

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - DECEMBER 14, 2017 - 1:15 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Rev. Ray Pinard - Moody Methodist Church
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 - a. Lily Gunal
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcements
7. COMMUNICATIONS AND PETITIONS
 - 7.A. Claims
17-121 Zwirek, Manlyn T.; 17-122 Santana, Anthony; 17-123 West, Jim; 17-124 Salinas, Jesus; 17-125 Chapa, Art; 17-126 Davis, Vanell; 17-127 Mocle, Lucia; 17-128 Leyva, Margaret; 17-129 Albarran, Karen.
8. PUBLIC HEARINGS
 - 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDR's), As Amended, To Update, Revise And Clarify Those Provisions Regulating Land Development Activity Within The City; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date; Planning Case Number 17ZA-004 (Adriel Montalvan)

Documents:

[CC PKT.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial (C) Base Zoning District On Property Commonly Known As 5327 Broadway And Which Is Legally Described As Vy-Ha Re-Subdivision (2014) Tract A, In The City And County Of Galveston, Texas, In Order To Operate An "Auto Service/Fueling Or Charging Station", Planning Case Number 17P-031; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Janice Norman)

Documents:

[17P-031 CC PKT.PDF](#)

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 902 Winnie/Avenue G And Legally Described As The South 79 Feet Of Lot 8 And A Portion Of Lot 9 (8-1), Block 369, In The City And County Of Galveston, Texas As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 17lc-061; , Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[17LC-061 CC PKT WITH ORD.PDF](#)

- 8.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Acknowledging The Previous Action Of The City Of Galveston City Council Abandoning Certain Rights Or Way In That Area Known As Classic Porretto Beach Under Ordinance 78-46, Acknowledging The Validity Of The Abandonment Detailed In That Ordinance, Disavowing Any Reversionary Interest In Such Abandoned Rights Of Way, Making Findings Of Fact And Providing For An Effective Date.
A separate agenda item for consideration of a Resolution approving the Agreement proposed between the City of Galveston and Randy Williams, Trustee is listed below as Action Item 12B.

Documents:

[ORDINANCE 78-46.PDF](#)

[RESOLUTION V2 ACKNOWLEDGING VALIDITY OF ORDINANCE 78-46.DOC](#)

9. PUBLIC COMMENT

- A. Agenda Items
- B. Non-Agenda Items

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 26 "Parks And Recreation" Of "The Code Of The City Of Galveston 1982, As Amended," By Re-Adopting Article IV "Youth Services Standards Of Care" In Its Entirety; Defining Minimum Standards Of Care By Which The City Of Galveston And Its Parks And Recreation Department Will Operate The City's Youth Recreational Programs; Providing For An Effective Date Of January 1, 2018; Providing For An Annual Review And Adoption Date Thereafter; Making Various Findings And Provisions Related

To The Subject. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - YOUTH STANDARDS OF CARE ORDINANCE 2018.PDF](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 10, "Building Code," Article V. "Dangerous Building Code", Of The Code Of The City Of Galveston 1982; As Amended To Add Provisions For The Regulation Of Substandard Buildings; Providing A Penalty Provision; Providing An Effective Date Of January 1, 2018; Making Various Findings And Provisions Related To The Subject. (Adriel Montalvan)

Documents:

[CC PKT.PDF](#)

- 10.C. FY 2017 Budget Amendment

Consider for approval an Ordinance of the City of Galveston, Texas, amending the total operating budget for fiscal year ending September 30, 2017, by adjusting various budget accounts in the amount of Four Million One Hundred Ninety Three Thousand Five Hundred Eighty Six Dollars (\$4,193,586) to adjust and properly record for expenses in connection with Police overtime, Fire overtime, separation pay for city employees, restructure of Human Resource personnel, Hurricane Harvey preparation and response, Galveston Central Appraisal District services, Rosenberg Library contributions, Mardi Gras preparation security and response, purchase of one additional trolley bus, infrastructure projects funded by TIRZ 14, Police Quartermaster uniform issuance, Fire SCBA air pack purchases, and Airport capital improvements; making various findings and provisions related to the subject; and providing for an effective date. (M. Loftin)

Documents:

[FY17 BUDGET AMENDMENT NO. 2 - STAFF REPORT.DOC](#)
[FY 2017 BUDGET AMENDMENT ORDINANCE AND ATTACHMENTS A, B, AND C.PDF](#)
[FY17_4TH_QUARTER_BUDGET_REPORT\(1\).PDF](#)

11. CONSENT ITEMS

The following items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Interlocal Agreement With The Treasure Island Municipal Utility District Providing For The Supply Of Water To The Treasure Island MUD From The City Of Galveston; Authorizing The City Manager To Execute The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[TREASURE ISLAND MUD WATER SUPPLY CONTRACT STAFF REPORT.DOC](#)
[TREASURE ISLE AGREEMENT \(FINAL\).DOCX](#)
[RESOLUTION - TREASURE ISLAND.DOCX](#)

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston,

Texas Approving An Interlocal Agreement With The County Of Galveston To Assume Operation Of The Seawall Urban Park, Beach Pocket Parks 1 Through 4, Ft. Crockett, McAllis Point And Ostemayer Bayou; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[COUNTY.CITY.INTERLOCAL.2017.DOCX](#)
[EXHIBITS.PDF](#)
[RESOLUTION - INTERLOCAL WITH COUNTY FOR SEAWALL AND POCKET PARKS.DOCX](#)

- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Ratifying The Gift Of Real Property From The Galveston Historic Foundation Consisting Of A Partial Lot In The Rear Of That Property Commonly Referred To As 2828 Market Street Galveston; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[RESOLUTION ACCEPT GIFT OF A PORTION OF 2828 MARKET.DOC](#)
[MARKET STREET DEED.PDF](#)

- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving The Sale To The Galveston Housing Finance Corporation Of Certain Tax Foreclosed Property In The City And County Of Galveston, Texas Commonly Referred To As 2805 Winnie, Galveston, Said Property Being More Particularly Described In Instruments Recorded In The Official Deed Records Of Galveston County, Texas; Authorizing The Mayor Of The City Of Galveston To Execute The Deed To The Purchaser; Declaring Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[TAX FORECLOSURE RESOLUTION AND DEED FOR 2805 WINNE.DOC](#)

- 11.E. Consider For Approval Accepting The Second Year Renewal Agreement From JW Hauling, Inc., Extending The Agreement To Expire On December 31, 2018 For Services Related To The Demolition Of Dangerous, Unsafe, Or Substandard Structures And Removal Of Demolition Debris Within The City Of Galveston. (D. Stark)

Documents:

[DEMO STAFF REPORT 2018 - REV DF.PDF](#)
[CITY OF GALVESTON RENEWAL \(2\).PDF](#)

- 11.F. Consider For Approval An Amendment To The Interlocal Agreement Between And Among The City Of Pasadena, The City Of Missouri City, The City Of Galveston, Harris County, Harris County Housing Authority, And Galveston Housing Authority For A Regional Collaboration Of Fair Housing Assessments And Affirmatively Furthering Fair Housing For Program Years 2018-2023. Funding Is From HOME Investment Partnership Funds And CDBG Entitlement Funds. Authorize The City Manager To Execute All Necessary Documents Upon Final Approval Of The City Attorney. (A. Law)

Documents:

[AFH AMENDMENT STAFF REPORT, 12.14.17.PDF](#)
[RESOLUTION - AMENDED \(AFH\) FAIR HOUSING ASSESSMENT INTERLOCAL- 12-2017 \(002\).DOCX](#)

- 11.G. Consider A Motion To Approve A Payment Of \$2,807,317.12 To The Texas General Land Office To Complete The Reclassification Of Construction Costs For The Main Wastewater Treatment Plant, Lift Station #1, And Fire Station #4 From The Community Development Recovery Grant To The Hurricane Ike FEMA Grant. (M.Loftin)

Documents:

[STAFF REPORT DECEMBER 2017 PAYING GLO FOR WWTP
REALLOCATION FROM CDBG TO FEMA.DOC.DOCX](#)

- 11.H. Consider Approving Purchases Of Operational Supplies Using The Contract With Sam's Club Through The Purchasing Association Of Cooperative Entities (PACE) Purchasing Cooperative. (M. Loftin)

Documents:

[SAMS CLUB STAFF REPORT FY18.PDF](#)

- 11.I. Consider For Approval A Contract With Dunbar Armored, Inc. For Armored Vehicle Services In The Amount Not To Exceed 25,000. (M. Loftin)

Documents:

[ARMORED CAR STAFF REPORT.PDF
DUNBAR ARMORED VENDOR SIGNED CONTRACT.PDF](#)

- 11.J. Consider For Approval Joining The Purchasing Association Of Cooperative Entities (PACE), Through Region 20 Education Service Center, In San Antonio, Texas. (M. Loftin)

Documents:

[PACE-INTERLOCALAGREEMENT-TEXAS.PDF
PACE STAFF REPORT FOR COUNCIL.PDF](#)

- 11.K. Consider For Approval Joining The National Cooperative Purchasing Alliance (NCPA), Through Region 14 Education Service Center, In Abilene, Texas. (M. Loftin)

Documents:

[INTERLOCAL AGREEMENT FOR NCPA COOP WITH ESC REGION 14.PDF
NCPA STAFF REPORT FOR COUNCIL.PDF](#)

- 11.L. Consider Approving A No Cost Contract With American National Insurance Company (ANICO) For Temporary Emergency Operations Facility Use And Data Center Space Usage (H Dean).

Documents:

[2018 ANICO DR SITE STAFF REPORT.PDF
AMERICAN NATIONAL DISASTER RECOVERY CENTER CONTRACT.PDF](#)

- 11.M. Consider For Approval Continued Participation In The League City OSSI GRID Consortium With Annual Renewal Fee Of \$ 35,421.76 To Maintain Off-Site System Servers, Allowing Full Access To The Multi-Agency Records Management System. Funding For This Expenditure Is Budged In The Police Department's Service Support

Contracts Line. (H Dean)

Documents:

[2018 LEAGUE CITY CONSORTIUM STAFF REPORT.PDF](#)
[LEAGUE CITY CONSORTIUM INVOICE.PDF](#)

- 11.N. Consider Approving The Renewal Of The City's Kronos Software Maintenance And Support Agreement In The Amount Of \$ 31,572.03. (H Dean)

Documents:

[2018 KRONOS MAINTENANCE STAFF REPORT.PDF](#)
[KRONOS SUPOPRT INVOICE.PDF](#)

- 11.O. Consider Approving The Renewal Of The City's Utility Management Solution Technical Support And Maintenance Agreement For \$32,575 (HDean)

Documents:

[2018 CUSI SUPPORT RENEWAL STAFF REPORT.PDF](#)
[2018 CUSI SUPPORT RENEWAL INVOICE.PDF](#)

- 11.P. Consider For Approval A Contract For Election Services Between The City Of Galveston And Galveston County For The Purposes Of Holding A City Election On May 5, 2018. (J. Williams)

Documents:

[ELECTION SERVICES CONTRACT 2018.PDF](#)

- 11.Q. Consider For Acceptance The In-Kind Donation Of Nineteen (19) Palm Trees To Be Planted In The Esplanades On 25th Street, And Valued At \$50,000.00, From The Galveston Foundation. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - DONATION OF PALM TREES FOR 25TH STREET.PDF](#)

- 11.R. Consider For Approval Change Order #2 From Hou-Scape, Inc., For The Little League Ball Park Complex Project At Crockett Park, In The Amount Of \$13,713.36, Increasing The Contract Amount From \$3,704,976.48, To \$3,718,689.84. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - LITTLE LEAGUE COMPLEX AT CROCKETT PARK CONSTRUCTION - CHANGE ORDER 2.PDF](#)

- 11.S. Consider For Approval The Emergency Repairs To The HVAC Mechanical Equipment At The McGuire-Dent Recreation Center, In The Amount Of \$26,264.40 From Gregory-Edwards,Inc. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - MCGUIRE-DENT HVAC REPAIRS.PDF](#)

- 11.T. Consider For Approval The Purchase And Installation Of Six (6) Replacement Treadmills For The McGuire-Dent Recreation Center, In The Amount Of \$28,989.00, From Marathon Fitness - Buyboard Contract #502-16. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - MCGUIRE-DENT FITNESS EQUIPMENT.PDF](#)

- 11.U. Consider For Approval Amending The 2017-19 Lone Star Rally Contract Event Dates For Event Year 2018 Only, And Granting Administrative Authority To The City Manager For Any Future Date Modifications On This Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[LSR DATE CHANGE 2018 PACKET.PDF](#)

- 11.V. Consider For The Approval Of The Purchase Of One GP8000 Vacuum Water Pump For Unit 1544, Which Is A 2013 Peterbilt Vacuum Truck, To The Lowest Bidder, Gap Vax For \$20,133.33, Which Will Be Funded From The Garage Parts Account. (D. Smith)

Documents:

[GAPVAX PUMP PURCHASE PACKET.PDF](#)

- 11.W. Consider For Approval Allowing The Fleet Facility To Purchase One 2018 Kawasaki Mule PRO-FXT And Associated Equipment From UVC Powersports Through TXMAS For A Total Price Of \$18,928.41. (D. Smith)

Documents:

[GPD MULE PACKET.PDF](#)

- 11.X. Consider For The Approval Of The Island Transit Bulk Tire Contract To Beasley Tires Who Was The Lowest Responding Bidder That Met The Specifications, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Island Transit Parts Account. (D. Smith)

Documents:

[IT TIRES STAFF PACKET.PDF](#)

- 11.Y. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle And Associated Equipment From The Lowest Bidder, Silsbee Ford (#17-005), For A Total Price Of \$34,662, Which Will Be Assigned To The Facilities Maintenance Department. The Funding Source Is The Vehicle Capital Outlay Account. (D. Smith)

Documents:

[MAINT SERVICE TRUCK PACKET.PDF](#)

- 11.Z. Consider For The Approval Of The Island Transit Bulk Lubricants Contract To Apache Oil, Which Was The Lowest Responding Bidder That Met The Specifications, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Island Transit Lubricants Account. (D. Smith)

Documents:

[IT LUBE CONTRACT PACKET.PDF](#)

- 11.AA. Consider For The Approval Of The Island Transit Parts Supply Contract To IEH Auto Parts And Car Parts As The Primary Parts Suppliers That Met The Specifications In The Bidding Process, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Island Transit Parts Account. (D. Smith)

Documents:

[IT PARTS PACKET.PDF](#)

- 11.BB. Consider For Approval The Renewal Of The Police Department's Annual L-3 Communications/Mobile-Vision In-Car Audio And Visual Recording System Maintenance Contract For The Period From October 1, 2017 To September 30, 2018 For A Total Price Of \$ 20,213.00 To Be Paid From The Police Department's Service Support Maintenance Contracts Fund. (R. Boyle)

Documents:

[L3 18.PDF](#)

- 11.CC. Consider For Approval The Execution Of A One (1) Year Contract With The Option Of Four (4) One Year Renewals With Fernandez Investment Group, DBA Cop Stop, For Purchase Of Police Department Uniforms And Duty Gear. (R. Boyle)

Documents:

[STAFF REPORT - CONTRACT FOR UNIFORMS_2017.PDF](#)
[COP STOP VENDOR SIGNED CONTRACT.PDF](#)

- 11.DD. Consider For Approval Authorizing The City Manager To Execute The Air Traffic Control Tower Operating Agreement (TOA) Between The Federal Aviation Administration (FAA) And Scholes International Airport, Upon Final Approval Of The City Attorney (M. Shahan).

Documents:

[STAFF REPORT - 2017 FAA TOWER OPERATING AGREEMENT \(TOA\).PDF](#)

- 11.EE. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Authorizing And Directing The City Manager Or His Designee To Execute The Grant Funding Agreement Terms And Conditions Under FEMA Grant Application FEMA-4332-DR-TX In Furtherance Of The City's Application For Disaster Relief Funds To Mitigate Damages Caused By Hurricane Harvey, Authorizing The Execution Of Any Further Paperwork Which May Be Required By The Federal Emergency Management Agency And/Or The Texas Department Of Public Safety/Texas Division Of Emergency Management, Providing For Findings Of Fact And For An Effective Date. (R. Blacketter)

Documents:

[RESOLUTION DIRECTING CITY MANAGER EXECUTE HURRICANE HARVEY FUNDING AGREEMENT.DOCX](#)
[DR-4332 TDEM GRANT TERMS AND CONDITIONS \(FOR SIGNATURE\).PDF](#)
[FEMA-HARVEY TDEM AGREEMENT.PDF](#)

- 11.FF. Consider For Approval Of A Contract With RAC Industries, LLC., For The Sidewalk Construction - Avenue L From 53rd St To 43rd St & Avenue M From 35th St To 28th St Project (BID #18-001) In The Amount Of \$685,866.00 (Estimated Total Cost Of Project Not To Exceed \$709,616.00). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[RAC IND. - SIDEWALK CONST. - AVE L.AVE M.PDF](#)

- 11.GG. Consider For Approval Change Order #2 For The Contract With Main Lane Industries, Ltd., For The Reconstruction Of Market Street From 25th Street To 19th Street Project, Increasing The Contract From \$3,470,897.45 By The Amount Of \$269,632.43 To A New Cost Of \$3,740,529.88, And Increasing The Term By 30 Calendar Days To 340 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.1 Program. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[MAIN LANE - CO2 - MARKET ST. PROJECT.PDF](#)

- 11.HH. Consider For Approval Of The Low Responsive Bidder (BID #18-003) J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project In The Amount Of \$10,732,495 (Base Bid). The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[J.W. KELSO - COG PUBLIC WORKS FACILITY.PDF](#)

- 11.II. Consider Approval Of Lowest Proposal From American Underwater Services, Inc. For The Removal Of Sediment From The Galveston Country Club Pond At A Cost Of \$19,700.00. Funding Source Is The Operating Expenditure Fund. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney.(A. Grasso)

Documents:

[AUS - CC POND.PDF](#)

- 11.JJ. Consider For Approval The Annual Maintenance Contract For Foxboro A2/PAC System And Equipment At The 30th Street Water Pump Station And Various Elevated Storage Tank Locations From Sole Source Provider Schneider-Electric Systems USA Inc. The Cost Of The Annual Contract Is \$62,784.79. (A. Grasso)

Documents:

[SCHNEIDER ELECTRIC SYSTEMS USA INC.- 30TH ST..PDF](#)

- 11.KK. Consider For Approval The Purchase Of E.H. Wachs Valve Maintenance Trailer And Electric Torque Controlled Handheld Valve Exerciser Equipment From E.H. Wachs At A Cost Of \$81,867.31. (A. Grasso)

Documents:

[E.H. WACHS - VALVE MAINTENANCE TRAILER.PDF](#)

- 11.LL. Consider For Approval The Annual Maintenance Contract For Foxboro A2/PAC System And Equipment At The Main Wastewater Treatment Plant From Sole Source Provider Schneider-Electric Systems USA Inc. The Cost Of The Annual Contract Is \$34,294.74. (A. Grasso)

Documents:

[SCHNEIDER ELECTRIC SYSTEMS USA INC.- MAIN WWTP.PDF](#)

- 11.MM. Consider For Approval Causeway Water Line Amendment#2 Dated August 18, 2017 From Freese And Nichols, Inc., For A Decrease In The Contract Amount By \$28,580 From \$783,330 To \$754,750. (D. Christodoss)

Documents:

[FN_CAUSEWAY_AMENDMENT2.PDF](#)

- 11.NN. Consider For Approval The Professional Engineering Services Proposal From Zarinkelk Engineering Services, Inc., For A Not To Exceed Amount Of \$102,697 For Design Of The Church Street Drainage Improvements From 35th To 37th Streets (D. Christodoss)

Documents:

[ZARINKELK_CHURCHST_DRAINAGE_DESIGN.PDF](#)

- 11.OO. Consider For Approval The Professional Engineering Services Proposal From Stantec Consulting Services, Inc., For A Not To Exceed Amount Of \$282,720.40 For 49th Street Design From Avenue P To Avenue S-1/2 Including Upsizing Of Utilities (D. Christodoss)

Documents:

[STANTEC_49TH_STREET_DESIGN.PDF](#)

- 11.PP. Consider For Approval The Professional Engineering Services Proposal From Dannenbaum Engineering Corporation For A Not To Exceed Amount Of \$310,000 For 35th Street Design From Post Office To Broadway Including Utility Upgrades (D. Christodoss)

Documents:

[DANNENBAUM_35THSTREET_DESIGN.PDF](#)

- 11.QQ. Consider For Approval The Professional Engineering Services Proposal From Dannenbaum Engineering Corporation For \$900,159 To Design The Airport Pump Station (PS) Improvements. (D. Christodoss)

Documents:

[DANNENBAUM_AIRPORT_PS_DESIGN.PDF](#)

- 11.RR. Consider For Approval The Professional Engineering Services Proposal From GC Engineering, Inc., For A Not To Exceed Amount Of \$177,659.90 For 30th Street Design From Avenue O To Seawall Blvd Including Upsizing Of Utilities (D. Christodoss)

Documents:

[GC ENGINEERING 30TH ST ROAD UTILITIES DESIGN.PDF](#)

- 11.SS. Consider For Approval The Professional Engineering Services Proposal From Arceneaux Wilson & Cole (AWC), LLC, For Engineering Evaluation And Study For The 10 Mile Road Elevated Storage Tank, At A Cost Not To Exceed \$16,190 (D. Christodoss)

Documents:

[AWC_10MILEEST_PER.PDF](#)

- 11.TT. Consider For Approval The Professional Engineering Services Proposal From Arceneaux Wilson & Cole (AWC), LLC, For A Not To Exceed Amount Of \$49,630 For Laffites Cove Water System Looping Design (D. Christodoss)

Documents:

[AWC_LAFFITESCOVE_WATERLOOPDESIGN.PDF](#)

- 11.UU. Consider For Approval A Contract With General Contractors For The Neighborhood Improvements In The Amount Of \$362,046.50. (D. Christodoss)

Documents:

[NEIGHBORHOOD PROJECT CONTRACT AWARD_UPLOAD.PDF](#)

- 11.VV. Consider For Approval Of Change Order #1 From Batterson, LLP, For The Annual Street Striping Project, Increasing The Original Contract From \$99,752.00 By The Amount Of \$24,938.00 To A New Cost Of \$124,690.00, And No Increase In The Term Of The Original Contract Date. (K. Hockersmith)

Documents:

[BATTERSON - ANNUAL STRIPING CONTRACT CO1.PDF](#)

- 11.WW. Consider For Approval Ratification Of The City Manager's Action Approving A Contract With B & L Contracting, LLC, United Rentals, Inc., HSI Services, Inc., And Holes Incorporated, To Facilitate The Emergency Repairs To The Dewatering And Backflow Prevention Project Located At 10 South Shore Drive Due To Public Safety Concerns In The Amount Of \$97,883.82 Consistent With Sec. 252.022 (A) (2) Of The Local Government Code. (K. Hockersmith)

Documents:

[BAYOU SHORE BACKFLOW PREVENTION - EMERGENCY RAPAIRS.PDF](#)

- 11.XX. Receive And File The Moody Foundation's Audit Report As Of December 31, 2016. (Yarbrough)

Documents:

[MOODY FOUNDATION - AUDIT REPORT - FY2016.PDF](#)

- 11.YY. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source Provider For The Installation Of New, Decorative Streetlights As Part Of The 51st Street Improvements From Broadway To Postoffice Project In The Amount Of \$57,685.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[CENTERPOINT ENERGY - DECORATIVE STREETLIGHTS ON 51ST
ST.F.PDF](#)

- 11.ZZ. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The Mayor Of The City To Execute The Approval Of A Financing And Project For The Benefit Of The Bryan Texana Foundation, Making Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[BRYAN MUSEUM RESOLUTION.DOCX](#)

12. ACTION ITEMS

- 12.A. Discuss And Take Action To Confirm The City Manager's Appointment Of Vernon Hale As Chief Of The Galveston Police Department Pursuant To Texas Local Government Code 143.013(A). (B. Maxwell)
- 12.B. Consideration Of A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Ratifying The Agreement Proposed Between The City Of Galveston And Randy Williams, Trustee In Case No. 09-35324; In Re Estate Of Sonya Porretto In The US Bankruptcy Court For The Southern District Of Texas Setting Forth A Process For The Resolution Of Claims And Potential Claims By The Trustee Against The City Related To Requests For Abandonment Of City Rights Of Way In The Area Commonly Referred To As Classic Porretto Beach. (Legal)

Documents:

[RESOLUTION ADOPTING MEDIATION AGREEMENT.DOCX](#)
[TENTATIVE AGREEMENT WITH TRUSTEE.PDF](#)

- 12.C. Consider For Action A Motion To Remove George Parsons From The Landmark Commission For Failure To Attend Seventy Five Percent Of The Landmark Commission Meetings Within A Twelve Month Period As Required By Galveston City Code Sec. 2-164.
- 12.D. Discuss And Consider The Appointment Of Oluwaratimi Folorunso To The Families, Children And Youth Board As Recommended By The FCY Board. (J. Williams)

Documents:

[FCYB - REQUEST FOR APPOINTMENTS DEC 6 2017.PDF](#)

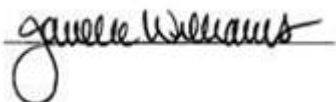
- 12.E. Discuss And Consider Appointments To H-GAC's Transportation Policy Council And Technical Advisory Committee. (Yarbrough)

Documents:

[TPC-TAC.PDF](#)

13. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on December 11, 2017 at 12:00 P.M.



Janelle Williams, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

ORDINANCE NO. 17-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS (LDR's), AS AMENDED, TO UPDATE, REVISE AND CLARIFY THOSE PROVISIONS REGULATING LAND DEVELOPMENT ACTIVITY WITHIN THE CITY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE; PLANNING CASE NUMBER 17ZA-004.

WHEREAS, on March 5, 2015, the City Council adopted the 2015 Land Development Regulations (LDR) which are comprised of several chapters of the Code of Ordinances of the City of Galveston and several stand-alone ordinances, each of which regulate different aspects of land development in the City; and,

WHEREAS, the Galveston Land Development Regulations (the "LDRs") have been in effect a little over two years and while the document has proven to be an effective tool in administering zoning regulations, it requires additional refining to achieve a set of guidelines that more closely align with the needs of the citizens of Galveston: and,

WHEREAS, City Staff worked with the general public, design professionals, and other stakeholders and have identified and compiled a list of revisions (see **Exhibit A**) necessary to better implement and manage the regulations responsible for development activity within the City; and

WHEREAS, as more fully detailed and incorporated in the attached Staff Report (**Exhibit A**), the text amendment proposals serve the purposes outlined for consideration of text amendments as provided in Section 13.2 of the LDR's; and,

WHEREAS, in accordance with Section 13.701 of the LDR's, the Planning Commission must hold at least two public hearings on text amendment proposals, prior to giving a final report/recommendation to City Council. The first public hearing on the matter was held on June 20, 2017, with subsequent hearings and workshops held in order to reach consensus on all proposed revisions to the LDR; and,

WHEREAS, the Planning Commission at its regular meeting of October 3, 2017, voted unanimously to recommend approval of this text amendment request to provide revisions to the LDR's; and

WHEREAS, the City Council of the City of Galveston finds it in the best interest of the public to amend the 2015 Galveston Land Development Regulations, as amended, in substantially the same form as more fully described in the staff report herein Exhibit A, with attachments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations, as amended, to update, revise and clarify those provisions regulating land development activity within the city, and other similar provisions related to land development in substantially the same form as more fully described in the staff report, herein **Exhibit A**, with attachments.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. This Ordinance amends the 2015 Galveston Land Development Regulations and the 2015 Official Zoning Map, and all Ordinances or parts thereof in conflict with this Ordinance are repealed to the extent of this limited conflict only, and all other provisions of the ordinances of the City of Galveston remain in full force and effect.

SECTION 5. In accordance with the City Charter, this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; and that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on November 9, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2017.

Secretary for the City Council
of the City of Galveston



17ZA-004

STAFF REPORT

APPLICANT:

City Staff

REQUEST:

Request for a text amendment to the Galveston Land Development Regulations to provide for revisions to the document.

APPLICABLE ZONING LAND USE

REGULATIONS:

Complete Document

EXHIBITS:

- A – Revisions List
- B – Draft Revisions

STAFF:

Adriel Montalvan
Senior Projects Manager
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amontalvan@galvestontx.gov

Background

On March 5, 2015, the City Council adopted the Land Development Regulations (LDR) which replaced the 1991 Zoning Standards. While the document has proven to be an effective tool in administering zoning regulations, it requires additional refining to achieve a set of guidelines that more closely align with the needs of the citizens of Galveston. In working with the general public, design professionals, and other stakeholders over the past two years, staff has identified and compiled a list of revisions (see Exhibit A) necessary to better implement and manage the regulations responsible for development activity within the City.



LAND DEVELOPMENT REGULATIONS of 2015

Executive Summary

Since the adoption of the LDR in March of 2015, staff has identified revisions to the document which are drafted and summarized in Exhibits A and B, respectively. Please refer to the exhibits for more details regarding this request.

Text Amendment Process

Per Section 13.701 of the LDR, the Planning Commission must hold at least two public hearings on text amendment proposals. Following the second hearing, the Planning Commission shall make a final report/recommendation to City Council.

The first public hearing for this request was held on June 20, 2017. Subsequent hearings and workshops were held in order to reach consensus on all proposed revisions to the LDR.

Planning Commission

The Planning Commission, at the regular meeting of October 3, 2017, voted unanimously to recommend approval of this text amendment request to provide revisions to the LDR.

**Consideration for Text
Amendments (Sec. 13.2)**

Purposes: Text amendment proposals shall serve the following purposes:

1. Advancing the goals, objectives and policies of the City's Comprehensive Plan and other adopted special-area and special-topic plans;
2. Securing adequate light, air, convenience of access, and safety from fire, flood and other danger;
3. Lessening or avoiding congestion in public ways;
4. Promoting the public health, safety, comfort, morals, convenience and general welfare; and
5. Otherwise accomplishing the purposes of Texas Local Government Code Chapter 211, Municipal Zoning Authority.

Considerations: In preparation and considering proposals for text amendments, the Planning Commission and City Council shall pay reasonable regard to:

1. The Comprehensive Plan and related plans;
2. Current conditions and the character of current uses and structures in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values throughout the jurisdiction; and
5. Responsible development and growth.

LAND DEVELOPMENT REGULATIONS (LDR) REVISIONS

Policy Revisions

Code Section		Revisions
1	Table 10.105, 10.203 and 13.203(k) & (L)	Contradiction in requirement - Historic district and NCD applications must have 31% of property owners but Article 10 says 51% - what should it be?
2	Omitted in LDR	Omission of West End density standards – Should it be in the LDR?
3	Omitted in LDR	Omission of excavation standards – Should it be in LDR?
4	Article 3 – Commercial Addendum & Sec. 8.302	Parking location in the Commercial district is currently limited to the rear of the building. Is this appropriate?
5	Article 4 - 4.101	Need for acreage requirement in the PUD Overlay Zoning Districts. Originally designed for 5 acres minimum requirement, but eliminated during LDR adoption process.

General Revisions and Addition of New Language

Code Section		Revisions
1	Division 1.200 & Article 3(R-2) Addendum	Rename R-2 district to “Townhouse” and modify lot standards and setbacks in the Addendum.
2	Use Table 2.201	Change Accessory Dwelling Unit to Limited in R-1 - only district that is permitted by right. Add as Limited use in Central Business.
3	Use Table 2.201	Allow for Recreation Outdoor and Indoor to be limited in R-1. This allows for recreation opportunities not commercial in nature.
4	Use Table 2.201	Change Commercial Amusement/Recreation Indoor from Prohibited to limited “L” in Light Industrial, and Permitted “P” in Heavy Industrial. This change would allow for uses such as an indoor gun range to operate in those districts.
5	Use Table 2.201	Eliminate Single family attached land use and separate into two categories – Duplex and Townhouse.
6	Use Table 2.201	Add Condominium as a separate land use to distinguish from Multi-family land use.
7	Use Table 2.201	Add new land use for Boat Repair Facility and create limited standards.
8	Use Table 2.201	Allow Community Garden in the R-1 district under limited standards.
9	Use Table 2.201 & 2.306	Allow Agriculture/Urban Farming as a limited use in the R-1 district and create limited standards.
10	Use Table 2.201 & 2.312	Add new land use for Boat Sales or Rental and create limited standards.
11	Use Table 2.201 & 2.323	Replace Music Instruction land use with Fines Arts Instruction and create limited use standards.

12	Use Table 2.201 & 2.341	Add new land use for Outdoor Storage and create limited standards.
13	2.344	Add new limited standards for Recreation, Indoor – current standards defined the use but do not provide specific standards.
14	2.345	Add new limited standards for Recreation, Outdoor – current standards defined the use but do not provide specific standards.
15	2.363	Add standards for telecommunication towers.
16	2.336 (a)(1)(c)	Allow PW Director ability to reduce sidewalk requirement when developing Commercial Surface Parking Areas that cannot provide 10-foot-wide sidewalks.
17	2.351 (a)(9)	Refine RV Standards - distance from residential.
18	2.352 (a)(4)	Clarify language regarding short term rental parking in the R.O.W. Current wording may lead people to think that they can reserve the street parking spaces.
19	2.403	Refine retaining wall Standards
20	2.601 (c)(2)	Eliminate the option for the City Manager to have the ability to approve barbed wire fences under certain circumstances.
21	2.602	Add language for Outdoor Sales accessory to permanent commercial uses.
22	Article 3 - Commercial Addendum	Add a maximum driveway width under Seawall Boulevard Design Standards.
23	Article 3 Addendums	Add the following language: No side or rear yard required when principle structures are adjacent to an alley or right-of-way.
24	Article 3 Addendums	Change parking requirement for commercial lodging from .75 to 1.
25	5.42	Add standards for vertical banners, and allow neighborhood associations as an eligible party to place vertical banners in the City's R.O.W. – LTU requirement is still applicable.
26	6.6	Provide construction standards for Recreational Vehicle Parks.
27	7.102(I)	Eliminate requirement of 2,500 sq. ft. in order to have to submit a lighting plan for nonresidential projects. Lighting plan will be required regardless of size for new nonresidential projects.
28	8.301	Add parking paving requirements, ITE has no paving requirements just design.
29	8.4	Provide amortization period for existing non-paved parking areas.
30	9.301 (c)	Remove requirement that interior landscaping is only required for 10,000 square feet or more parking lots. Commercial surface parking lots should have interior landscaping regardless of size.
31	10.4	Add Traditional Neighborhood standards.
32	12.300 (b)(1)(f)	Add Beachfront Construction Certificates and Dune Protection Permits
33	13.203	Add language to be able to expire Specific Use Permits.
34	13.303	Remove requirement of a notarized property owner signature from applications.
35	14.103 - Bed and Breakfast definition	Definition states that B&B is owner-occupied. Should reflect that B&B can also be resident manager.

Minor Revisions (e.g. typos, definitions, etc.)

Code Section		Revisions
1	2.332	Insert provision stating that limited standards 2 -7 for Multi-family Residential do not apply to existing building currently operating as multi-family, unless the property is able to meet the standards. The director makes final determination.
2	2.35	Add the word "Retail" before "Big Box Store" and eliminate the word "store" in the limited standards for this use. This will achieve consistency through the entire document.
3	3.202 & Article 3 Addendums	Add note to addendums regarding multiple buildings on a single lot. Note refers to Section 3.202 when proposing more than one building on a lot.
4	Article 3 – UN Addendum	Remove corner store listed as 2500 -2550 35 th Street from list of corner stores in the UN district. This property is located in the Commercial district.
5	Article 3 Addendums	Amend all notes that mention "Accessory buildings are permitted in..." to state "Accessory structures shall be limited to the provisions in SEC.3.305."
6	Article 3 Addendums	Confusing side and rear setbacks ranging from 0' - 5' and 3' - 5' – should just be 0' and 5' respectively.
7	5.107,5.108, 5.109 & 5.201	Add the word "informational" to the "Directional/On-site" definition and to the sign allotment tables.
8	5.201	Refine Monument and Pylon sign to state the need for a solid base.
9	7.101(C)	Include "lighting of designated historic landmarks, with appropriate historic lighting technology, as approved by the Historic Preservation Officer or Landmark Commission."
10	8.201 (a)(2)	Refine the purpose of residential driveways.
11	9.301 (c)(2)(b)	Change "maximum" to "minimum" in the requirement for parking rooms.
12	12.201 & 12.301	Eliminate "real property interest" from what Council can approve and PC can recommend in request for abandonment of city rights-of-way.
13	13.1101	Add fee schedule chart for the administration of the LDR.
14	13.308	Add Notification chart for public notices.
15	13.504 (b)(5)	Refine minor plat language in accordance with state law.
16	14.103 - Use Definitions	Eliminate "Commercial Retail" from Definitions – duplicate definition. Definition appears under "Retail – Commercial" which corresponds with Use Table.
17	14.103 – Use Definitions	Eliminate "Gun Shop" from "Commercial Retail" Definition. "Gun Shop" has its own definition.
18	14.103 - Use Definitions	Eliminate Campground/RV Park definition. This is a duplicate definition - covered under RV Park definition.
19	14.103 – Use Definitions	Define the following use terms: Library, Music Instruction; Public Utility Plant; Boat; Boat Sales or Rental; Boat Repair Facility, Condominium; Duplex; Fine Arts Instruction, Floor Area; Golf Carts, Sales and Service; Outdoor Sales; Outdoor Storage; Parking Lot, Commercial Surface Parking Area; Public Utility Plant; Recreational Vehicle; Research and Testing Laboratory; Stealth Technology; Subordinate; townhouse.
20	14.103 – Use Definitions	Define "West End." This means the area west of 103rd Street/Cove View Boulevard and the most

21	14.103 Use Definitions & Use Table 2.201	Eliminate the word "Recreation" from Commercial Amusement/Recreation, Indoor definition - it creates confusion with "Recreation, Indoor" land use. Also, eliminate it from the Use table under Commercial Amusement, Recreation Indoor and Commercial Amusement, Recreation Outdoor.
22	14.103 Use Definitions & Sec 2.339	Eliminate " Music Intruction" from the "Personal Fitness" definition. "Music Instruction" is now part of the land use "Fine Arts Instruction." And add "weight training" to the defintion.
23	Article 3 – Commercial Addendum	Add multi-family parking requirement to the Commercial Addendum.
24	Whole Document	Change Home Based Occupation/Business to Home Based Business.
25	Whole Document	Rename Historic Zoning District (HZD) to Residential, Single-Family (R-3).

ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONING DISTRICT IN A COMMERCIAL (C) BASE ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS **5327 BROADWAY** AND WHICH IS LEGALLY DESCRIBED AS **VY-HA RE-SUBDIVISION (2014) TRACT A**, IN THE CITY AND COUNTY OF GALVESTON, TEXAS, IN ORDER TO OPERATE AN “AUTO SERVICE/FUELING OR CHARGING STATION”; PLANNING CASE NUMBER **17P-031**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article 4 of the 2015 Galveston Land Development Regulations (LDR) allows for the creation of a Planned Unit Development (PUD) Overlay Zoning District; and,

WHEREAS, Trong Van Ha (“Applicant”), and property owner 5327 Broadway, is requesting that a PUD Overlay Zoning District be created on property commonly known as **5327 Broadway** and which is legally described as the **Vy-Ha Re-subdivision (2014) Tract A**, in the City and County of Galveston, Texas; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Attachment 1** (including Exhibits A, & B), the subject site is a .55-acre parcel located in the 5300 block of Broadway Boulevard, in an Commercial (C) Zoning District; and,

WHEREAS, the PUD is to establish a Planned Unit Development (PUD) Overlay District in a Commercial (C) base zoning district with Broadway Design Standards for an “Auto Service/Fueling or Charging Station” in order to install six gasoline pumps with a canopy on the west side of the property. The proposed use of “Auto Service/Fueling or Charging Station” is a Limited (L) land use in the base Commercial (C) zoning district; and,

WHEREAS, a PUD is a floating zoning district intended to create a mixture of uses, density, and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site; and,

WHEREAS, there is an existing convenience store on the east side of the property. The proposed gasoline dispensers will be located on the west side of the property and serviced by the existing convenience store. The surrounding land uses on Broadway consist of a variety of commercial uses with residential properties to the south across the alley from the subject property; and,

WHEREAS, if the proposed zoning is in accord with Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of the rezoning request; and,

WHEREAS, at its meeting of November 7, 2017, the Planning Commission voted to recommend approval of the request with the recommended staff conditions detailed in **Section 3** below; and,

WHEREAS, Staff recommended approval of the PUD for the deviations from the current Land Development Regulations (LDR) with the addition of 6 gas pumps and a canopy cover on the west side of the property with one 45-foot wide curb cut on Broadway Boulevard with conditions as provided in **SECTION 3 below**; and,

WHEREAS, after notice and conduct of a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant the Applicant's request for a Planned Unit Development (PUD) Overlay Zoning District in a Commercial (C) base zoning district with Broadway Design Standards on property commonly known as **5327 Broadway** in the City and County of Galveston, Texas, subject to the conditions set forth in **Section 3** below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to certain conditions set forth in **Section 3** below, the Applicant is hereby granted a Planned Unit Development (PUD) Overlay Zoning District in a Commercial (C) base zoning district with Broadway Design Standards for an "Auto Service/Fueling or Charging Station on property commonly known as **5327 Broadway** and legally described as Lots Vy-Ha Re-subdivision (2014) Tract A, in the City and County of Galveston, Texas.

SECTION 3. This Planned Unit Development (PUD) Overlay Zoning District is subject to the following conditions:

Specific Conditions to 17P-031:

1. Construction must conform to the site plan and design details included with the PUD application and ordinance, and adhere to any modifications as approved by City Council;
2. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
 - a. One 45-foot wide curb cut shall be permitted on Broadway Boulevard;
 - b. The gas distribution pumps shall be allowed within 200-feet of a residential zoning district with an 8-foot masonry type wall and landscaping in front of the wall along the rear property line to buffer the residential properties;

3. The existing landscaping on the east side of the property in front of the convenience store shall be reinstalled to match the new proposed landscaping;
4. An approved TXDOT permit shall be required for the proposed modifications to the drives on Broadway Boulevard;
5. All underground storage tanks for flammable and combustible liquids shall comply with Chapter 57 of the International Fire Code (IFC);
6. All motor-fuel dispensing facilities shall comply with Chapter 23. The applicant must provide documentation (for approval) that this property complies with the IFC, as adopted and amended by the City of Galveston;
7. The applicant shall obtain necessary permits and comply with all City Codes;
8. All fuel dispensers/charging stations shall be at or above the Base Flood Elevation;

Standard Conditions of a Planned Unit Development (PUD):

9. The applicant shall adhere to all comments/conditions received from City departments;
10. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
11. The proposed project must comply with all signage requirements per Article 5 of the Land Development Regulations;
12. The development shall adhere to all landscaping requirements per Article 9 of the Land Development Regulations; and,
13. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The zoning classification for this property shall be changed to Commercial Zoning (C), PUD overlay and shall be designated as C-PUD on the zoning maps of the City of Galveston, subject to the conditions set forth in **Section 3** above.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 6. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not

less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on December 14, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2017.

Secretary for the City Council
of the City of Galveston



17P-031

STAFF REPORT

ADDRESS:

5327 Broadway

LEGAL DESCRIPTION:

Property is legally described as Vy-Ha Re-subdivision (2014) Tract A, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Trong Van Ha

PROPERTY OWNER:

Trong Van Ha

ZONING:

Commercial (C)

REQUEST:

Planned Unit Development (PUD)

STAFF RECOMMENDATION:

Approval with Conditions

APPLICABLE ZONING LAND USE

REGULATIONS:

Article 4 of the Land Development Regulations (LDR)

EXHIBITS:

- A – Aerial Map
- B – PUD Plan/Narrative
- C – Plans associated with the PUD
- D- Limited Use Standards for "Auto Service/Fueling or Charging Station"
- E – Signatures from surrounding property owners collected by the applicant

STAFF:

Janice Norman, Planning Manager
 409-797-3670
 jnorman@galvestonTX.gov

City Department Notification Responses:

No Objections with comments on page 3 below.

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
22				



Background

The applicant submitted the Planned Unit Development (PUD) application on May 18, 2017, before the Broadway moratorium deadline. However, after review of the submittal additional information was needed for the Planned Unit Development (PUD) plan. The applicant hired Shelmark Engineering to help him complete the plan. After several meetings with Shelmark the completed plans were submitted on October 11, 2017.

Executive Summary

The request is to establish a Planned Unit Development (PUD) Overlay District in a Commercial (C) base zoning district with Broadway Design Standards for an "Auto Service/Fueling or Charging Station" in order to install six gasoline pumps with a canopy on the west side of the property.

The intent of the request is to deviate from the following regulations:

1. Limited Use Standards that require the following:
 Minimum Distance from Residential: The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.
2. Broadway Design Standards:

- a. Cross access easement required. If access provided from Broadway Boulevard, maximum of two curb cuts, maximum curb cut width is 25 feet.
3. Broadway Design Standards:
Vehicle Access: Where alternative access available, access prohibited from Broadway.

Site Details

The subject site is a .55-acre parcel located in the 5300 block of Broadway Boulevard. There is an existing convenience store on the east side of the property. The proposed gasoline dispensers will be located on the west side of the property and serviced by the existing convenience store.

Compatibility with Base and Surrounding Zoning and Land Uses

The Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site.

The proposed use of "Auto Service/Fueling or Charging Station" is a Limited (L) land use in the base Commercial (C) zoning district. The surrounding land uses on Broadway consist of a variety of commercial uses with residential properties to the south across the alley from the subject property.

Ability of the Property to be used under Current Zoning

The subject site is zoned Commercial (C). The intent of this zoning district is to accommodate a wide range of retail, service, and office uses. The proposed use of "Auto Service/Fueling or Charging Station" is a Limited (L) land use in the Commercial (C) zoning district with specific use standards that must be met. Please reference Exhibit D, for the Limited Use Standards.

PUD Details /Development Plan

The purpose or intent of the PUD	To deviate from the limited use standard that requires a minimum distance of 200-feet from any residential use or zoning district. To deviate from the Broadway Design Guidelines by allowing a curb cut to be located on Broadway Boulevard. To deviate from the Broadway Design Guidelines by allowing a maximum curb cut width on Broadway Boulevard of 45-feet.
PUD Land Uses	"Auto Service/Fueling or Charging Station" land use is Limited (L), permitting the land use as long as all of the Limited Use Standards are met. In this case the "Auto Service/Fueling or Charging Station" is not able to meet one limited use standard that requires a distance of 200-feet from residential properties or zoning district. The property is 20-feet from the residential properties. To meet Texas Department of Transportation (TXDOT) requirements the applicant is proposing to consolidate the three curb cuts on Broadway Boulevard into one curb cut. In order to meet TXDOT requirements on Broadway Boulevard for curb cuts the single curb cut minimum width will be 45-feet in width.

Density	The existing site is a 24,000 square-foot lot with one 4,500 square-foot convenience store currently located on the lot. The addition of six (6) gasoline pumps and an approximate 4,475 square-foot canopy over the pumps that will be connected to the existing convenience store increasing the lot coverage to 9,275 square feet or 39% of the lot will be covered by a structure. The site will be paved with concrete and will include landscaping beds to screen the right of way along Broadway Boulevard and 54 th Street. Please reference (Exhibit C, page C1.01).
Building Height	Canopy 22-feet 9-inches from base flood elevation.
Building Setbacks	As proposed the canopy is setback 16-feet from the rear property line, 20' from the west property line and 25-feet from the front property line. Shown in (Exhibit C, page C1.01).
Limits of Construction	Six (6) gasoline pumps with a 4,475-square foot canopy over the pumps. The property will be elevated to meet the Broadway Design Guidelines, Grade Changes (M) and with Texas Accessibility Standards (TAS). The three curb cuts on Broadway Boulevard will be decreased to one with a width of 45-feet in compliance with TXDOT. Please reference (Exhibit C, page C1.01).
Building Elevations	According to the topographic survey, the west side of the property's natural ground is approximately 7-feet above sea level. The property is located in an AE-11 Flood Zone requiring elevation of the proposed gas pumps, with fill material and concrete, to be at 11-feet. All grade changes will meet the Broadway Guidelines (M) Grade Changes, and the Texas Accessibility Standards for the elevation of the property. Please reference (Exhibit C, page C1.02)
Vehicular Parking	There are 8 existing parking spaces. No additional parking spaces are proposed for the gas pump addition. Please reference (Exhibit C, page C1.01).
Pedestrian Access	There are existing sidewalks along Broadway Boulevard and 54 th Street these will remain. Landscaping will be installed along Broadway Boulevard and 54 th Street. Please reference (Exhibit C, page C1.01).
Streets and Circulation	There will be two curb cuts along 54 th Street that are 30-feet in width and one curb cut along Broadway Boulevard that will be 45-feet in width. The applicant has obtained preliminary approval of the 45-foot wide curb cut on Broadway Boulevard. Final approval will take a few months to obtain.
Screening and Landscape	The applicant will utilize native and City adapted landscape species in conformance with Article 9, Landscaping. Staff recommends the existing landscaping on the east side of the property to be reinstalled to match the new proposed landscaping. Please reference (Exhibit C, page C1.01).
Environmental protection	All permits for the fuel station will meet city and state regulations.

Signage	A monument sign is proposed at the northwest corner of the site and wall mounted signage on the building. All signage will meet Article 5, Sign Regulations and proposed signage will require separate sign permits.
Lighting	The convenience store has existing wall mounted lighting. The fuel dispenser area will have a standard roof canopy with lighting that will meet city regulations. A photometric plan has been submitted. Please reference (Exhibit C, page SL1.0).
Phasing or Scheduling	The project is scheduled to begin as soon as permits are approved.
Unique characteristics or exceptional circumstances	None were submitted.

City Department Comments:

City Public Works Engineering comment: They will need a TXDOT permit for any modifications they plan to make to the ROW.

City Fire Marshal comment: Underground storage tanks for flammable and combustible liquids shall comply with Chapter 57 of the International Fire Code (IFC). Additionally, motor-fuel dispensing facilities must comply with Chapter 23. The applicant must provide documentation (for approval) that this property complies with the IFC, as adopted and amended by the City of Galveston.

City Building Division comment: they must obtain necessary permits and comply with all City Codes. Also, fuel dispensers/charging stations shall be at or above the Base Flood Elevation.

Criteria for Approval

Per Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of a rezoning request if it is demonstrated that:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives, and policies of the City of Galveston 2011 Comprehensive Plan and other adopted neighborhood plans, special area plans, redevelopment plans, or other plans applicable to the area;
 - a) The 2011 Comprehensive plan Section LU-2.2, encourages commercial redevelopment along the western-most segment of Broadway Boulevard up to approximately 61st Street. The proposed gas station is within this western portion of Broadway Boulevard. All land uses currently permitted, limited or that require an Specific Use Permit will remain the same.
2. The proposed zoning is consistent with the future land use map of the City of Galveston 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
 - b) The proposed changes will not change the base zoning of Commercial (C) and the two items being requested to be changed will not change future land uses on this property, except the allowance of an "Auto Service/Fueling or Charging Station" to operate here. The addition of the six gas pumps and canopy is in compliance with the land use map.
3. The proposed change is consistent with the implementation of existing or

pending plans for providing streets, water and wastewater, other utilities, and the delivery of public services to the area in which the parcel proposed for rezoning is located;

- c) All water, wastewater and other utilities are existing. The new development would not impact public service or access in this area. No objections were submitted by any City Departments.
- 4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Regulations including parking and buffering requirements;
 - d) The range of land uses will remain the same if the PUD is approved. However, staff finds the six-foot wood fence with landscaping not to be sufficient to buffer the gas station from the residential properties. Staff recommends an eight-foot masonry type wall be installed with landscaping to provide a more substantial buffer from the residential properties. The property is 24,000 square-feet, which is large enough to provide for reasonable development.
- 5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.
 - e) There are 10 gas stations from 59th Street to 27nd Street, not including the proposed development, along Broadway Boulevard. The addition of another gas station would improve the street scape and add value to the property, which promotes economic development.

Staff Recommendation

The purpose of the requirement to maintain 200-feet from a residential property is for fire safety and the reduction of noise and fumes onto the residential properties. The applicant has proposed a six-foot wood fence and landscaping to buffer the adjacent properties. However, staff finds the proposed wood fence would not be adequate to buffer the residential properties. An eight-foot tall masonry type wall with landscaping in front of the wall would better protect the residential properties across the alley to the south. Staff recommends approval of the PUD for the deviations from the current Land Development Regulations (LDR) with the addition of 6 gas pumps and a canopy cover on the west side of the property with one 45-foot wide curb cut on Broadway Boulevard with the following conditions:

Specific Conditions:

1. Construction must conform to the site plan and design details included with the PUD application and ordinance, and adhere to any modifications as approved by City Council;
2. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:

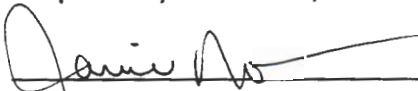
- a. One 45-foot wide curb cut shall be permitted on Broadway Boulevard;
 - b. The gas distribution pumps shall be allowed within 200-feet of a residential zoning district with an 8-foot masonry type wall and landscaping in front of the wall along the rear property line to buffer the residential properties;
3. The existing landscaping on the east side of the property in front of the convenience store shall be reinstalled to match the new proposed landscaping;
 4. An approved TXDOT permit shall be required for the proposed modifications to the drives on Broadway Boulevard;
 5. All underground storage tanks for flammable and combustible liquids shall comply with Chapter 57 of the International Fire Code (IFC);
 6. All motor-fuel dispensing facilities shall comply with Chapter 23. The applicant must provide documentation (for approval) that this property complies with the IFC, as adopted and amended by the City of Galveston;
 7. The applicant shall obtain necessary permits and comply with all City Codes;
 8. All fuel dispensers/charging stations shall be at or above the Base Flood Elevation;

Standard Conditions of a Planned Unit Development (PUD):

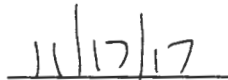
9. The applicant shall adhere to all comments/conditions received from City departments;
10. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
11. The proposed project must comply with all signage requirements per Article 5 of the Land Development Regulations;
12. The development shall adhere to all landscaping requirements per Article 9 of the Land Development Regulations; and,
13. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

Planning Commission at their regular meeting on November 7, 2017, voted unanimously to recommend approval of this request.

Respectfully submitted,



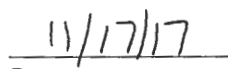
Janice Norman, Planning Manager



Date

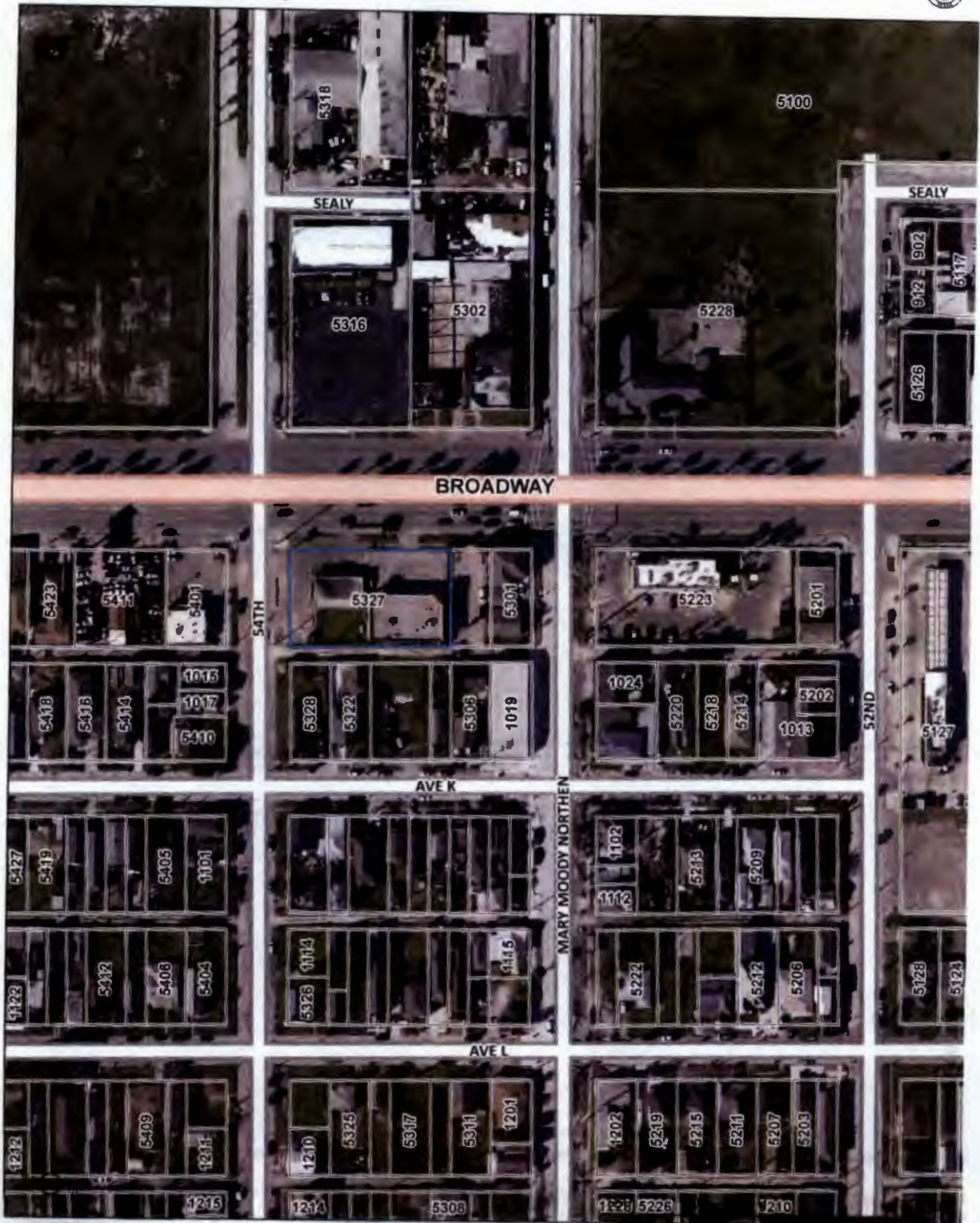


Catherine Gorman, Assistant Director, HPO, AICP



Date

Planning and Development Division



Map prepared by the City of Galveston Development Services Department (normanjan) - 10/13/2017

This product is for informational purposes and was not built or prepared for or to comply with local, state, or federal requirements.

The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the database. Therefore, the information presented on this map is for informational purposes only.

Shop & Drive

5327 Broadway Blvd.

P.U.D

Development Plan

Shop & Drive is a convenience store located at 5327 Broadway (Avenue J), Galveston Texas. The site is approximately 0.55 acres. The site consisted of two buildings (Building A – 2,220 SF & Building B – 4,500 SF.). Building A was built on level ground used as a convenience store. Building B is raised approximately four feet from natural ground used for commercial retail. The purpose of this PUD is to request a variance from the 200 feet minimum distance requirement for the location of a proposed fueling station located near a residential zoned area. Improvements for this site began in 2015 during the update of the City of Galveston - Land Development Regulations 2017. The convenience store (Building A) was demolished in 2016 for the construction of gasoline fueling station. The existing strip center (Building B) was opened in 2016 as the new convenience store. The new convenience store will service the proposed gasoline dispensers. A wood fence and landscaping is being proposed as a buffer at the property line facing an alley way that fronts an existing residential zoned area south of Broadway.

- A. Purpose: This PUD document is prepared for the purpose of incorporating fuel dispensers into the existing convenience store. (See exhibit 1)
- B. Land Use: The existing site is currently Zone C – Commercial / Mixed Use. The proposed addition of a fueling station is a permitted use under this zone. The existing properties to the north, east and west are zoned C – Commercial – Mixed Use. The existing property to the south is zoned R1- Residential – single Family. (See exhibit 2)
- C. Density: The existing site (0.55 AC) has been reduced to one building at 4,800 SF. The proposed plans are to add 6 fuel dispenser units to be serviced from the existing convenience store.(See Exhibit 3)
- D. Building Height: The existing elevation of the building is 26'. (see exhibit 4)
- E. Building setbacks: The site is zoned C – Commercial. The minimum setbacks for commercial area; Front: 10'; Sides: 5'; Rear: 10' (if abutting residential). The existing building meets the setback requirements with the following setbacks: Front: 66'; sides: 5.4', Rear: 24' (including 20' alley). (See exhibit 5)
- F. Limits of Construction: The store is proposing to construct the fuel dispensers on the west side of the existing building. (see exhibit 6)
- G. Building Elevations: The store was recently remodeled and consist of brick and stucco.(see exhibit 4)
- H. Vehicular Parking: The existing store has eight (8) parking spaces. (See exhibit 6)
- I. Pedestrian Access: The site has existing sidewalks on Broadway and 54th street. The site improvements will maintain the current access. (See exhibit 6)
- J. Streets and Circulation: The site has existing driveway access to Broadway & 54th street. The existing driveway on Broadway will be improved by consolidating all driveways into one 45' wide driveway in the middle of the property. (see exhibit 6)
- K. Screening & Landscaping: The store has 4' wide landscape bed at the front on Broadway. It is proposing to build a 6' wood fence with a 5' landscaped area along the rear (south) property line with oleanders planted. This will serve as a buffer for the new gasoline dispensers from the alley

way that abuts residential zoning. The site is proposing to re-establish parking lot screening along Broadway and 54th street.

- L. Environmental Protection: All permits for the fuel station will meet city and state regulations.
- M. Signage: a monument sign is being proposed at the North West corner of the site. This sign is to meet city signage requirements.
- N. Lighting: The store has existing wall mounted lights on the building. The fuel dispenser area will have a standard roof canopy with lighting that will meet city regulations. A photometric plan has been submitted as part of the building permit package.
- O. Phasing or Scheduling: The project is scheduled to begin construction as soon as the plans and permits acquired.

Broadway Design Guidelines:

- P. Vehicle Access: the existing driveways on Broadway will be condensed to only have two access points instead of three. The site will maintain the existing driveways on 54th street.
- Q. Building Orientation: The building orientation will not be changed. The existing building faces Broadway. Primary entrances to buildings are located on Broadway Boulevard.
- R. Grade Changes (*Ord. 17-014*): 1. Maximum grade changes from Broadway to 30-foot setback from property line will not exceed 30 inches. 2. Maximum grade change from side street will maintain a maximum 1 in 20 slope. 3. Additional elevation height changes to comply with minimum flood elevation shall occur with an accessible ramp, stairs or Texas Accessibility Standards (TAS) code approved methods. 4. Additional/steeper grade height changes may occur within the property lines outside the stipulated setback areas. Grade changes must comply with TAS.

EXHIBIT 1

SHOP & DRIVE

6327 BROADWAY, GALVESTON

Legend

NOVEMBER 2015

BROADWAY AVE

54 ST

BUILDING "A"

BUILDING "B"

Google Earth



Legend

JANUARY 2017

BUILDING "B"

BROADWAY AVE

FUTURE FUEL
SERVICE AREA

54 ST

SHOP & DRIVE
5327 BROADWAY, GALVESTON



EXHIBIT 2



EXHIBIT 3

SCALE	BY
1" = 10'	CLI
JOB NO	REV
	R
	17.2.44



EXHIBIT 4

SHOP & DRIVE
5327 BROADWAY, GALVESTON

Legend



Google Earth

10/17/2015

5.53 ft

EXHIBIT 5



SHAW-WALKER ASSOCIATES
INCORPORATED
14138 HUFFMEYER ROAD
CYPRESS, TX 77429
(281) 888-3300 FAX
(281) 888-3304 FAX



SHOP-N-DRIVE FUEL ADDITION
3527 BROADWAY
GALVESTON, TEXAS

NO.	DATE	REVISION
1	01/10/07	FINAL ISSUE
2		
3		
4		
5		
6		
7		
8		
9		
10		

PERMIT ISSUE
DATE: 01/10/07
BY: [Signature]
PROJECT: SHOP-N-DRIVE FUEL ADDITION
SHEET: 1 OF 1

SL 1.0

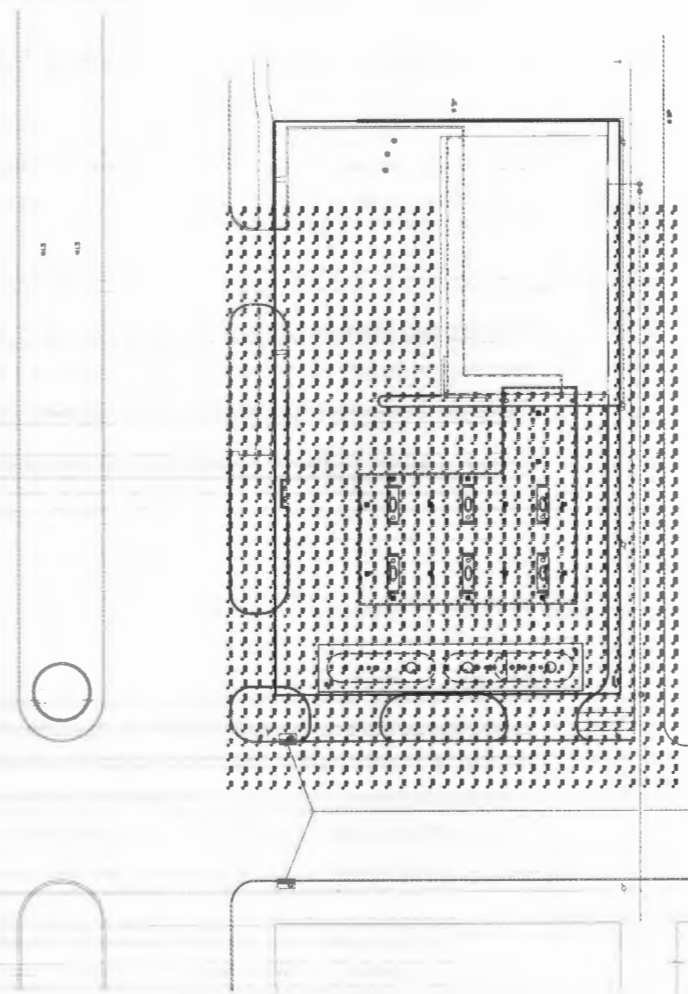


CONWAY DUNCAN
INCORPORATED
14138 HUFFMEYER ROAD
CYPRESS, TX 77429
(281) 888-3300 FAX
(281) 888-3304 FAX

REVISION	DATE	BY	CHKD	APPD
1	01/10/07	[Signature]	[Signature]	[Signature]



SITE LIGHTING PHOTOMETRICS
SCALE: 1/4" = 1'-0"



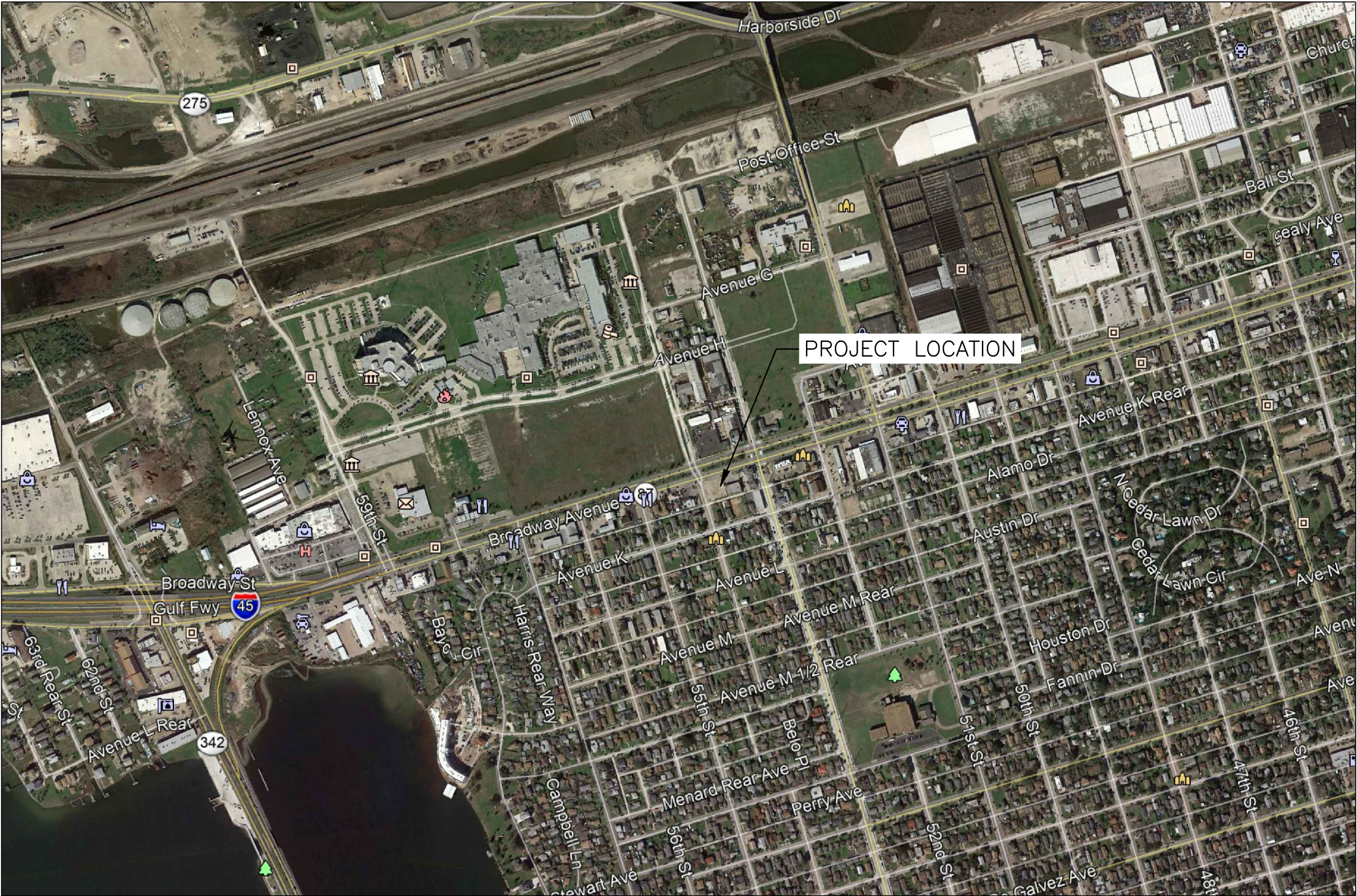
TN Food Corp dba Shop N Drive Convenient Store is located on the block of 5327 Broadway, Galveston, TX 77551. This Property is currently zoned Commercial. Shop N Drive is requesting to build 6 (six) gas bay's on this property. I, Trong Van Ha owner of TN Food Corp would like to put a Barrier Wall (Living Wall) located behind the store & behind the 6 gas bays to prevent noise from entering into the neighborhood and also to beautify the view for the residents located behind the 6 gas bays.

I am requesting a variance from the 200 feet requirement in order to build the 6 gas bays and to build a barrier in between my property and the residential neighborhood. Please sign my petition in support of this request.

ADDRESS	NAME of OWNER	PHONE #	SIGNATURE of SUPPORT
1019 53rd aka Mary Moody Northen	John C. Viggiano, III		
1024 53rd aka Mary Moody Northen	Keo & Ann Marie Nguyen	832 221 9167	John Marie Nguyen
1015 54th St.	Francisco Monsibais, Jr.	409-744-1051	Francisco Monsibais, Jr.
1017 54th St.	Francisco Monsibais, Jr.	409-744-1051	Francisco Monsibais, Jr.
5223 Broadway	McDonalds		
5301 Broadway	Nolberto Vela	5409-744-1010	Sally Vela
5302 Broadway	Santiago & Mary Rodriguez	409-789-1463	Mary Rodriguez
5316 Broadway	Galveston Four S Investments, Inc.	409-770-4803	
54th & Broadway	Justice Admin/Jail Bldgs		
5401 Broadway	Robert E. Laguarda	409 444-1915	
5411 Broadway	Hector & Teresa Ventura	409-443-8572	
5222 Ave K	Bernard Anthony Dale	409 447-5746	Bernard Anthony Dale
5306 Ave K	Carlos & Ana Erika Gonzalez		
Abst 628 Page 90 Lots 18 thru 20 Blk 4 Der	Trong Van Ha	409 692-3576	Trong Van Ha
	Shahri Investment LLC &/or Ben & Jo Nell Scott	231-923-4178	Joe Shahn
5310 Ave K	She Island Homes LLC		
5322 Ave K	Elsa Manuela Dominguez	409-599-4648	Elsa M. Dominguez
5328 Ave K	Francisco Monsibais, Jr.	409-744-1051	Francisco Monsibais, Jr.
5410 Ave K	Gustavo Hernandez & Wife	409-744-0360	Gustavo Hernandez
5412 Ave K	William Anthony Hernandez, Jr.	409-745-1930	William Anthony Hernandez
5414 Ave K	Arthur Garcia	409-526-7519	Arthur Garcia

SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY, GALVESTON TEXAS 77551



PROJECT LOCATION

INDEX OF DRAWINGS

0.00	COVER
0.01	SURVEY
CIVIL	
C1.01	SITE PLAN
C1.02	SITE GRADING PLAN
S2.01	STRUCTURAL DETAILS
FUEL	
FS1.0	FUEL SITE PLAN
CA1.0	CANOPY ELEVATIONS
GM2.1	TANK PLAN & DETAILS
GM2.2	FUEL SYSTEM DETAILS
GM2.3	FUEL SYSTEM DETAILS
GM2.4	FUEL SYSTEM DETAILS
GM9.0	FUEL SYSTEM NOTES
ELECTRICAL	
SE1.0	SITE ELECTRICAL PLAN
GE1.0	FUEL SYSTEM ELECTRICAL SCHEDULES AND DETAILS
GE1.1	FUEL SYSTEM ELECTRICAL DIAGRAMS AND DETAILS
SL1.0	SITE LIGHTING AND PHOTOMETRIC

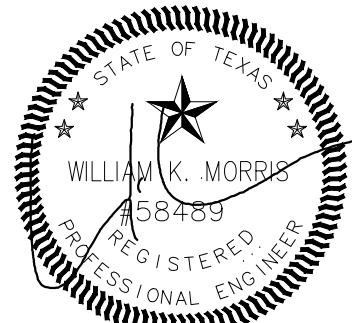


VICINITY MAP



morris+associates
Build on Our Strengths

FIRM # 1449
14139 HUFFMEISTER ROAD
CYPRESS, TX. 77429
(281) 855-6433
(281) 858-4304 FAX
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WILLIAM K. MORRIS
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
No. 58469

FIRM#1441 10/24/2017

SHOP-N-DRIVE FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

REVISIONS		DATE	BY	DESCRIPTION
1	10/24/2017	10/24/2017	10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION

Drawn Checked MCM

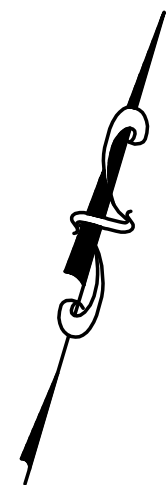
PERMIT ISSUE

Project No. 4169
Title

COVER

Sheet No.

0.00



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

- LEGEND:
- AC. - ACRES
 - A/C - AIR CONDITION
 - A.E. - AERIAL EASEMENT
 - B.L. - BUILDING LINE
 - B.D.G. - BUILDING
 - BO. - BOLLARD
 - CB - CATCH BASIN
 - CONC. - CONCRETE
 - COV'D. - COVERED
 - CP - CRIMPED PIPE
 - DA - DUMPSTER AREA
 - ELEC. - ELECTRIC
 - ESMT. - EASEMENT
 - FC - FILM CODE
 - FH - FIRE HYDRANT
 - FND. - FOUND
 - GM - GAS METER
 - GCCF - GALVESTON COUNTY CLERKS FILE
 - GCCR - GALVESTON COUNTY DEED RECORDS
 - GCMR - GALVESTON COUNTY MAP RECORDS
 - HCPS - HANDICAP PARKING SPACE
 - HL&P - HOUSTON LIGHTING & POWER
 - I.P. - IRON PIPE
 - I.R. - IRON ROD
 - LP - LIGHT POST
 - MH - MANHOLE
 - MW - MONITORING WELL
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - PP - POWER POLE
 - PS - PARKING SPACES
 - PTP - PINCHED TOP PIPE
 - R.O.W. - RIGHT OF WAY
 - RR - RAILROAD
 - SAN. - SANITARY
 - SP - SERVICE POLE
 - SQ. FT. - SQUARE FEET
 - S.S.E. - SANITARY SEWER EASEMENT
 - STM. - STORM
 - STM.S.E. - STORM SEWER EASEMENT
 - SWBT - SOUTHWESTERN BELL TELEPHONE
 - TEL. - TELEPHONE
 - TLP - TRAFFIC LIGHT POLE
 - TSB - TRAFFIC SIGNAL BOX
 - U.E. - UTILITY EASEMENT
 - WM - WATER METER
 - WV - WATER VALVE
 - WY - BARBED WIRE FENCE
 - WY - CHAIN LINK FENCE
 - WY - CONCRETE
 - WY - COVERED CONCRETE
 - WY - ASPHALT
 - WY - OVERHEAD POWER LINES
 - WY - WOOD FENCE
 - WY - WROUGHT IRON FENCE

FOUND 1/2" IRON ROD

250.2'

BENCHMARK:

FLOODPLAIN REFERENCE MARK NUMBER AW0461 IS A VERTICAL CONTROL DISK SET IN A RETAINING WALL OR CONCRETE LEDGE. AT 8222 HARBORSIDE DRIVE, IN TOP OF AND 1 FOOT WEST OF THE EAST END OF THE NORTH CONCRETE HEADWALL OF A CULVERT UNDER A PAVED ROAD LEADING TO A RAILROAD DRAW BRIDGE, 173.9 FEET WEST OF THE DRIVE CENTER, 88.6 FEET EAST OF THE CENTER OF A DRIVEWAY, 41.7 FEET SOUTH OF THE SOUTHWEST CORNER OF THE LUCUS CONSTRUCTION COMPANY AT 8222 HARBORSIDE DRIVE, 18.4 FEET NORTH OF THE ROAD CENTER, AND 1.0 FEET ABOVE THE LEVEL OF THE ROAD.

ELEV. 6.28 FEET NAVD 1988, 2001 ADJUSTED.

NOTES:

- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
- SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY. THERE MAY BE EASEMENTS, BUILDING LINES AND OTHER MATTERS OF RECORD NOT SHOWN HEREON.
- FENCES DO NOT FOLLOW PROPERTY LINES AS SHOWN.

FLOOD NOTE:

SUBJECT PROPERTY IS LOCATED IN A FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA AND IS IN ZONE "AE". MAP # 485469, PANEL 0022E, DATED 12-06-02. This information is based on graphic plotting only. We do not assume responsibility for exact determination.

SURVEYOR'S CERTIFICATION

PROPERTY SUBJECT TO SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS. I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of survey showing any improvements, from legal descriptions supplied by client. There are no encroachments apparent on the ground, except as shown. This survey is only certified for boundary and this transaction only. Surveyor did not abstract property. Easements, building lines, etc. shown are as identified by:

GP _____ N/A _____ of _____ N/A _____

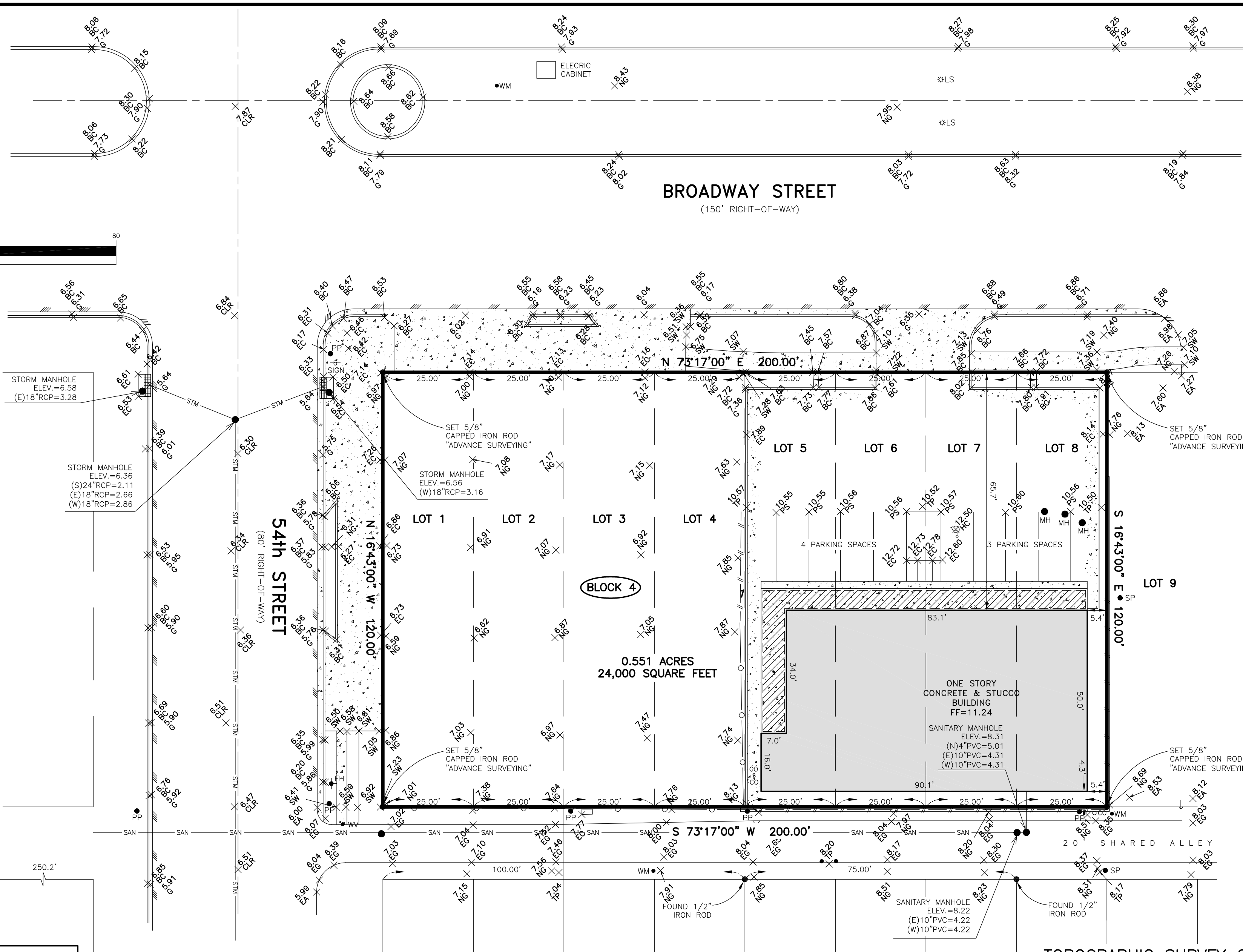
HENRY M. SANTOS, Registered Professional Land Surveyor No. 5450



- ABSTRACTING BY TITLE COMPANY.
- ALL BEARINGS ARE BASED ON RECORDED PLAT OF SAID SUBDIVISION.
- COPYRIGHT 2017, Advance Surveying, Inc.(Email: advance_survey@asi23.com)

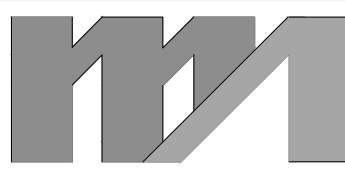
 PHONE: 281 530-2939 FAX: 281 530-5464	PURCHASER: DOAN AND ASSOCIATES, LLC.,	SCALE: 1" = 20'
	ADDRESS: 5327 BROADWAY STREET GALVESTON, TEXAS 77551	FIELD WORK: 05-
	LENDER: N/A	DRAFTING: 16/
	TITLE CO.: N/A	FINAL CHECK: 16/AT
	JOB NO.: 057654-17-01	REVISIONS:
	G.F. NO.: -	
	KEY MAP: -	

ADVANCE SURVEYING, INC.
10518 KIPP WAY SUITE A-2 • HOUSTON, TEXAS 77099 • TBPLS FIRM NO. 10099200



TOPOGRAPHIC SURVEY OF

LOTS 1 THRU 8, IN BLOCK 4 OF DENVER RESURVEY, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 91, PAGE 196, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.



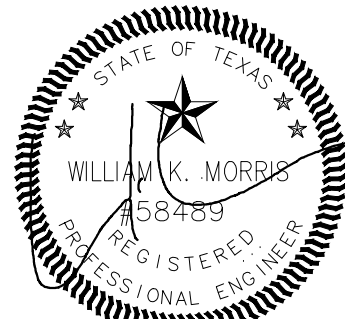
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FORM # 1449

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CYPRESS, TX. 77429

(281) 855-6433
(281) 858-4304 FAX

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FIRM#1441 10/24/2017

SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY
GALVESTON, TEXAS

NO.	DATE	REVISIONS
		PERMIT ISSUE
	10/24/2017	SITE PLAN REGION - NEW DRIVEWAY LOCATION

Drawn MCM
Checked -

PERMIT ISSUE

Project No. 4169

Title

**PETROLEUM SITE
PIPING PLAN**

Sheet No.

FS1.0

SCOPE OF WORK SUMMARY:

THE PROJECT CONSISTS OF INSTALLING 2 NEW DOUBLE WALL UNDERGROUND STORAGE TANKS, 6 NEW FUEL DISPENSERS, A NEW 6 PACK PRE-ENGINEERED CANOPY, NEW PRODUCT PIPING, AND BRAND NEW TANK ASPURTEANCES (SUBMERSIBLE PUMPS, MANWAYS, SPILL BUCKETS, MONITORING EQUIPMENT, ETC.). ALL TANKS WILL BE INSTALLED WITH CONTROLS AND SAFETY DEVICES AS NECESSARY.

THERE WILL BE ELECTRICAL AND LOW VOLTAGE SENSOR INSTALLATION FOR MONITORING EQUIPMENT INSIDE THE BUILDING.

FUEL SYSTEM NOTES:

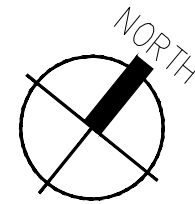
- ALL COMPONENTS OF THE SELF-SERVE FUELING SYSTEM ARE TO BE IN COMPLIANCE WITH AND SHALL COMPLY WITH NFPA 70, 30 & 30A. FACILITY SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS.
- AN AS-IS LAYOUT OF ALL FUEL PRODUCT AND VENT LINES ARE TO BE SUBMITTED UPON COMPLETION TO BE FILED FOR FUTURE REFERENCE.
- ALL SUBPUMPS SHALL HAVE AN APPROVED DIGITAL LINE LEAK DETECTOR.
- BREAKAWAYS ARE TO BE INSTALLED ON ALL DISPENSER HOSES.
- DISPENSER NOZZLES SHALL BE LISTED FOR USE AT PREPAY STATIONS.
- ALL PRODUCT LINES ARE TO BE 2" OPW FLEXWORKS WITH SECONDARY CONTAINMENT SYSTEM. CONTAINMENT SUMPS ARE TO BE PLACED AT SUB-PUMPS AND UNDER EACH DISPENSER. SPILL CONTAINMENT AND OVERFILL PROTECTION ARE TO BE INSTALLED ON ALL TANKS. A TLS-450 (OR EQUAL) SYSTEM IS TO BE INSTALLED.
- THIS IS TO BE A 3+1-PRODUCT BLENDING SYSTEM USING 2 TANKS FOR GASOLINE, DIESEL TO BE PROVIDED AT DISPENSERS AS INDICATED.
- THE ATTENDANT SHALL HAVE A CLEAR VIEW OF ALL DISPENSERS.
- THE INTERCOM SPEAKER IS TO BE LOCATED INSIDE THE MPD.
- OPERATING INST. AND WARNING SIGNS MUST BE CONSPICUOUSLY POSTED IN THE DISPENSING AREA.
- CANOPY LIGHT INSTALLATION: IMMEDIATELY PRIOR TO INSTALLING FIXTURE, APPLY C.E. SCS 1202 SILICONE SEALANT COMPLETELY AROUND FIXTURE FLANGE, BETWEEN GASKET AND FIXTURE SIDES. SEALANT SHOULD RISE 1/4" ABOVE GASKET. AFTER INSTALLING FIXTURE, APPLY GENEROUS AMOUNT OF SEALANT AROUND THE ENTIRE FIXTURE FRAME, MAKING SURE THE AREA BETWEEN CEILING AND FIXTURE IS COMPLETELY SEALED.
- AT LEAST ONE 4-A-80-B-C FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 100' OF FUELING DISPENSERS.
- EMERGENCY SHUTOFF SWITCH SHALL BE LOCATED BETWEEN 20 FEET AND 100 FEET OF DISPENSERS.
- ELECTRICAL CONTRACTOR IS TO TEST THE EMERGENCY SHUTOFF SYSTEM AND REPORT THAT THE SYSTEM WORKS AS REQUIRED.
- INSTALLER IS TO PROVIDE CERTIFICATION THAT THE TANK INSTALLATION IS IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA 30 AND THE TANK MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- ALL ELECTRICAL WORK SHALL BE INSTALLED PER NFPA 30-A (CURRENT EDITION) AND NFPA 70 (CURRENT EDITION).
- VENTS THAT RUN THROUGH CANOPY COLUMNS SHALL TERMINATE A MINIMUM OF 5 FEET ABOVE THE HIGHEST HORIZONTAL PROJECTION OF THE CANOPY.
- TANKS ARE TO BE INSTALLED LEVEL - NOT TILTED. THIS IS IMPORTANT TO AVOID WATER COLLECTION IN THE END OF TANK.

GAS PIPING NOTE

THE SCHEMATIC LAYOUT SHOWN FOR THE GAS PIPING IS A SUGGESTION OF HOW THE PIPING SHOULD RUN. THE FIELD INSTALLER IS TO HAVE JURISDICTION ON INSTALLATION OF ALL THE FUEL PRODUCT PIPING AND RELATED COMPONENTS. DURING AND FOLLOWING THE INSTALLATION, THE INSTALLER IS TO DOCUMENT AS-BUILT INFORMATION FOR FUTURE REFERENCE AND RETURN SAME TO MORRIS + ASSOC. FOR RECORDING.

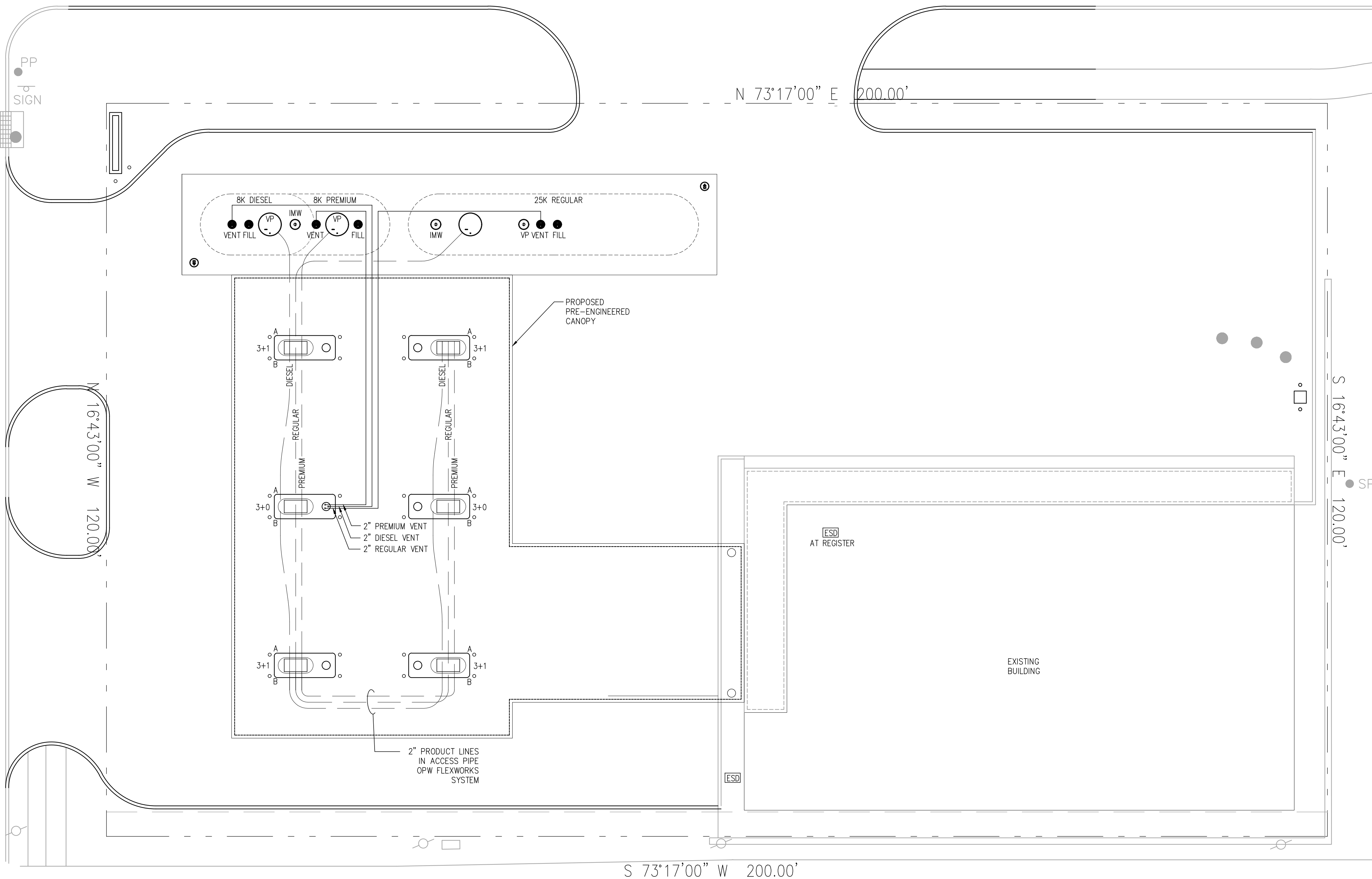
LEGEND

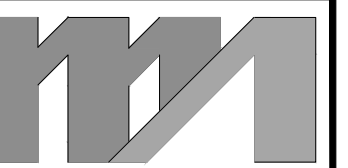
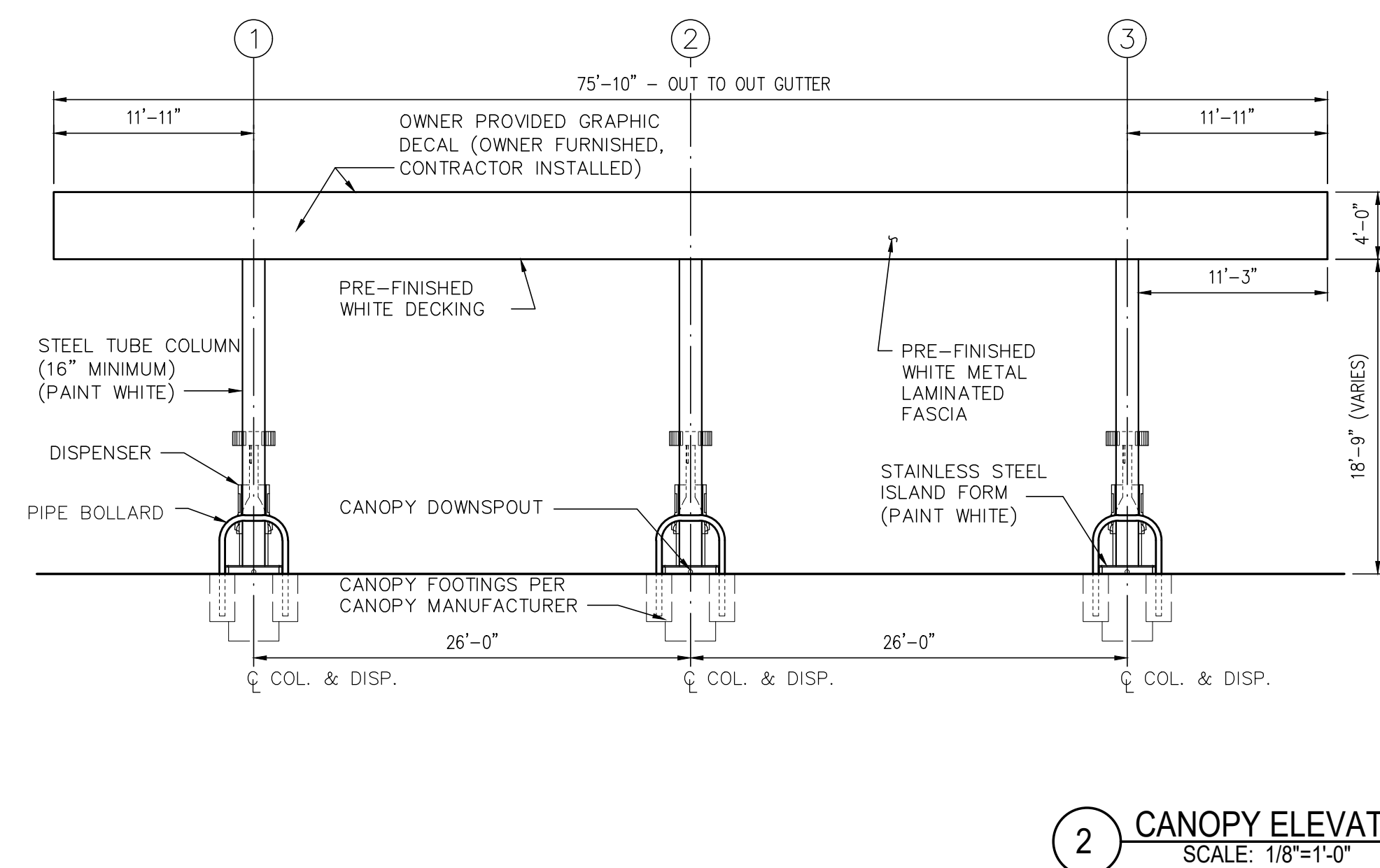
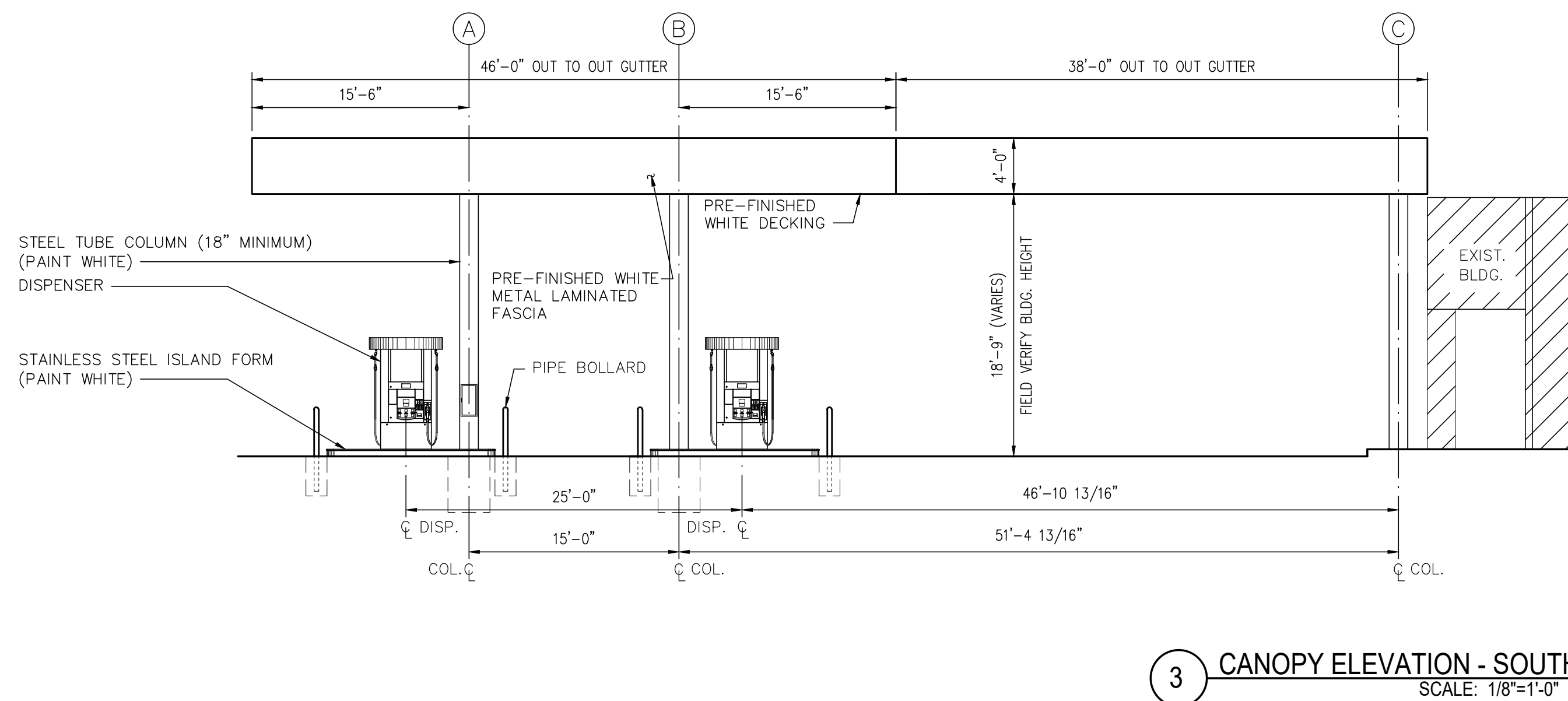
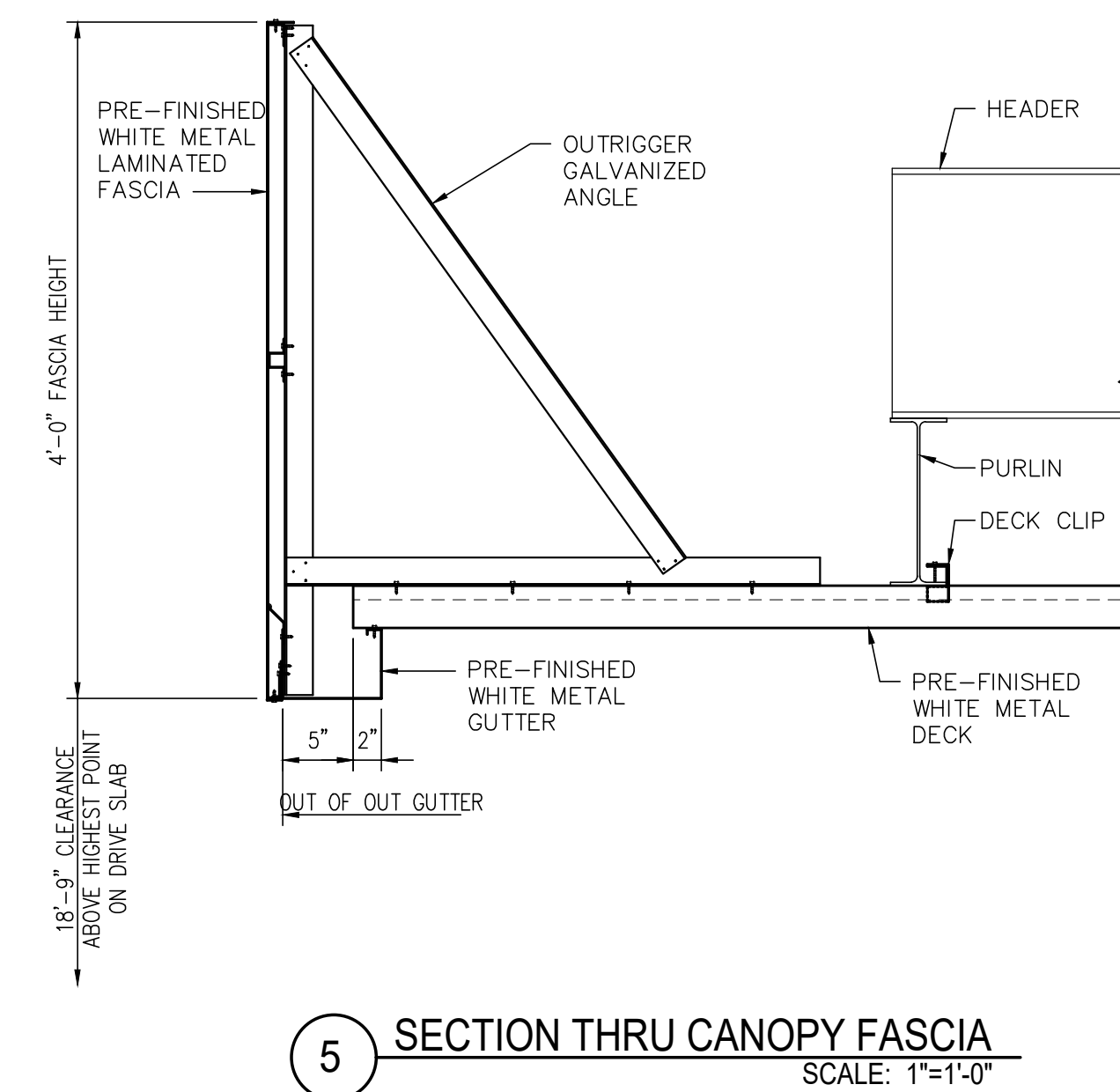
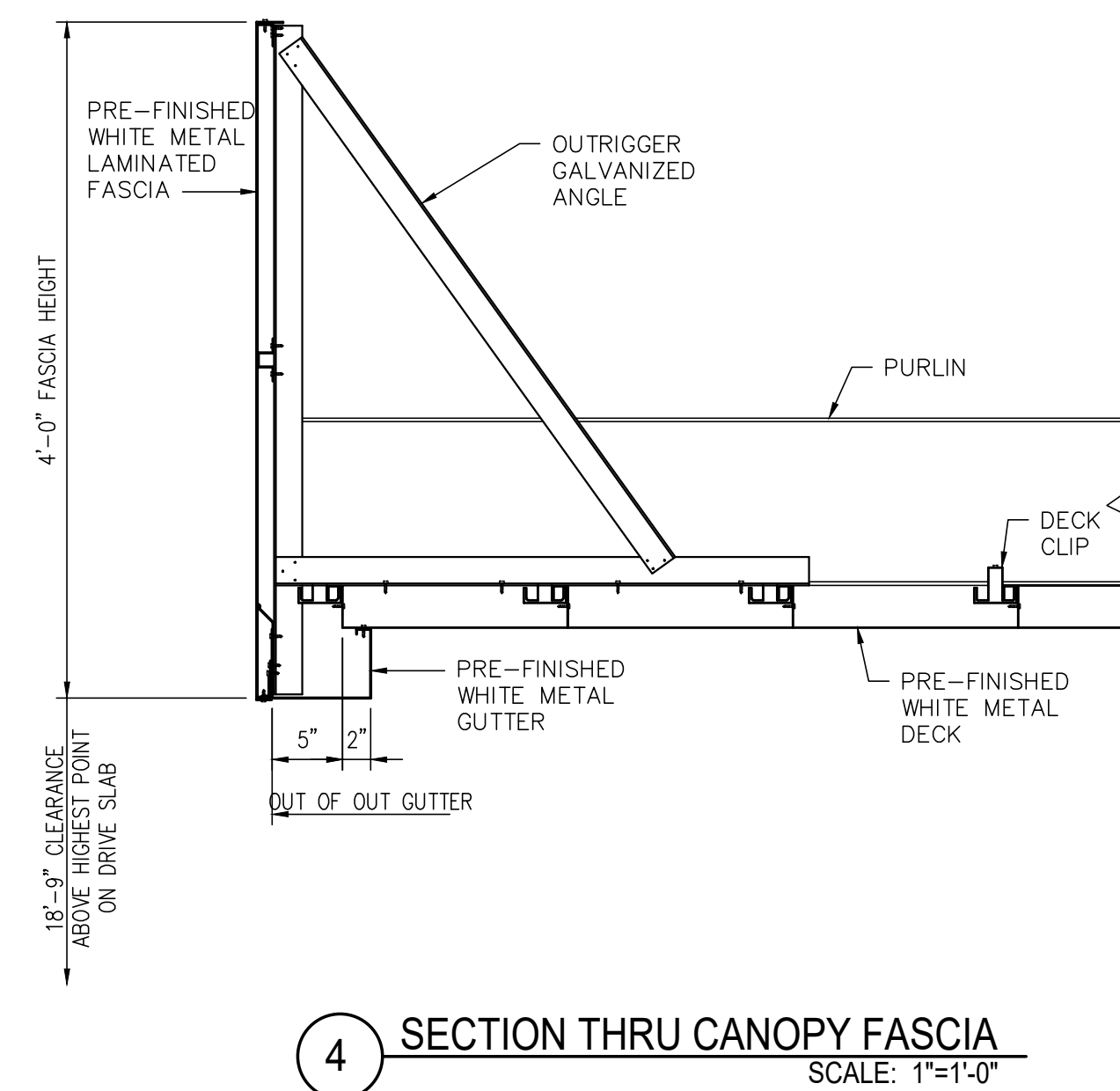
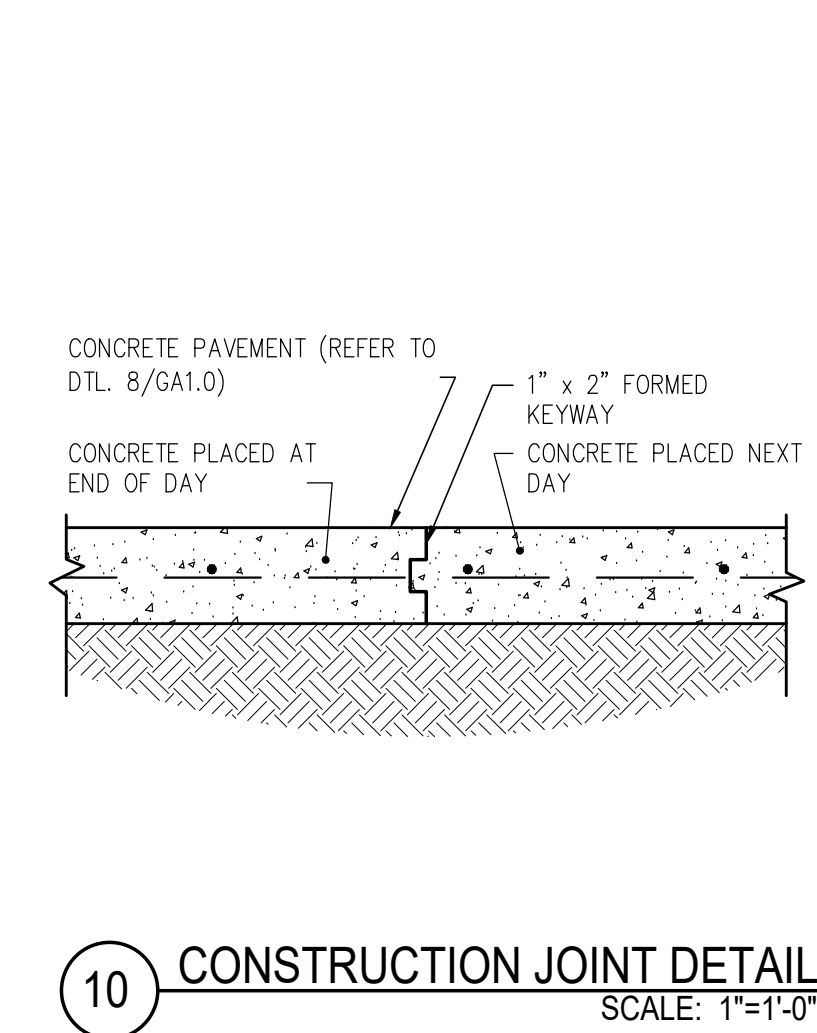
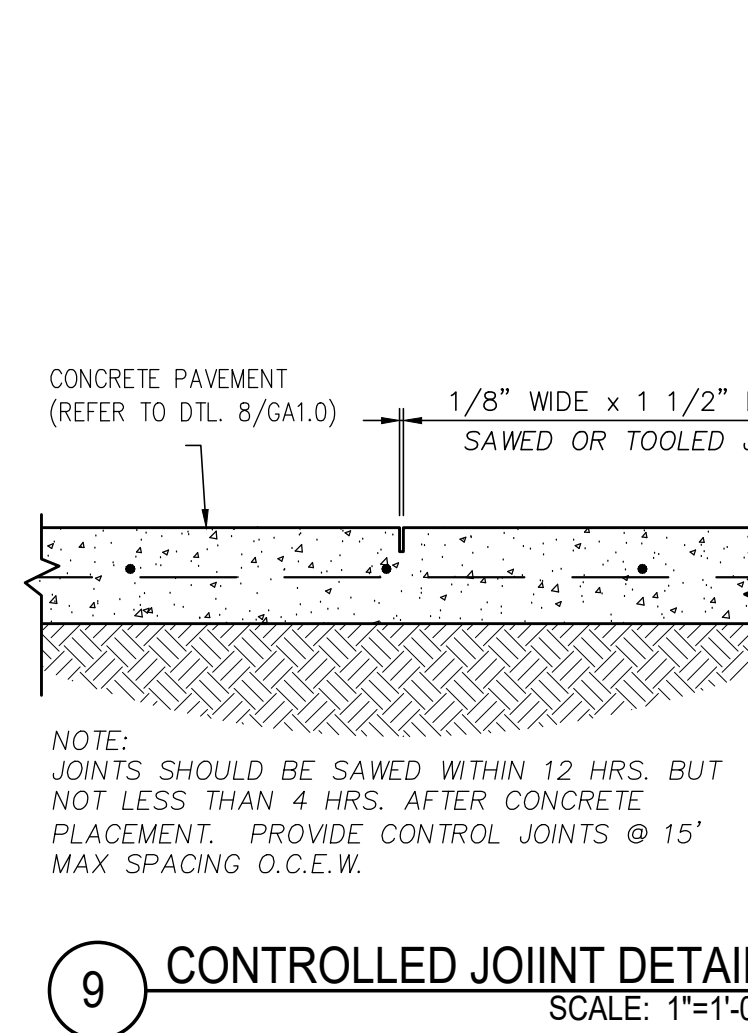
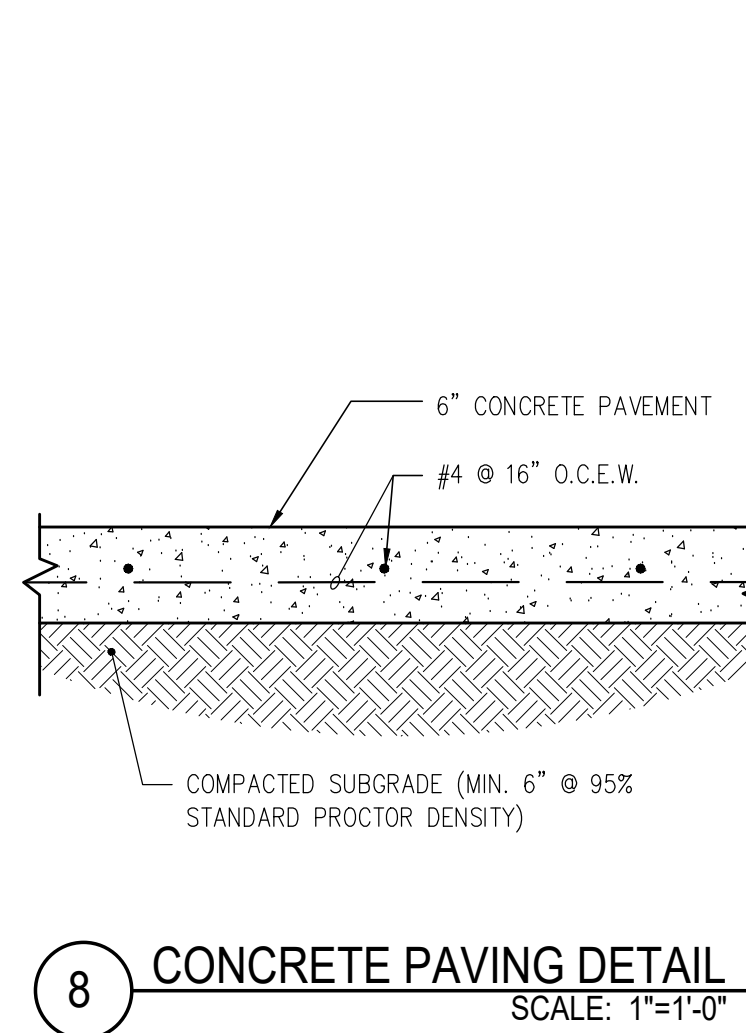
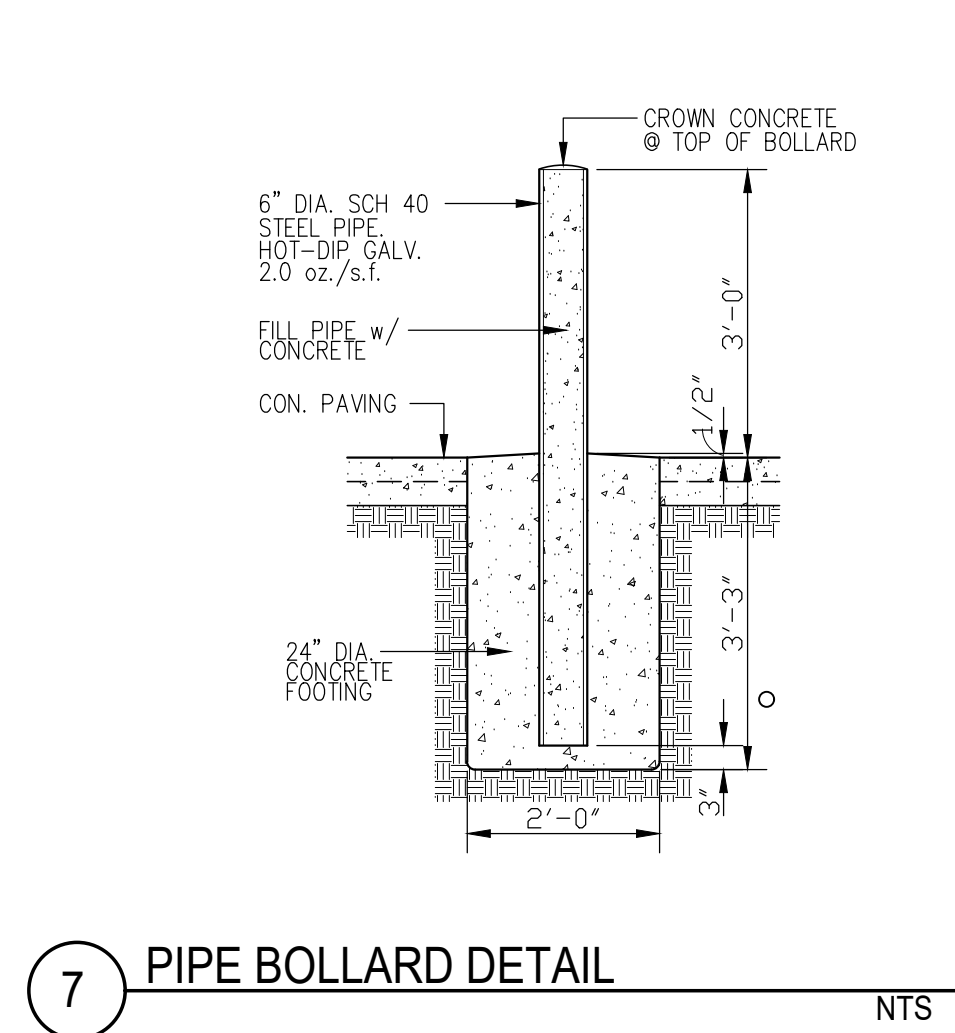
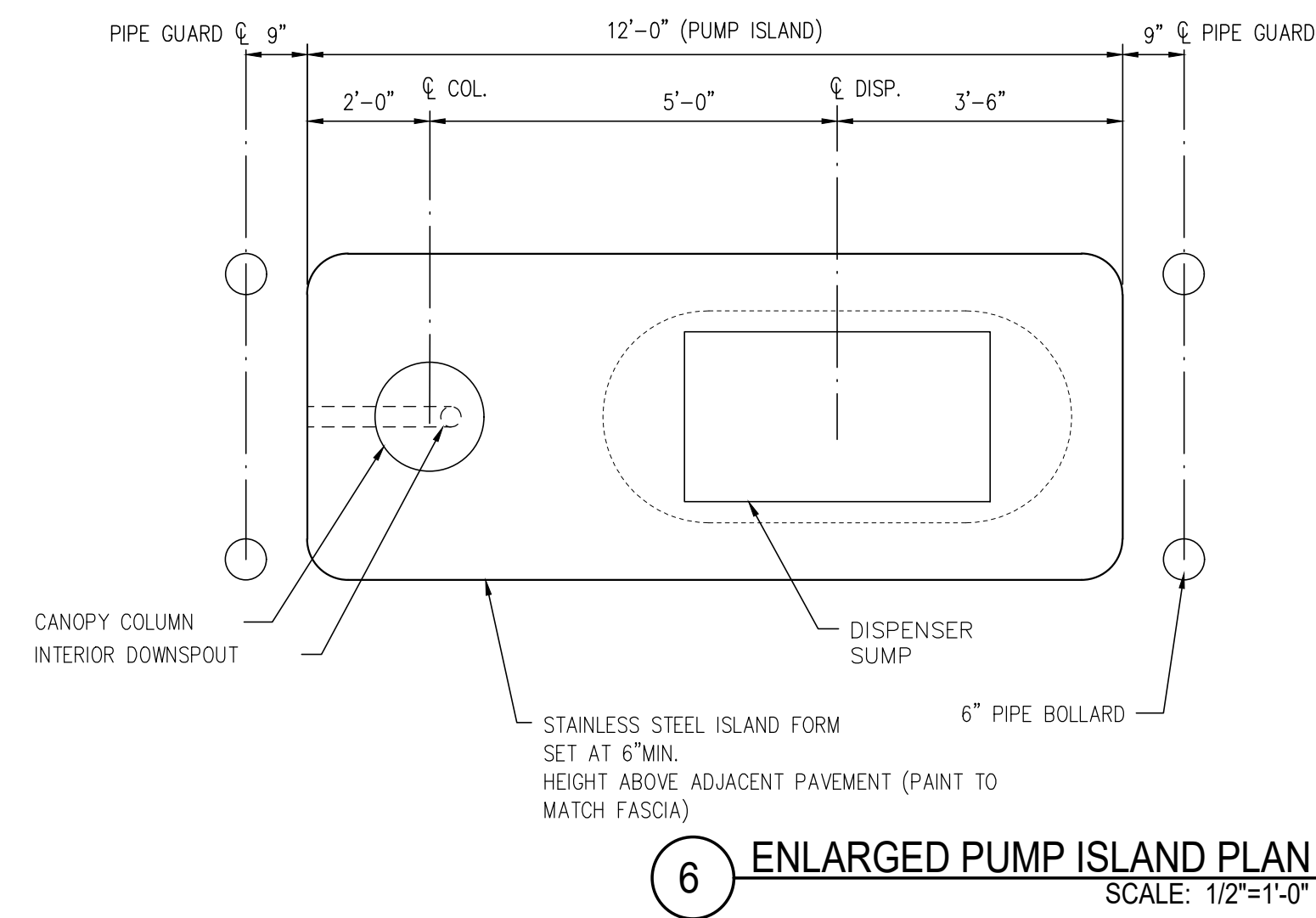
- IMW = INTERSTITIAL MONITORING WELL WITH ELECTRONIC MONITORING PROBE
- VP = VOLUME PROBE FOR ELECTRONIC GAUGING



BROADWAY AVENUE J

54TH





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FIRM#1441 10/24/2017

SHOP-N-DRIVE FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

DATE	REVISIONS
10/05/2017	PERMIT ISSUE
10/24/2017	SEE PLAN REVISION - NEW DRIVEWAY LOCATION

Drawn: MCM
Checked: -

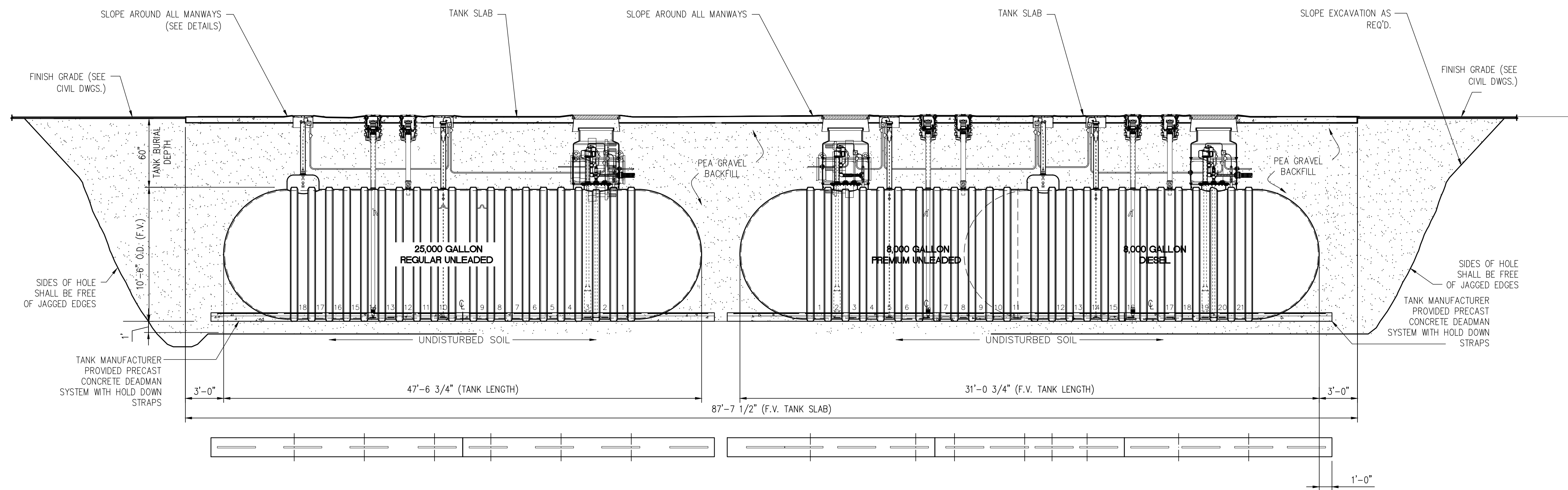
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Project No. 4169

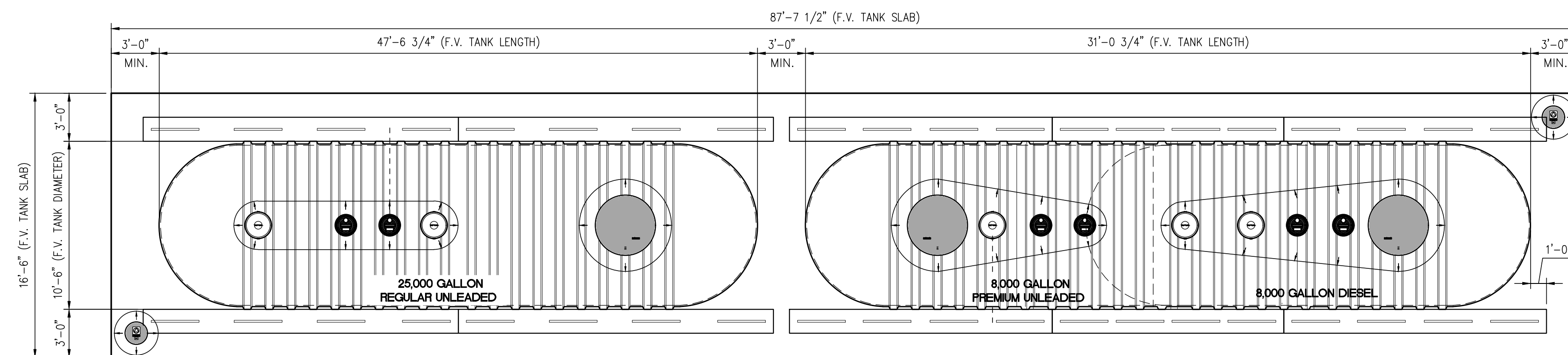
CANOPY
PLAN AND
ELEVATIONS

Sheet No.

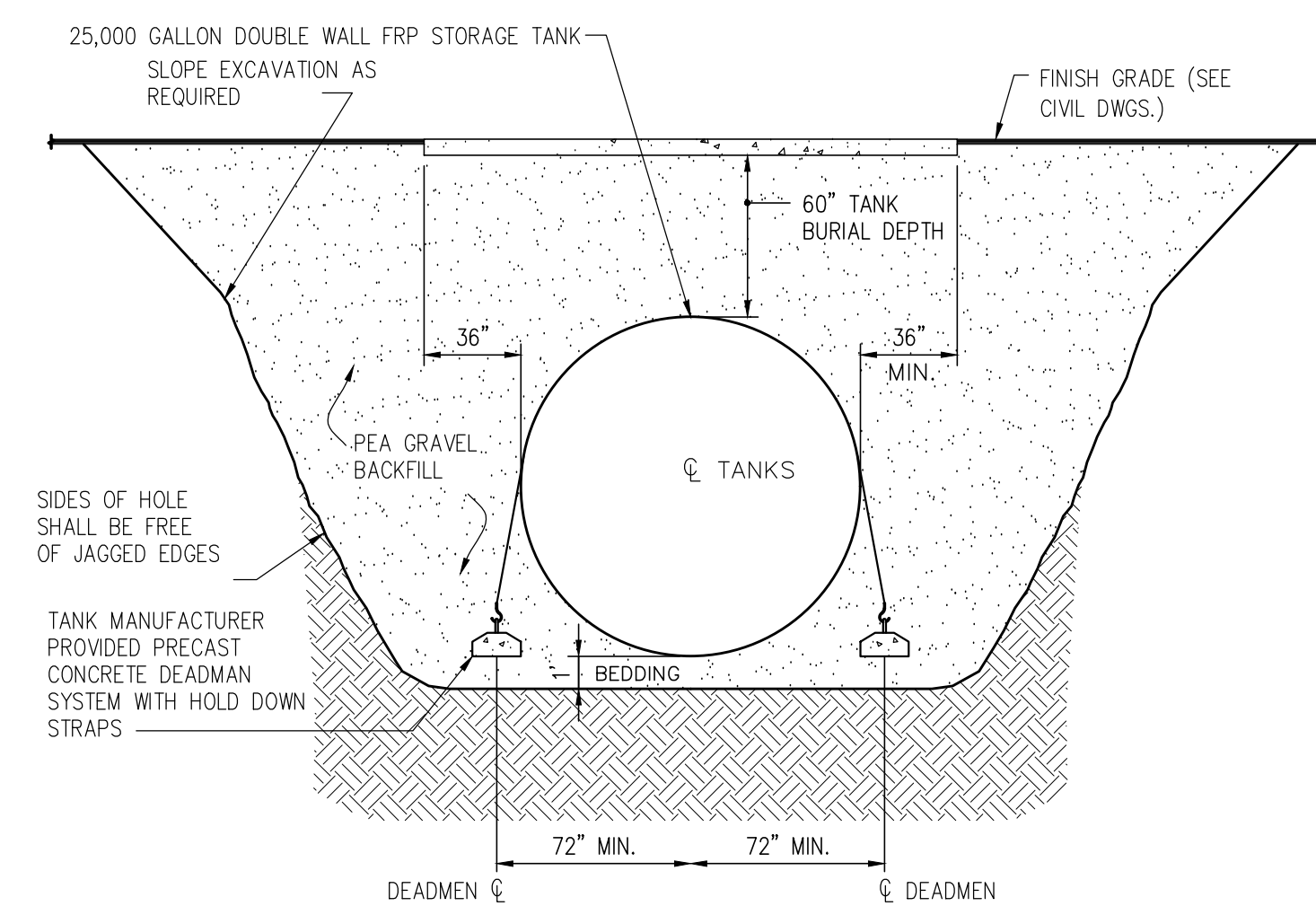
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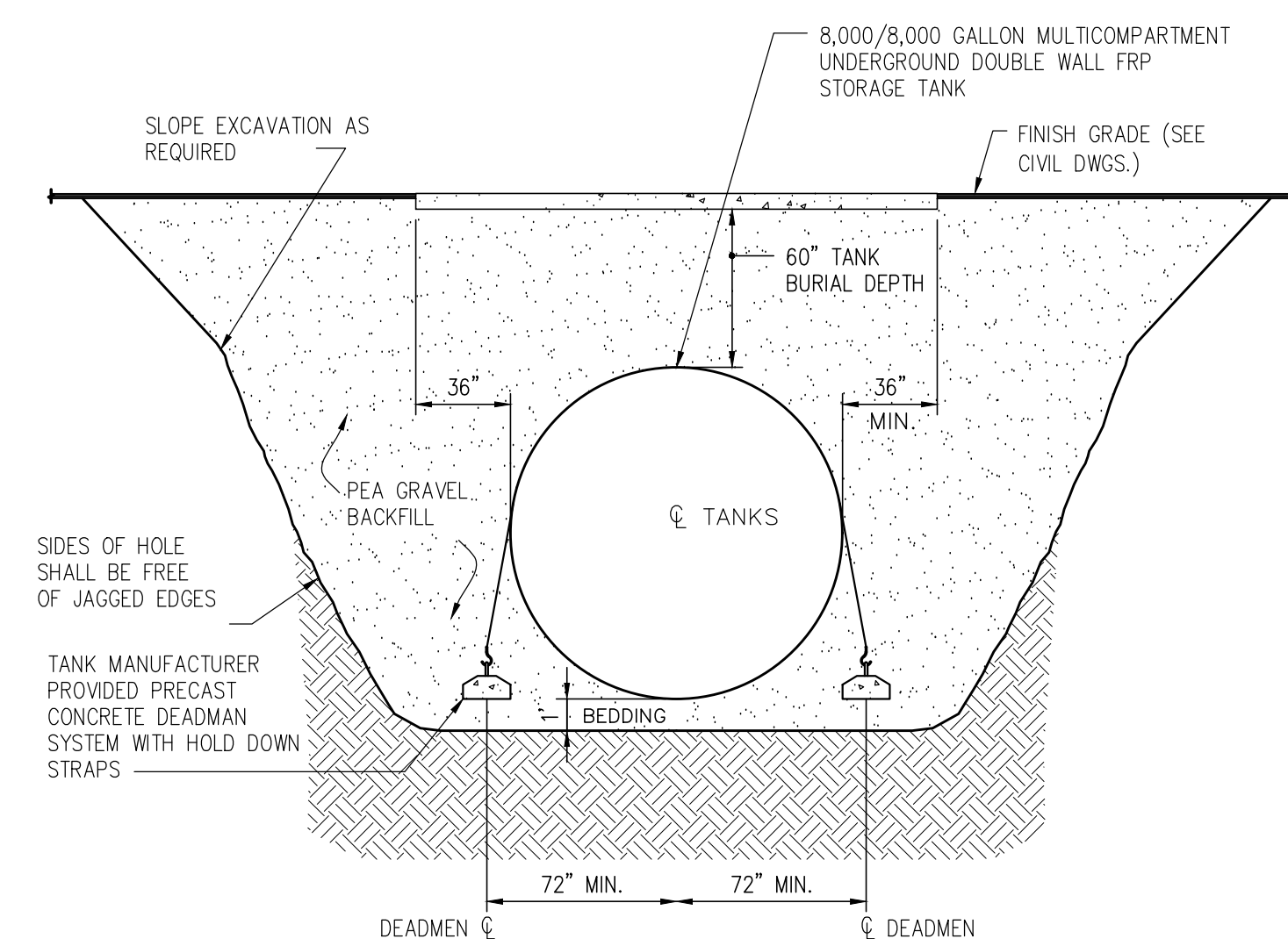
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SCALE: NONE



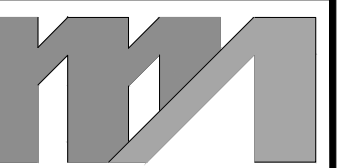
2 PLAN VIEW 8,000/8,000 GALLON COMPARTMENTALIZED AND 25,000 GALLON DOUBLE WALL FIBERGLASS UNDERGROUND STORAGE TANKS
SCALE: NONE



3 PREMIUM UNLEADED/DIESEL TANK - STAGE I VAPOR RECOVERY
SECTION AT 8,000/8,000 GALLON DOUBLE WALL FIBERGLASS UNDERGROUND STORAGE TANK
SCALE: NONE



4 REGULAR UNLEADED TANK - STAGE I VAPOR RECOVERY
SECTION AT 25,000 GALLON DOUBLE WALL FIBERGLASS UNDERGROUND STORAGE TANK
SCALE: NONE



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2	10/24/2017	SEE PLAN REVISION - NEW DRIVEWAY LOCATION

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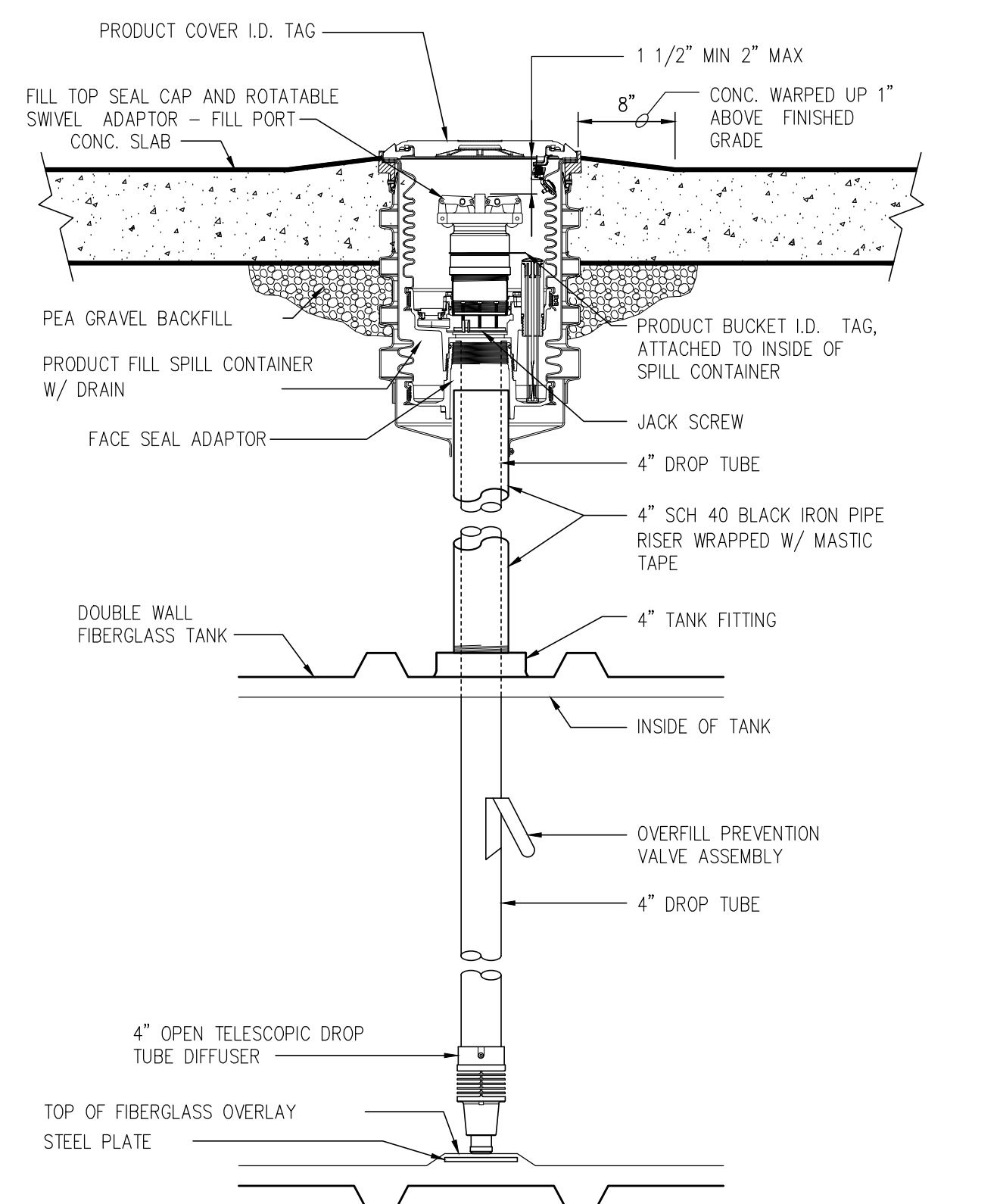
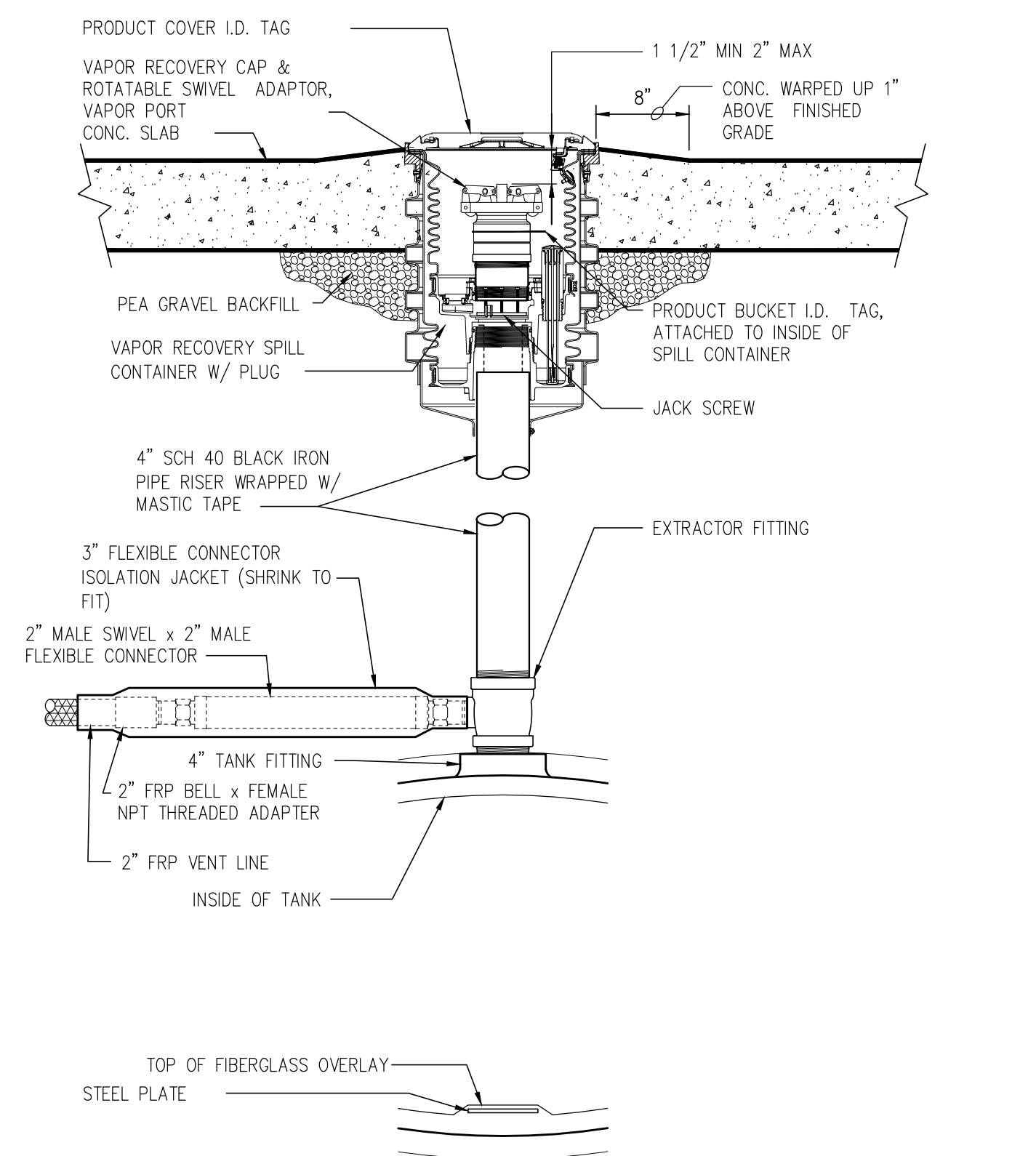
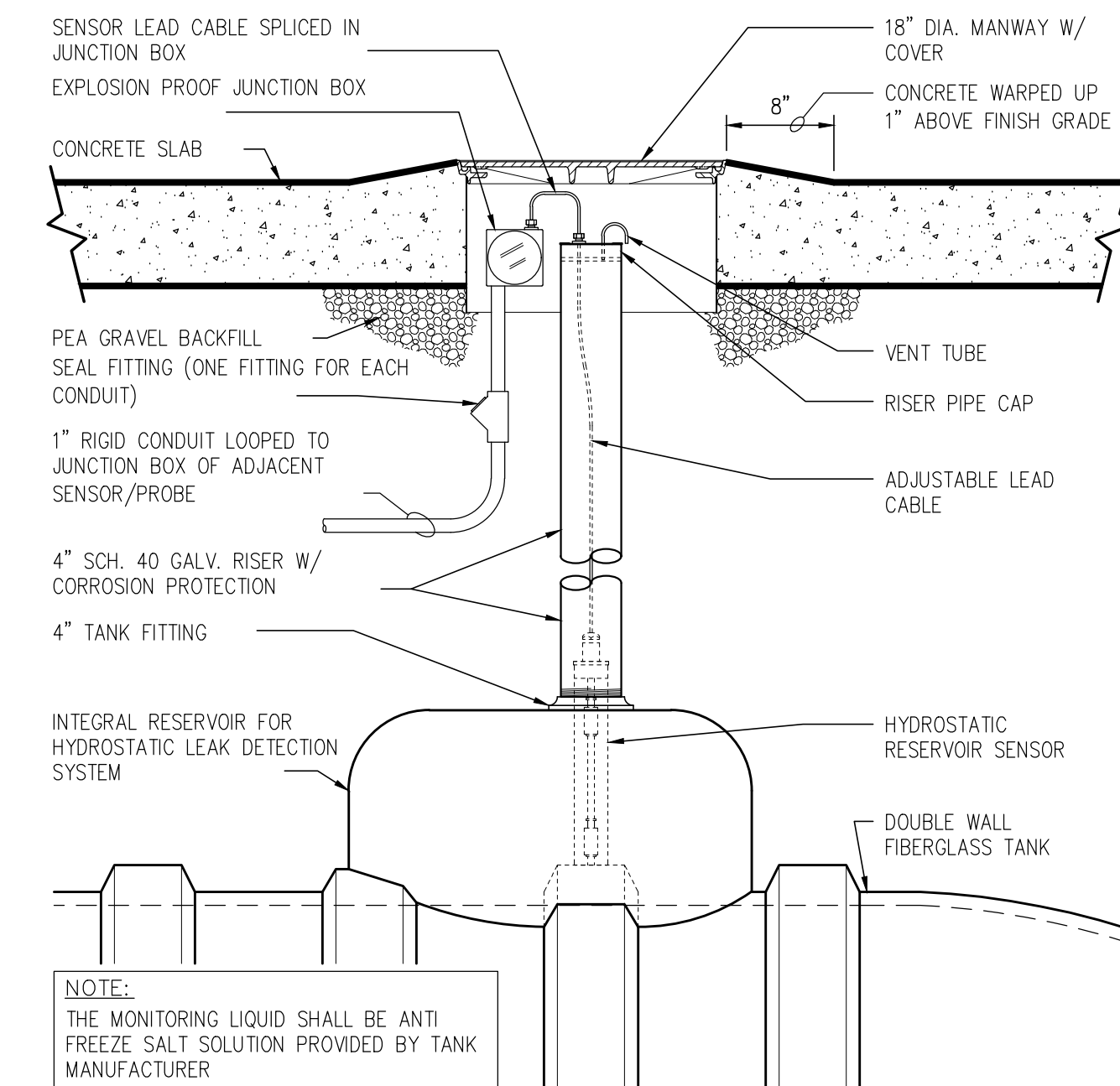
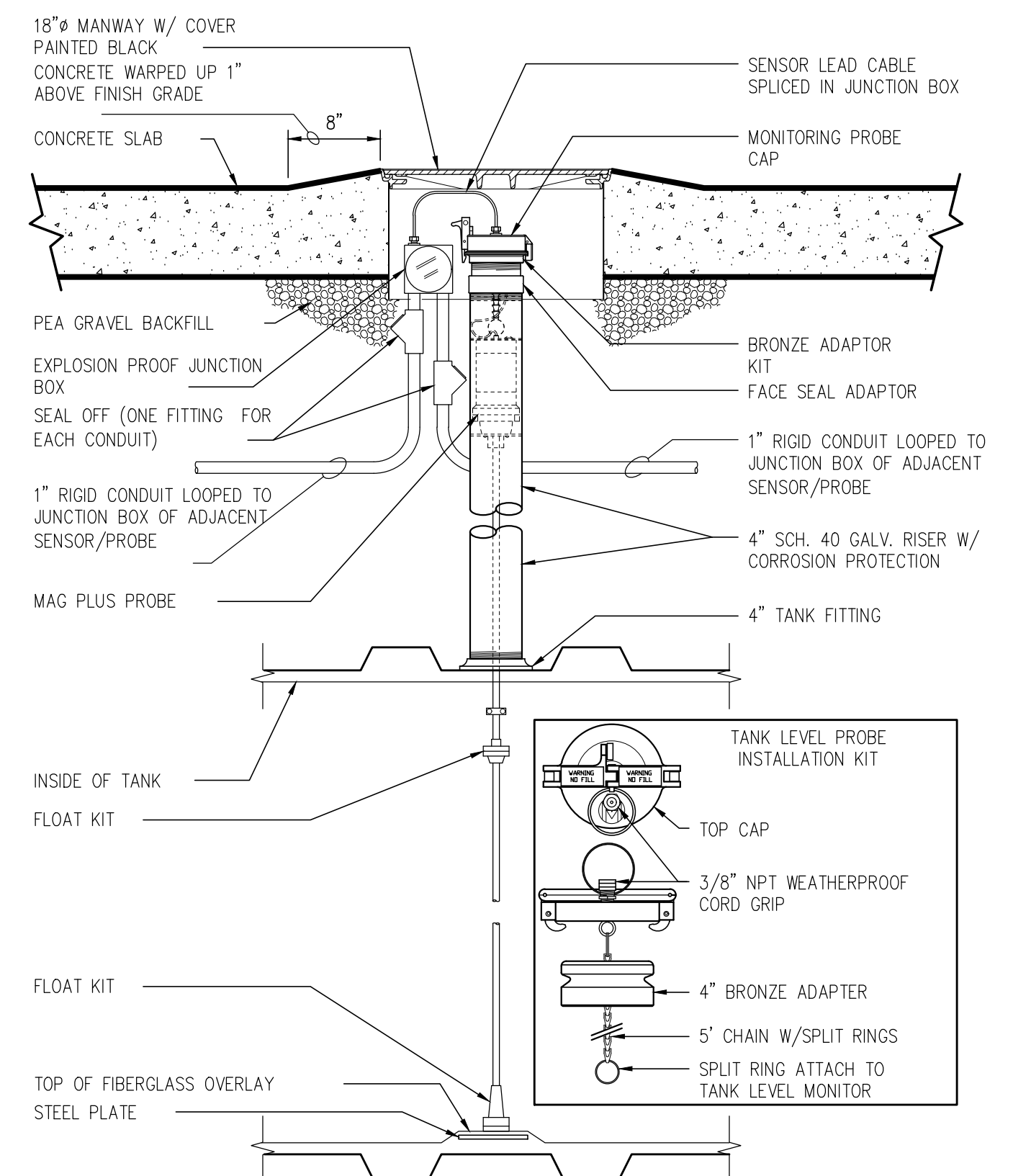
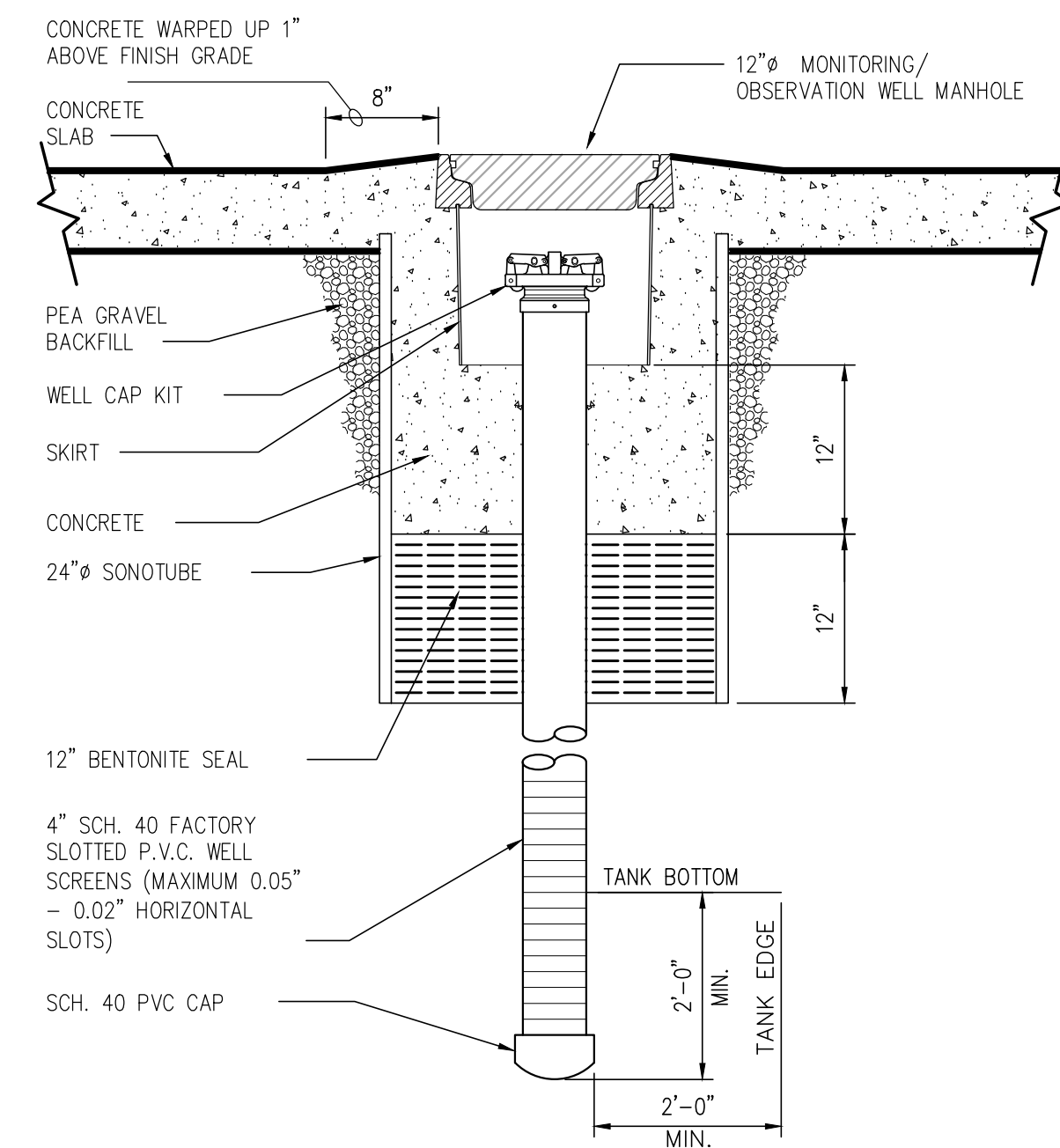
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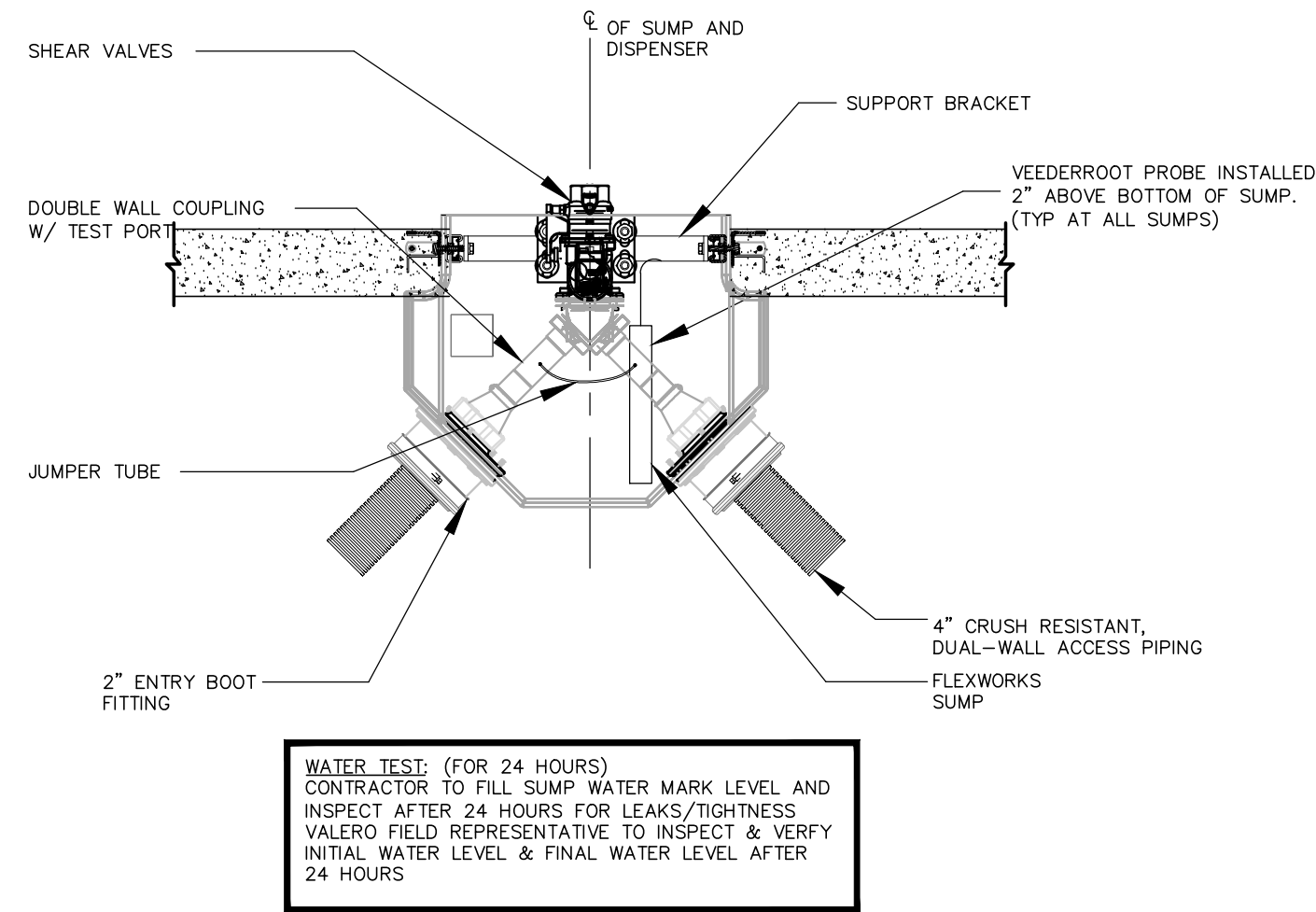
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TANK PLAN & DETAILS

Sheet No.

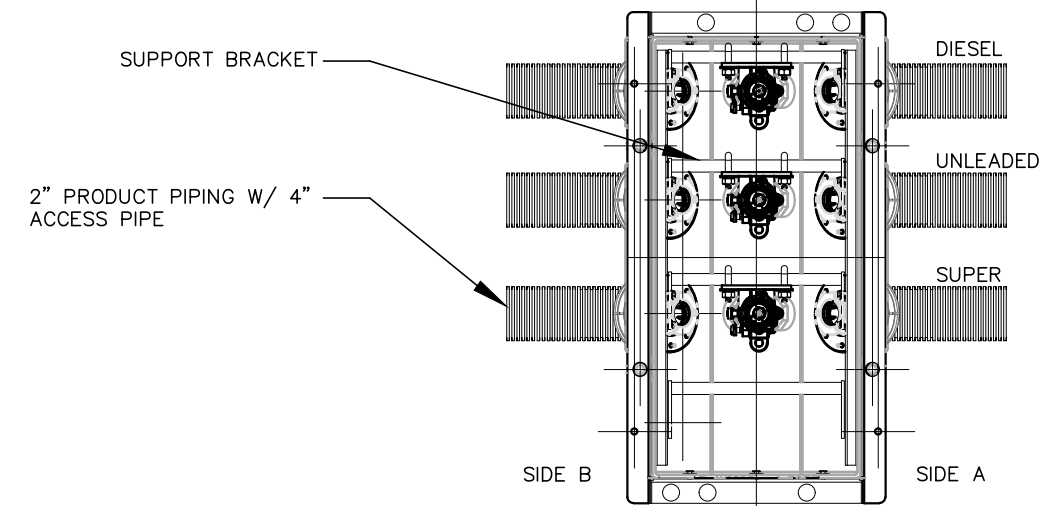
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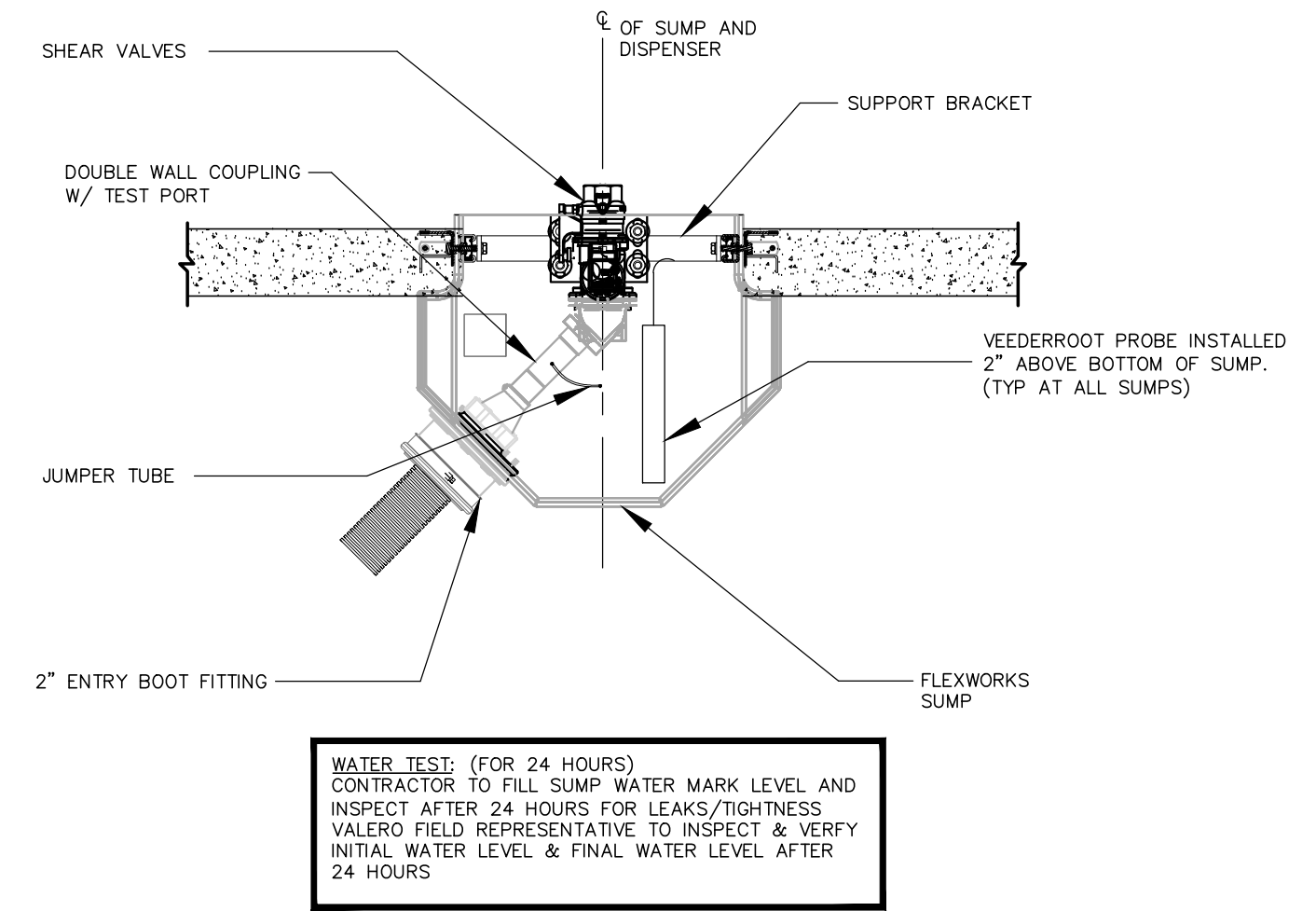
No.	DATE	REVISIONS
	10/05/2017	PERMIT ISSUE
	10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION



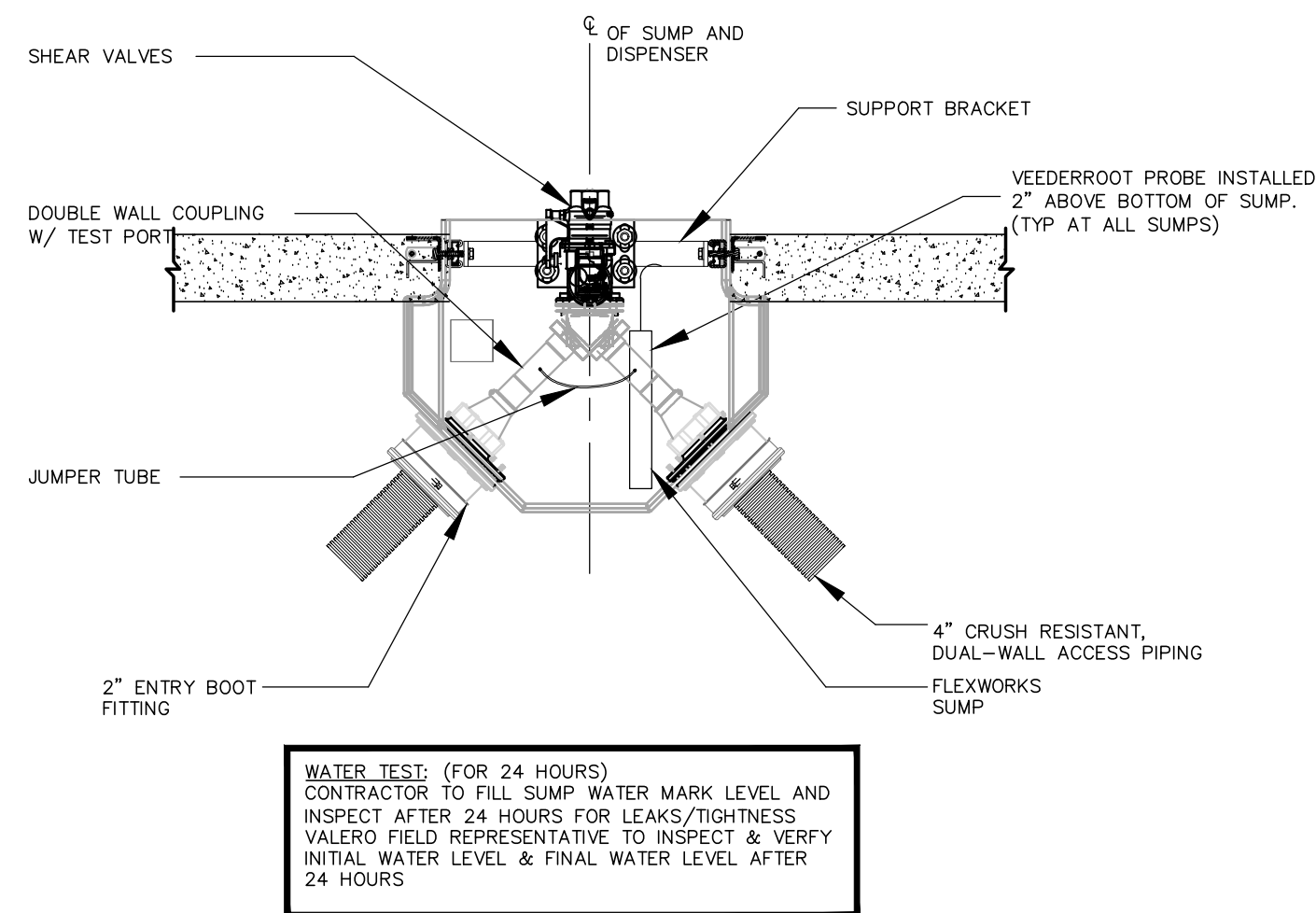
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SCALE: 3/4"=1'-0"



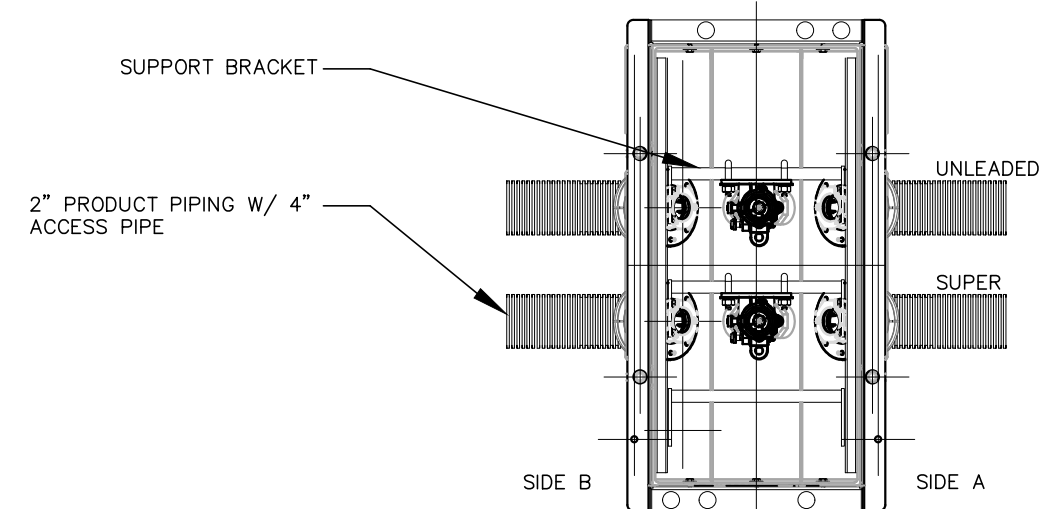
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SCALE: 3/4"=1'-0"



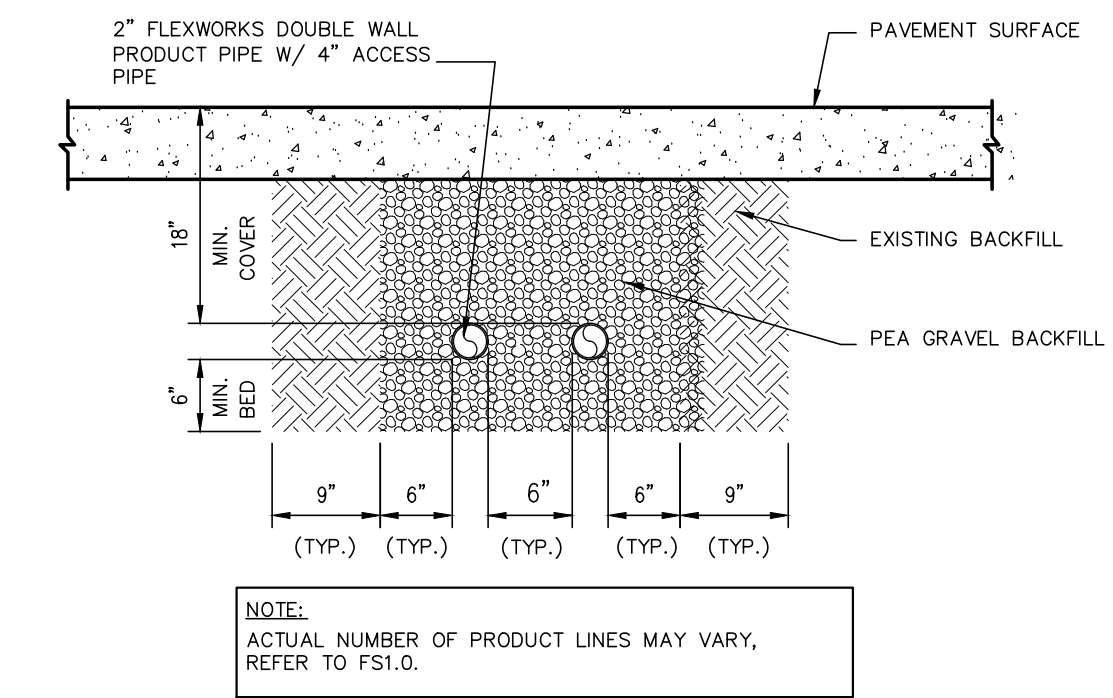
3 DISPENSER SUMP SECTION - TERMINATING SUMP
SCALE: 3/4"=1'-0"



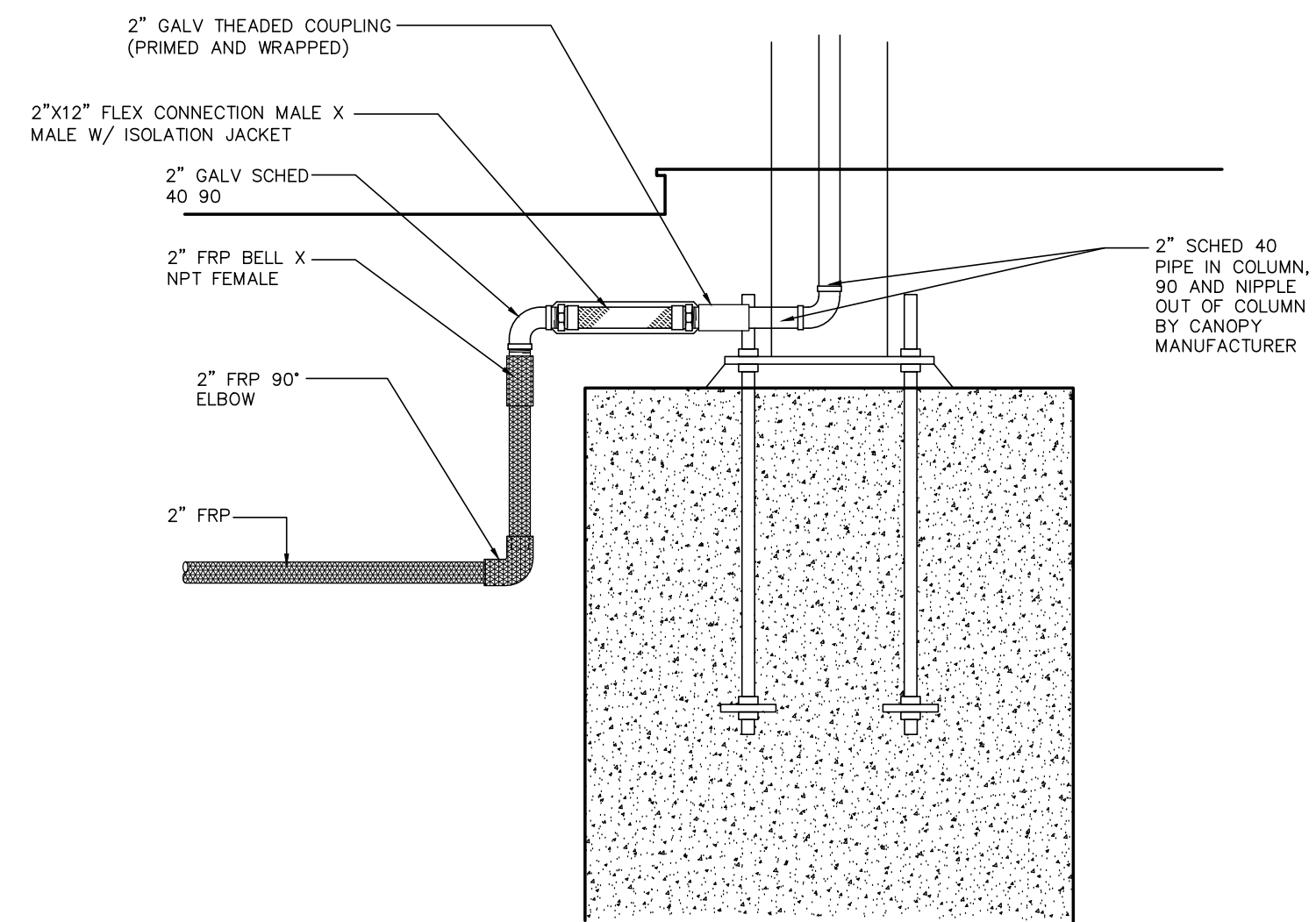
4 3+0 DISPENSER SUMP SECTION
SCALE: 3/4"=1'-0"



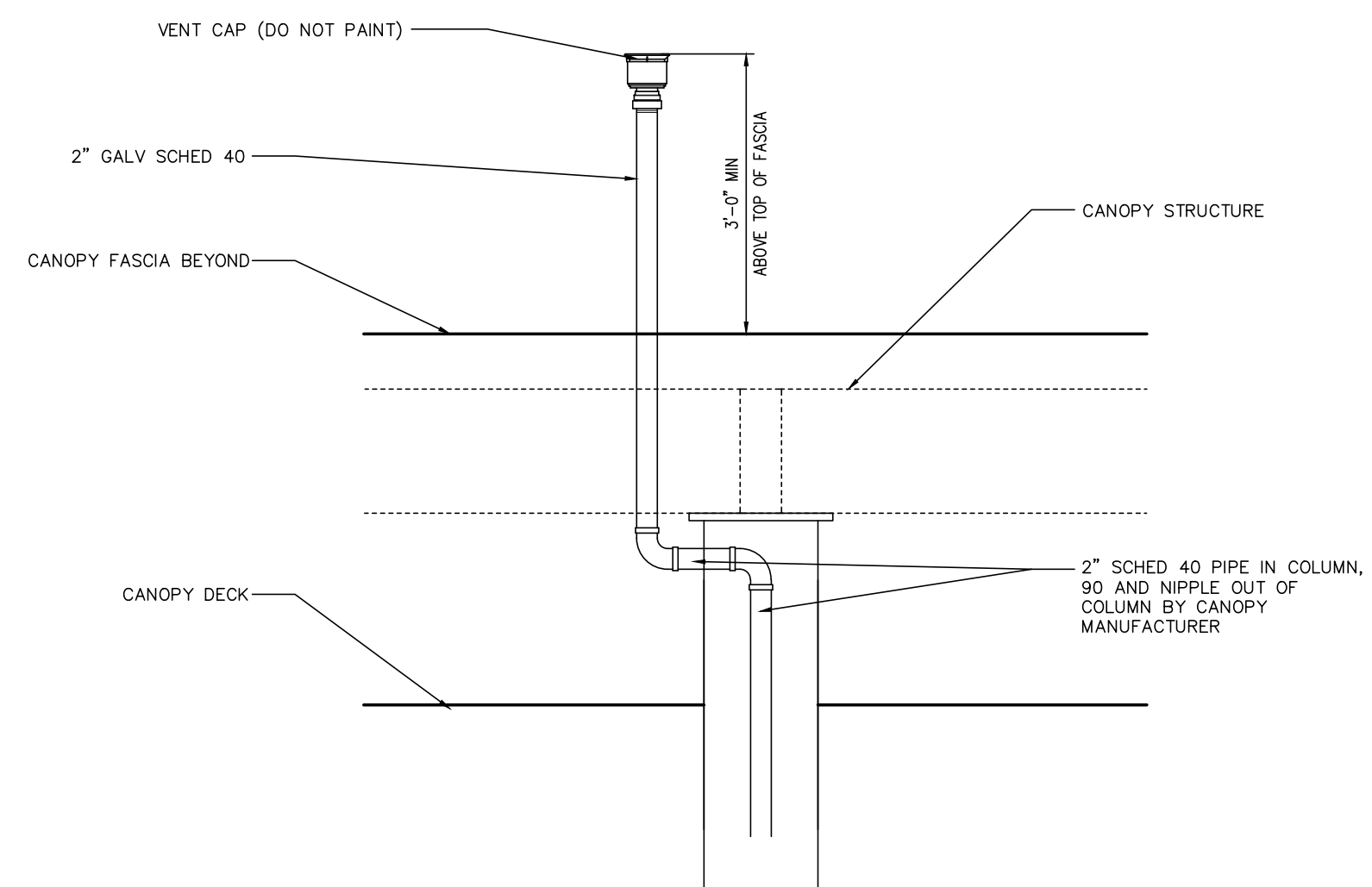
5 3+0 DISPENSER SUMP PLAN
SCALE: 3/4"=1'-0"



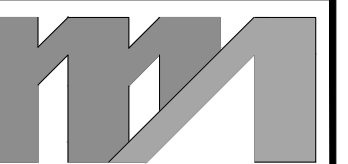
6 PIPE TRENCH DETAIL
SCALE: 3/4"=1'-0"



7 VENT PIPING AT CANOPY FOOTING
SCALE: 3/4"=1'-0"

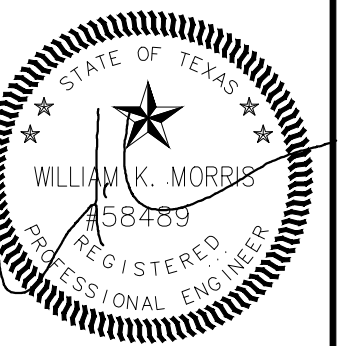


8 VENT PIPING ABOVE CANOPY
SCALE: 3/4"=1'-0"



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SHOP-N-DRIVE FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

NO.	DATE	REVISIONS	PERMIT ISSUE
1	10/24/2017	PERMIT ISSUE	SEE PLAN REVISION - NEW DRIVEWAY LOCATION
2			
3			
4			
5			
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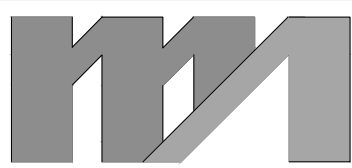
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Project No. 4169

FUEL SYSTEM
DETAILS

Sheet No.

GA2.3



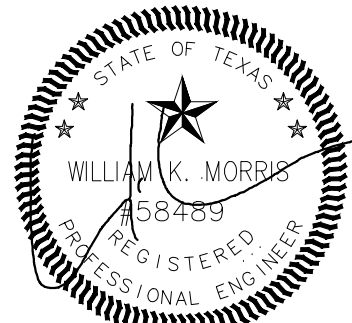
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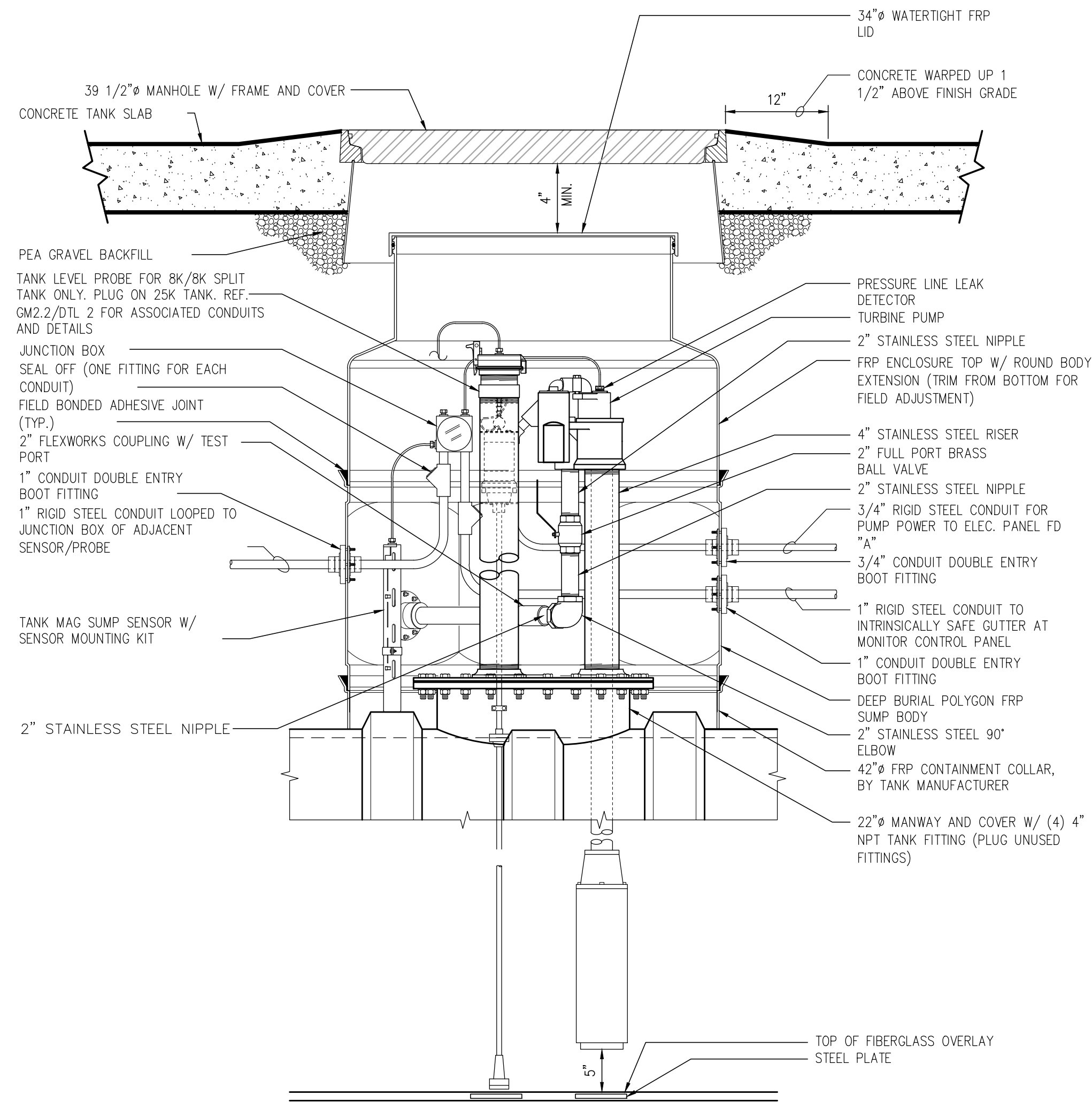
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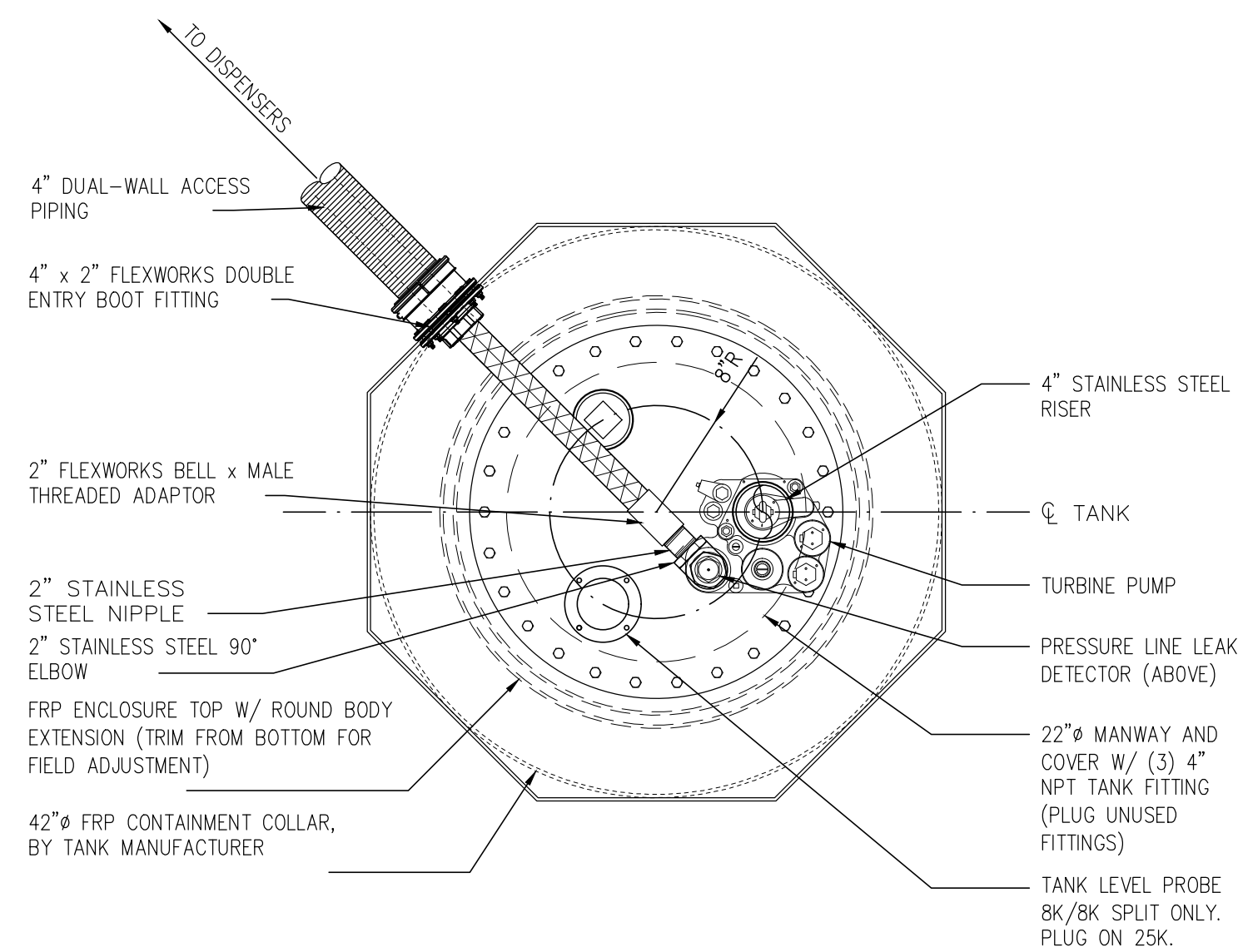
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1 SUB PUMP DETAIL
SCALE: 1"=1'-0"



PLAN VIEW AT MANWAY

2 SUB PUMP DETAIL
SCALE: 1"=1'-0"

SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY
GALVESTON, TEXAS

REVISIONS		DATE	NO.	DESCRIPTION
10/24/2017	PERMIT ISSUE			
10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION			

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Project No. 4169

Title
FUEL SYSTEM
DETAILS

Sheet No.

GA2.4

GENERAL NOTES

- 1

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETELY FAMILIARIZE HIMSELF WITH EXISTING SITE CONDITIONS AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE REGULATIONS. NO ALLOWANCE WILL BE MADE FOR HIS FAILURE TO DO SO. IF THERE IS A CONFLICT WITHIN THESE DOCUMENTS OR BETWEEN THESE DOCUMENTS AND SITE CONDITIONS AND/OR APPLICABLE LAWS, CODES OR REGULATIONS, THE CONTRACTOR IS RESPONSIBLE TO INFORM THE APPROPRIATE PARTY PRIOR TO BID. NO ALLOWANCE WILL BE MADE FOR HIS FAILURE TO DO SO.
- CONTRACTORS MUST COMPLY WITH THE FOLLOWING IN ORDER TO BID ON THIS PROJECT OR BE INVOLVED ON ANY CONSTRUCTION:
– FLEXING & OPW CERTIFICATION
– FLEXWORKS SYSTEM CERTIFICATION
– XERXES CERTIFICATION COMPLY WITH INSTALLATION INSTRUCTIONS.
- 2

CONTRACTOR TO FURNISH ALL LABOR, EQUIPMENT, AND SECURE PERMITS TO PERFORM THE WORK AS INDICATED ON THIS SHEET. CONTRACTOR TO VISIT THE SITE TO VERIFY ALL CONDITIONS PRIOR TO BIDDING THAT MAY AFFECT THIS PROJECT. ALL WORK IS TO BE DONE IN ACCORDANCE W/ FEDERAL, STATE & LOCAL CODES AND PER MFG.. RECOMMENDATIONS & REQUIREMENTS. VERIFY SITE GRADES
- 3

CONTACT MORRIS + ASSOCIATES OR OWNER FOR ANY QUESTIONS ABOUT THIS PROJECT.
- 4

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE (ABOVE OR BELOW GRADE) TO THIS FACILITY, DURING CONSTRUCTION.
- 5

CONTRACTOR TO WARRANTY ALL WORK AND MATERIAL FOR FOR PERIOD AS SPECIFIED IN CONTRACT
- 6

THESE PLANS ARE SCHEMATIC ONLY. GENERAL SCOPE IS DEFINED, HOWEVER, OWNER RESERVES THE RIGHT TO ALTER OR EXPAND THE SCOPE OF WORK. OWNER WILL DIRECT ANY ADDITIONAL WORK THAT MAY BE REQUIRED.
- 7

UPON TESTING THIS SYSTEM, OWNER MAY DECIDE TO INCLUDE ADDITIONAL SERVICES IN THIS CONTRACT.
- 8

CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING THE EXCAVATION AREAS AND LOCATING ALL UNDERGROUND UTILITIES. REROUTE ANY EXIST. UNDERGROUND UTILITY LINES AROUND NEW CANOPY AND FUEL SYSTEM IF CONFLICT EXISTS.
- 9

FUEL PIPING DRAWINGS ARE SCHEMATIC ONLY. VERIFY ALL INSTALLATIONS AND EQUIPMENT WITH MORRIS AND ASSOCIATES. ALL NEW EQUIPMENT INSTALLATIONS TO BE PER MFG.. RECOMMENDATIONS AND PER ALL APPLICABLE GOVERNING CODES.
- 10

UPON COMPLETION OF PIPING SYSTEM, CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL COORDINATE "TIGHTNESS" TESTS. CONTRACTOR TO CALIBRATE ALL DISPENSERS AND SEAL. CALIBRATION MUST BE PERFORMED BY AN APPROVED MORRIS AND ASSOCIATES OR OWNER VENDOR. CONTRACTOR IS RESPONSIBLE FOR STARTUP COORDINATION AND SHALL INSTRUCT OWNER THOROUGHLY IN USING ALL EQUIPMENT.
- 11

CLEANUP DEBRIS AND HAUL AWAY ON A DAILY BASIS, INCLUDING ALL REMOVED PAVING AND EXCAVATED SOIL.
- 12

ALL REQUIRED PAINTING TO BE COMPLETED BY A GC APPOINTED CONTRACTOR. REFER TO MORRIS AND ASSOCIATES OR OWNER FOR APPROVED PAINTING SYSTEMS.
- 13

ANY CONTRADICTIONS ON THESE PLANS SHALL BE REPORTED TO MORRIS AND ASSOCIATES OR OWNER IMMEDIATELY. CONTRACTOR SHALL VERIFY EXACT SCOPE OF WORK W/ FIELD CONSTRUCTION REP.
- 14

CONTRACTOR IS RESPONSIBLE TO REGISTER NEW EQUIPMENT IN ACCORDANCE W/ ALL LOCAL CODES, AGENCIES AND MANUFACTURERS.
- 15

THE FOLLOWING CONSTRUCTION NOTES ARE SPECIFIC GUIDELINES FOR THE INTENDED WORK, HOWEVER, INSTRUCTIONS NOTED ON PLAN AND ALL APPLICABLE CODES SHALL GOVERN. ANY CONFLICTS HEREIN SHALL BE RESOLVED PRIOR TO BID. NO ALLOWANCE WILL BE MADE FOR THE FAILURE TO DO SO.
- 16

CONTRACTOR TO INSTALL ALL OWNER–SUPPLIED EQUIPMENT & PROVIDE ALL ADDITIONAL EQUIPMENT AND MATERIAL TO CONSTRUCT AN OPERATIONAL, RETAIL SALES GASOLINE FACILITY.
- 17

REFER TO SITE PLAN FOR LOCATIONS OF DISPENSERS AND TANKS. VERIFY DISPENSER MANUFACTURER AND TYPE WITH MORRIS AND ASSOCIATES OR OWNER. ALSO VERFY PRODUCTS TO BE PROVIDED AT EACH DISPENSER LOCATION.
- 18

SIZE OF TANKS: VERIFY DIA. OF TANKS WITH MORRIS AND ASSOCIATES OR OWNER
- 19

AS–BUILT PLANS MUST BE PROVIDED UPON COMPLETION OF THE PROJECT.
- 20

CONTRACTOR SHALL NOTIFY MORRIS AND ASSOCIATES AT LEAST 2 DAYS PRIOR TO COVERING PIPING AND CONDUIT TRENCHES, SO AS TO ALLOW A SITE INSPECTION TO NOTE ANY DEVIATIONS FROM PLANS FOR "RECORD DRAWINGS".
- 21

UPON COMPLETION THE CONTRACTOR WILL PROVIDE DOCUMENTS INCLUDING BUT NOT LIMITED TO
– CALIBRATION REPORT

FUEL SYSTEM CONSTRUCTION NOTES

ITEM NO.:	PROV. BY:	INST. BY:	CON=CONTRACTOR	O=OWNER
1	CON	CON	TANK HOLE EXCAVATE THE TANK HOLE TO O.S.H.A. STANDARDS AND ALLOW FOR THE INSTALLATION OF THE NEW TANKS (OBTAIN ACTUAL TANK DRAWING FROM MANUFACTURER PRIOR TO CONSTRUCTION.	
2	CON	CON	TANKS INSTALL NEW DOUBLE WALL UNDERGROUND FUEL STORAGE TANKS, AND TIE DOWN STRAPS. INSTALL PER MANUFACTURERS RECOMMENDATIONS. ALWAYS INSTALL TIE DOWN STRAPS UNLESS OTHERWISE DIRECTED.	
3	CON	CON	TOP OF TANK EQUIPMENT INSTALL NEW SUMPS, MANWAYS, OVER FILL/SPILL CONTAINMENT, SUB–PUMPS, EXTRACTORS, RISERS, CAPS AND ADAPTERS, ETC. AT ALL TANKS.	
4	CON	CON	ATG INSTALL TANK INVENTORY & MONITORING PROBES. PROVIDE RIGID CONDUIT & WIRING TO "VEEDER–ROOT" PANEL LOCATION. (TO BE INSTALLED PER ALL MFGR. RECOMMENDATIONS). PROBE INSTALLATION AND VEEDER–ROOT SYSTEM CALIBRATION AND START UP TO BE BY MANUFACTURE’S AUTHORIZED INSTALLER.	
5	CON	CON	CONCRETE UPON INSTALLATION & APPROVALS OF NEW PIPING, CONDUIT, PLUMBING, ETC. FOR THE TANK INSTALLATION, BACKFILL EXCAVATION AREAS WITH APPROVED BACKFILL, AND PROVIDE CONCRETE PAVING PER CIVIL.	
6	CON	CON	DISPENSER CONTAINMENT SUMPS SEE FS2.0 FOR SPECS . LOOP SYSTEM PREFABRICATED POLYETHYLENE QUICK CONNECT DISPENSER SUMPS COMPLETE WITH FACTORY INSTALLED PIPE ENTRY FITTINGS, OPW 10+ SHEAR VALVES, AND STABILIZER BAR.	
7	CON	CON	DISPENSERS INSTALL ENCORE 700 MULTI–PRODUCT BLENDING FUEL DISPENSERS WITH CARD, AND CASH ACCEPTORS. DISPENSERS TO BE ADA COMPLIANT.	
8	CON	CON	INTERCOM PROVIDE AND INSTALL CONDUITS WITH WIRE TO DISPENSERS FROM STORE.	
9	CON	CON	DISPENSER HARDWARE INSTALLED BY FUEL CONTRACTOR.	
10	CON	CON	PRODUCT PIPING: DOUBLE WALL PROVIDE NEW, 2" FLEXWORKS PIPING SYSTEM W/ 4" DIA. DUAL–WALL ACCESS PIPING.	
11	CON	CON	IN TEXAS: – LOOP SYSTEM FOR REGULAR DISPENSERS – NO SLOPE REQUIRED BY DISPENSERS – ONLY SLOPE (1/8" PER FOOT) PIPE FROM LAST DISPENSER TO TANKS – VERIFY REQUIRED SLOPES FOR OTHER STATES PRIOR TO BIDDING	
12	CON	CON	VENT: GASOLINE PROVIDE 2" DIA. FIBERGLASS VENT LINES FOR GASOLINE. SLOPE 1/8" MIN PER FT. BACK TO TANKS. 2" MUST BE INSTALLED WITH PROTECTIVE MESH TO COMPLY WITH UL971	
13	CON	CON	ELECTRICAL ALL ELECT. WIRING FOR NEW EQUIPMENT SHALL BE IN NEW CONDUIT. RUN NEW CONDUITS INTO FUEL GUTTER. PROVIDE SEPARATE COMPARTMENT IN GUTTER FOR: <u>1.</u> HIGH VOLTAGE. <u>2.</u> LOW VOLTAGE AND CRIND. <u>3.</u> INTERCOM. (INSTALL SEAL–OFFS AS REQ'D. BY "N.E.C."). CONTRACTOR TO COORDINATE START–UP W/ MORRIS AND ASSOCIATES.	
14	CON	CON	CONDUITS INSTALL CONDUITS FOR FUEL EQUIPMENT (I.E. DISPENSERS, SUB–PUMPS) TO PANEL LOCATED IN C–STORE ELECTRICAL ROOM.	
15	CON	CON	FIRE EXTINGUISHERS INSTALL (2) NEW "2A–60–BC" (10 LB) FIRE EXTINGUISHERS, IN APPROVED CABINETS, AT CANOPY COLUMN, ONLY WHEN REQUIRED BY LOCAL AUTHORITIES. VERIFY SIZE AND TYPE WITH MORRIS AND ASSOCIATES.	
			EMERGENCY SHUT-OFF (E.S.O.) EMERGENCY SHUT–OFF SWITCH MOUNTED ON BUILDING PER PLANS – MOUNT E.S.O. A MIN. OF 4'–0" A.F.F. – E.S.O. SIGNAGE SHALL BE PER U.F.C. 1988, SEC. 79.903(e)2. AND ADA. ALSO INSTALL (1) E–STOP WITH RESET BUTTON AT CHECKOUT COUNTER. THE SWITCH ON THE EXTERIOR WALL OF BUILDING MUST BE PROVIDED WITH A CLEAR ENCLOSURE CONTACT POWER INTEGRITY (PH. 800 237–6260)	

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STATE OF TEXAS

WILLIAM K. MORRIS

58489

REGISTERED PROFESSIONAL ENGINEER

FIRM#144110/05/2017

SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY

GALVESTON, TEXAS

DATE

10/05/2017

NO.

REVISIONS

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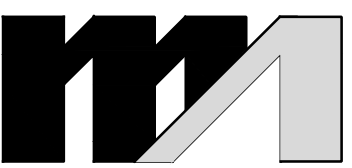
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Title

FUEL SYSTEM NOTES

Sheet No.

GM9.0



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5327 BROADWAY
GALVESTON, TEXAS

REVISIONS	DATE	DESCRIPTION
1	09/18/2017	PERMIT ISSUE

Drawn _____
Checked _____
CDI
CRD

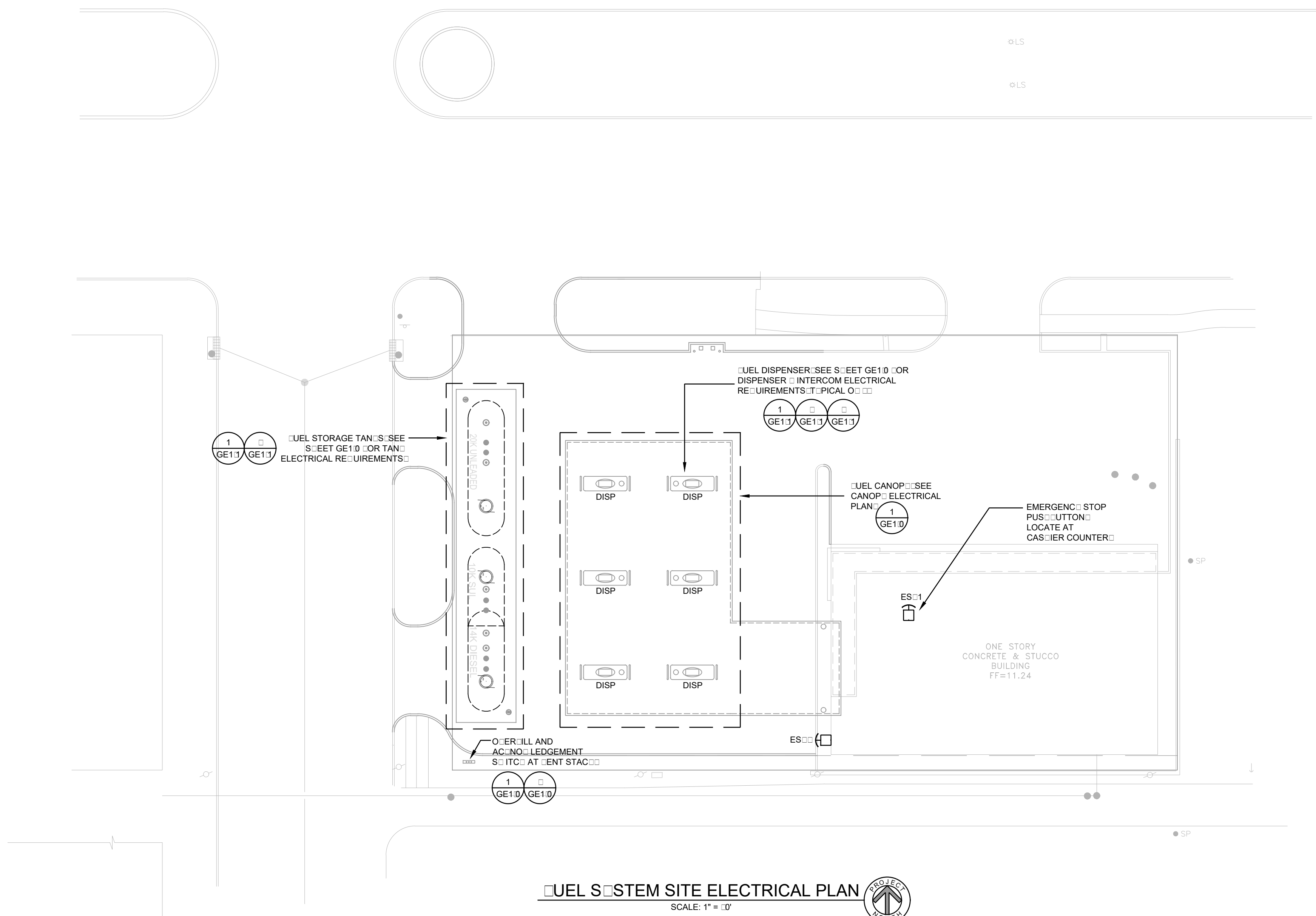
PERMIT ISSUE

Project No. 4169

FUEL SYSTEM SITE
ELECTRICAL PLAN

Sheet No.

SE 1.0



1. REFERENCE LINES AND GRADES

A. THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.

2. EXISTING UTILITIES

A. VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES

B. PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION

C. THE TYPE, SIZE, LOCATION AND OWNERSHIP OF EXISTING UTILITIES HAVE BEEN OBTAINED FROM RECORD DRAWINGS FURNISHED BY THE OWNER. INFORMATION DERIVED FROM THESE SOURCES IS BELIEVED TO BE THE MOST RELIABLE AVAILABLE AND IS PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY. THE CONTRACTOR SHALL NOTIFY EACH PIPELINE OWNER AND VERIFY ITS ACTUAL FIELD LOCATION PRIOR TO EXCAVATION. NO WARRANTY IS GIVEN AS TO THE ACCURACY OR COMPLETENESS OF UTILITY LOCATION SHOWN ON THESE DRAWINGS.

D. AT LEAST 30 DAYS PRIOR TO COMMENCING ANY EXCAVATING OR OTHER CONSTRUCTION ACTIVITY IN THE

E. NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF

A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

F. OVERHEAD LINES MAY BE PRESENT ON THE PROPERTY. THEY HAVE NOT BEEN MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 6 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.

3. EXISTING CONDITIONS:

A. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER OR AS SPECIFIED ON THE DRAWINGS. SOIL SHALL NOT BE DEPOSITED GREATER THAN 4" DEEP WITHOUT PERMISSION FROM THE OWNER.

4. PERMITS:

A. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION OF UTILITY AND/OR CULVERTS WITHIN ROAD RIGHT-OF-WAYS.

B. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED BY THE CONTRACTOR.

OBTAINED AT HIS EXPENSE.

5. SAFETY:

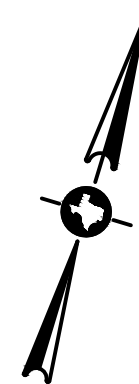
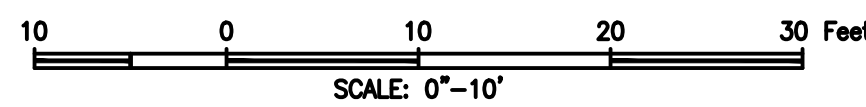
A. OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD, RIGHT OF WAY

B. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.

SURVEY NOTES:

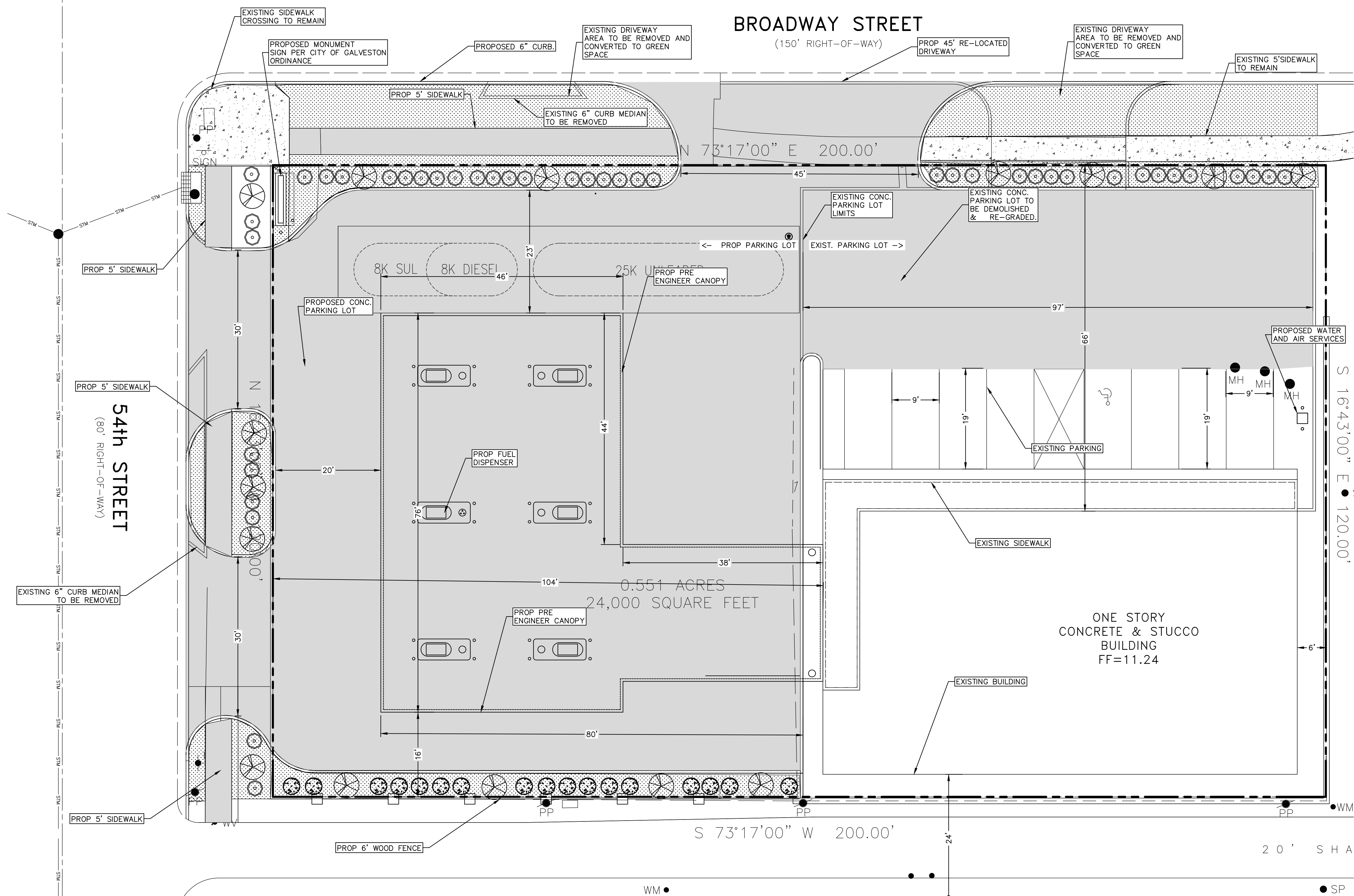
FLOODPLAIN REFERENCE MARK NUMBER AU0461 IS A VERTICAL CONTROL DISK SET IN A RETAINING WALL OR CONCRETE LEDGE, AT 8222 HARBORSIDE DRIVE, IN TOP OF AND 1 FOOT WEST OF THE EAST END OF THE NORTH CONCRETE HEADWALL OF A CULVERT UNDER A PAVED ROAD LEADING TO A RAILROAD DRAW BRIDGE, 173.9 FEET WEST OF THE DRIVE CENTER, 88.6 FEET EAST OF THE CENTER OF A DRIVEWAY, 41.7 FEET SOUTH OF THE SOUTHWEST CORNER OF THE LUCAS CONSTRUCTION COMPANY, AT 8222 HARBORSIDE DRIVE, 18.4 FEET NORTH OF THE ROAD CENTER, AND 1.0 FEET ABOVE THE LEVEL OF THE ROAD.

ELEV. 6.28 FEET NAVD 1988, 2001 ADJUSTED.



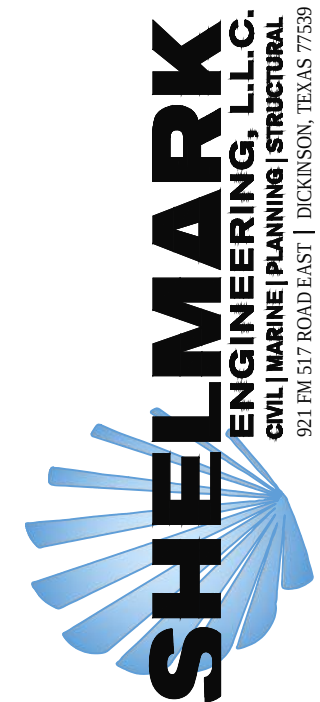
NEW DEVELOPMENT - PLANT MATERIAL LIST

SYMBOL	COMMON/SCIENTIFIC NAME	USE	REQ	PROVIDED	CALIPER	HEIGHT
	CRAPEMYRTLE/ LAGERSTROEMIA INDICA (30S/20' = 15)	FRONTAGE	15 EA	15 EA	30 GALL	6'
	OLEANDER/NERIUM (101 LF / 4 FT = 25 EA)	SCREENING	50	50	2 1/2"	6'
	WAX MYRTLE/ MYRICA CERIFERA (202 LF / 4' = 50 EA)	PARKING SCREENING	50	50	3 GAL.	48" SPACING
	ST. AUGUSTINE	GROUND COVER	SOLID SOD			

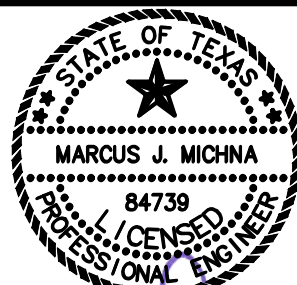
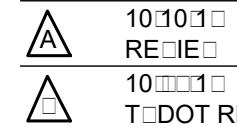


FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROTECT:



ISSUED FOR



D G NAME

SITE PLAN

D G NO:

C1 01

SCALE:

$$1'' = 10'$$
☐ ☐ NO: 1 ☐ ☐RE: ☐

S: PROJECTS 01 PROJECTS 1 01 TRONG AN A-PUD ROAD A-D-GS 1 01 SITE PLAND G

GENERAL NOTES:

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D. AT LEAST 30 DAYS PRIOR TO COMMENCING ANY EXCAVATING OR OTHER CONSTRUCTION ACTIVITY IN THE VICINITY OF THE UTILITY, NOTIFY THE TEXAS EXCAVATION SAFETY SYSTEM AT 1-800-DIG-TESS (344-8377).

E. NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

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5. SAFETY:

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SURVEY NOTES:

FLOODPLAIN REFERENCE MARK NUMBER AW0461 IS A VERTICAL CONTROL DISK SET IN A RETAINING WALL OR CONCRETE LEDGE, AT 8222 HARBORSIDE DRIVE, IN TOP OF AND 1 FOOT WEST OF THE EAST END OF THE NORTH CONCRETE HEADWALL OF A CULVERT UNDER A PAVED ROAD LEADING TO A RAILROAD DRAW BRIDGE, 173.9 FEET WEST OF THE DRIVE CENTER, 88.6 FEET EAST OF THE CENTER OF A DRIVEWAY, 41.7 FEET SOUTH OF THE SOUTHWEST CORNER OF THE LUCAS CONSTRUCTION COMPANY AT 8222 HARBORSIDE DRIVE, 18.4 FEET NORTH OF THE ROAD CENTER, AND 1.0 FEET ABOVE THE LEVEL OF THE ROAD.

ELEV. 6.28 FEET NAVD 1988, 2001 ADJUSTED.

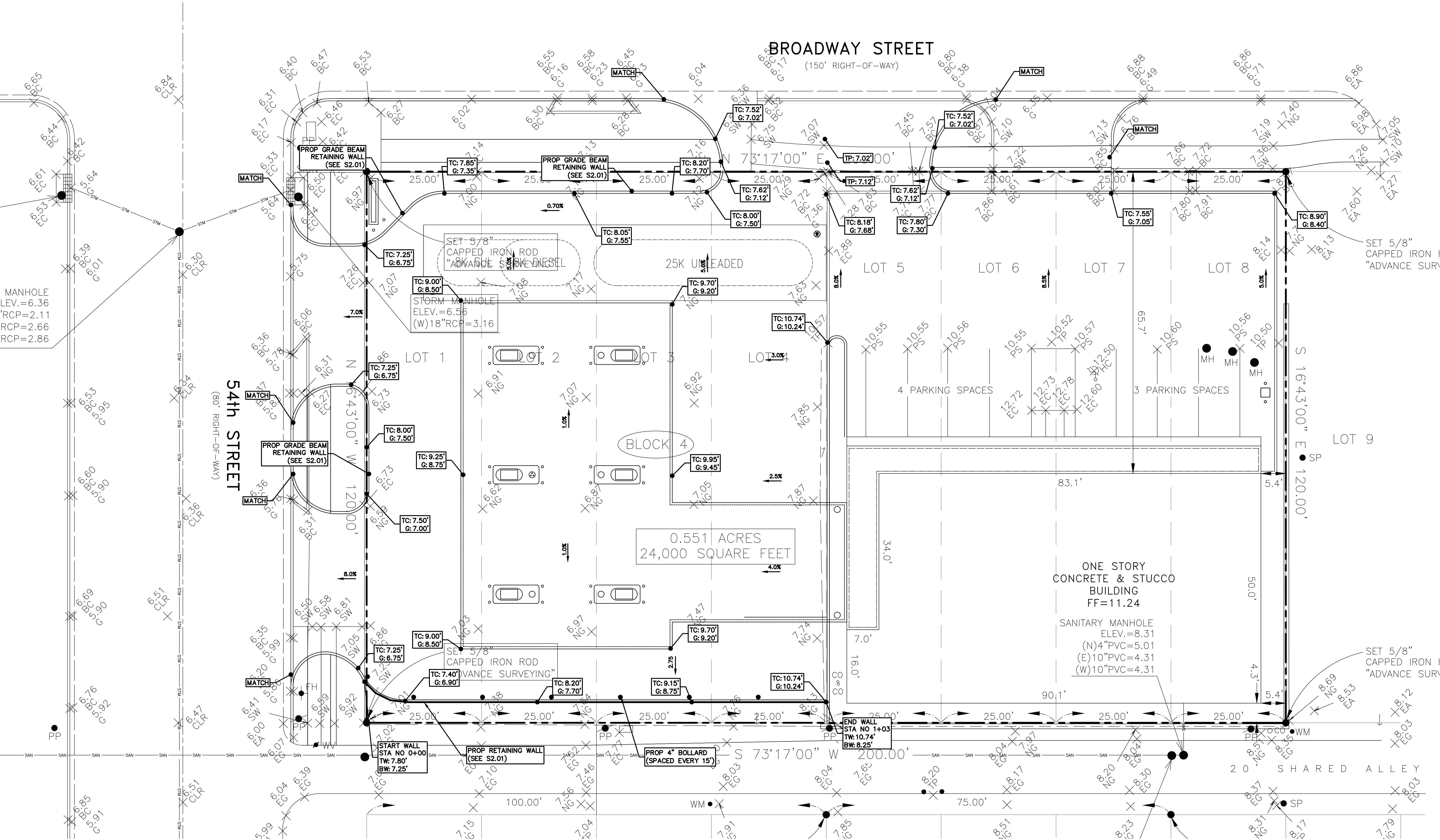
GRADING LEGEND

FF FINISHED FLOOR
FG FINISHED GRADE
TP TOP OF PAVEMENT
TC TOP OF CURB
TG TOP OF GRATE
G GUTTER

1.0% PAVEMENT SLOPE

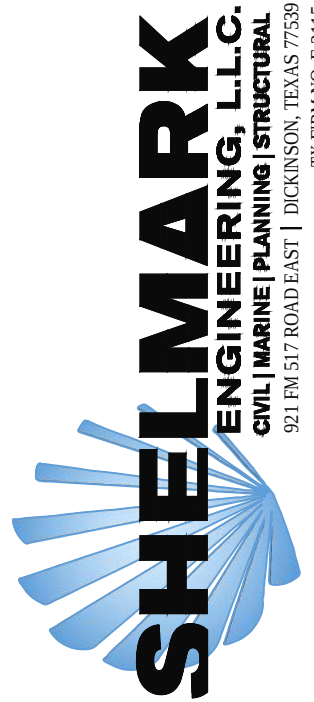
10 0 10 20 30 Feet

SCALE: 0"=10'



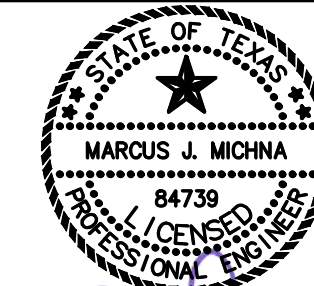
FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROJECT:



ISSUED FOR:

10/10/11
REVISION
10/10/11
T-DOT REVISION



DWG NAME:

GRADING PLAN

DWG NO:

C10

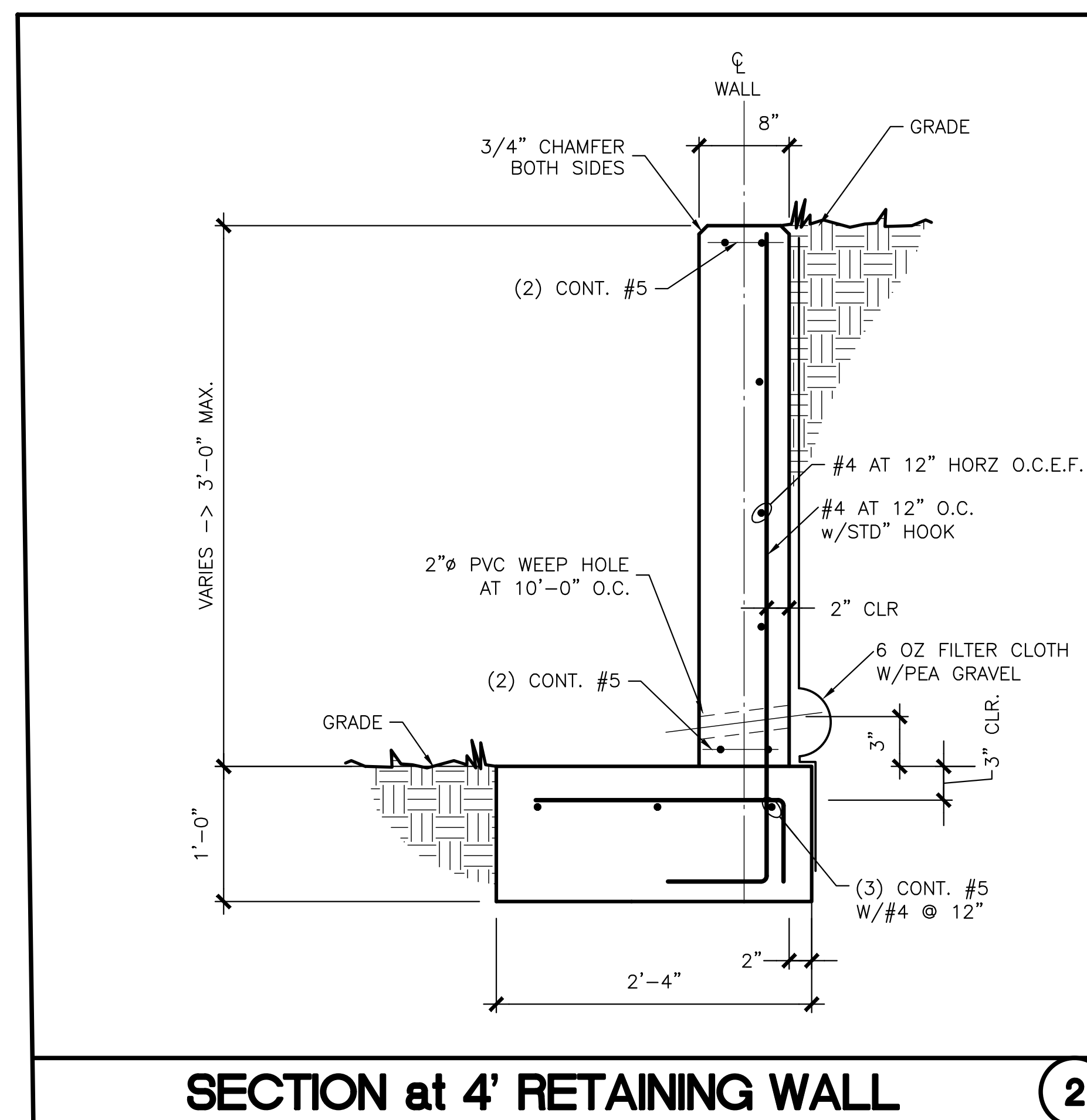
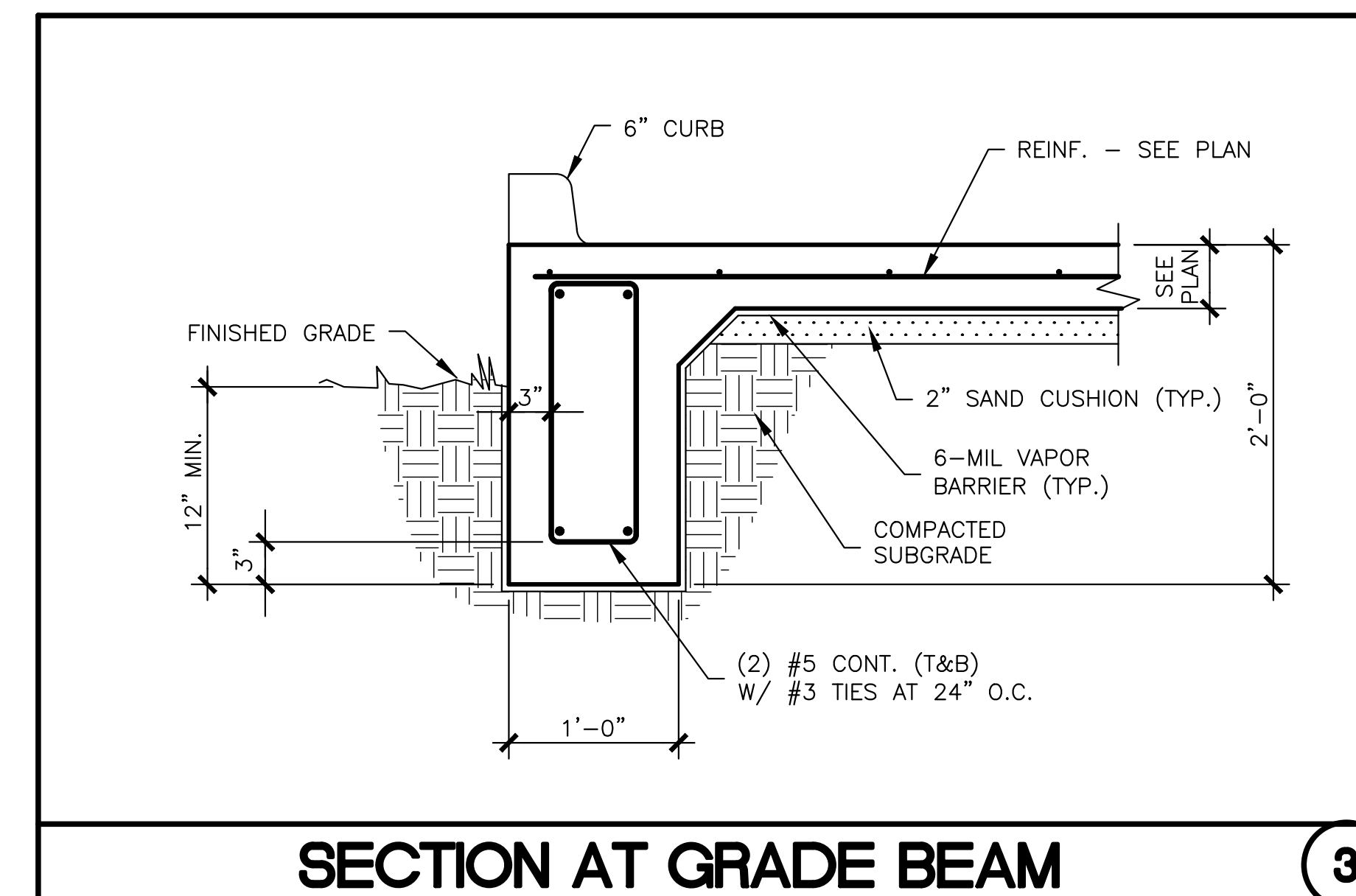
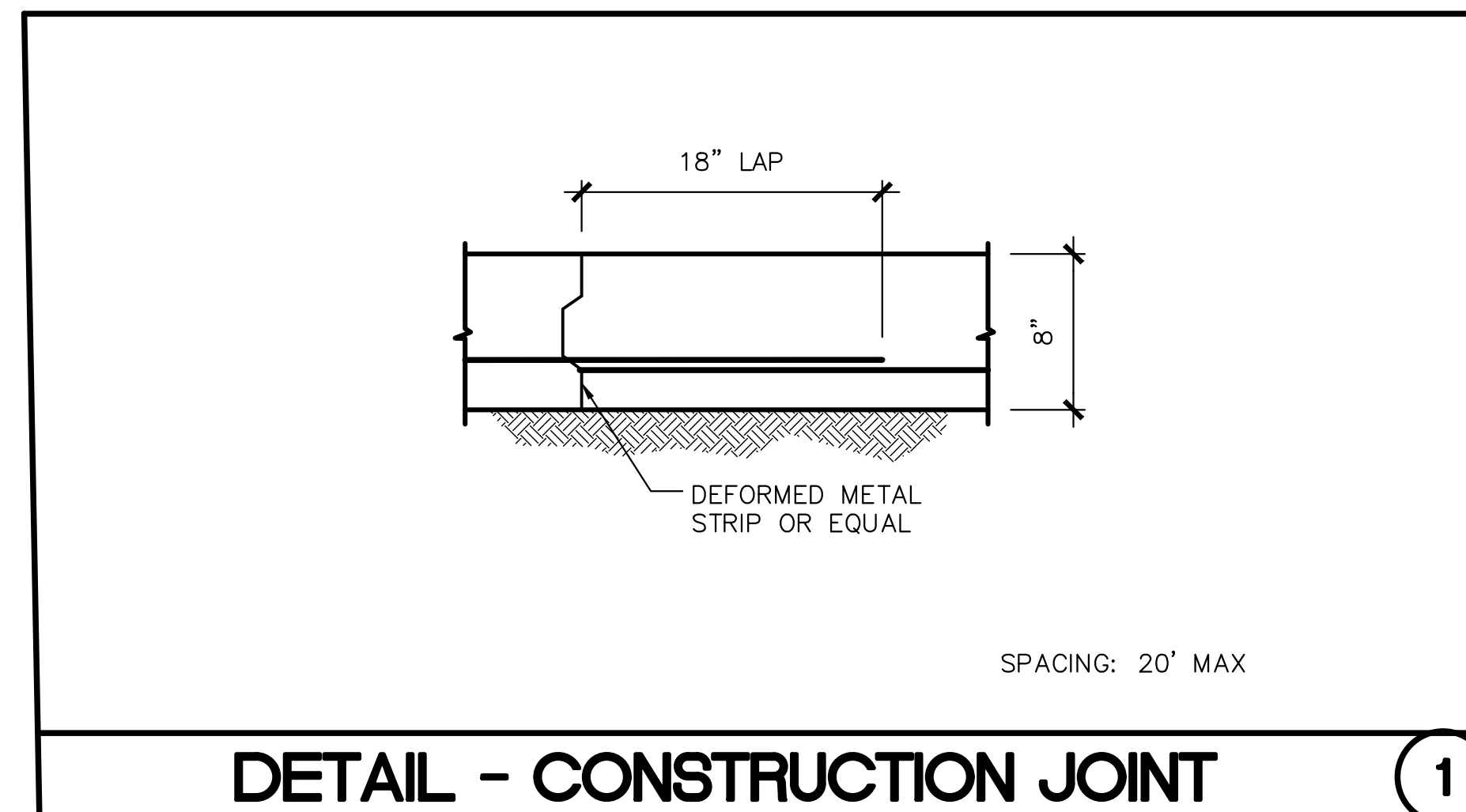
SCALE:

1" = 10'

DATE:

10/10/11

REVISION:



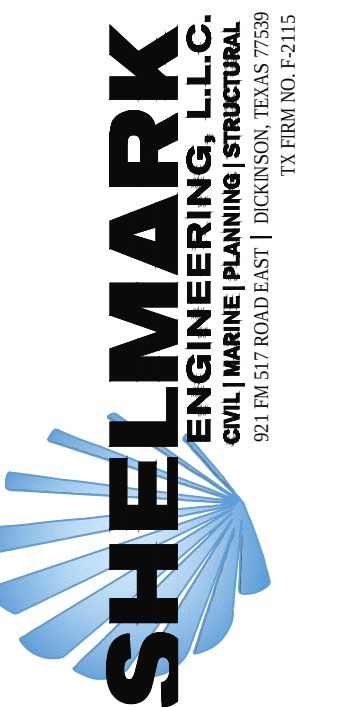
STRUCTURAL NOTES:

1. THE SOILS ARE ASSUMED TO BE LEVEL ON THIS SITE AND WITHIN 25' OF THE SITE.
2. THE SOILS AT THIS SITE ARE EXPANSIVE. THE WALL AND FOOTING HAS BEEN DESIGNED WITH THE ASSUMPTION THAT SOME MOVEMENT OF THE FOUNDATION CAN BE TOLERATED.
3. DO NOT PLANT TREES CLOSER THAN 20 FEET TO THE SLAB. REMOVE ALL EXISTING TREE TRUNK/ROOTS AND REPLACE WITH COMPACTED FILL.
4. SITE SHALL BE GRADED AND MAINTAINED TO PERMIT POSITIVE DRAINAGE AWAY FROM THE FOUNDATION.
5. ALL MIXING, TRANSPORTATION, PLACING, AND CURING OF CONCRETE SHALL COMPLY WITH ACI 318-02.
6. ALL FOUNDATION CONCRETE SHALL BE NORMAL WEIGHT AND SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS WITH A 4-INCH TO 5-INCH SLUMP FOR THE SLAB.
7. REINFORCING BARS WITH A SIZE GREATER THAN #3 SHALL CONFORM TO ASTM A-615 GRADE 60. LAP CONTINUOUS BARS 36 BAR DIAMETERS AT SPLICES.
8. SUPPORT SLAB REINFORCEMENT WITH PLASTIC CHAIRS AT 24" O.C.E.W. MAXIMUM OR CONCRETE BRICKS @ 3'-0" O.C.E.W. MAXIMUM. ADDITIONAL CHAIR/SUPPORTS MAY BE REQUIRED AT DISCRETION ON ENGINEER
9. PROVIDE (4) #5 X 4'-0" REBAR (2 TOP AND 2 BOTTOM) IN EXTERIOR FACE OF GRADE BEAMS AT CORNERS.
10. PROVIDE THE FOLLOWING COVER FOR REINFORCEMENT:

CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO THE EARTH:.....3"
CONCRETE EXPOSED TO EARTH OR WEATHER:.....1-1/2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND:..3/4"
11. PIPING AND ELECTRICAL SHALL BE UNDER THE SLAB AND SLEEVED THROUGH ALL GRADE BEAMS.
12. STIRRUPS SHALL BE NO. 3 BARS SPACED PER PLANS. ALTERNATE METHODS MUST BE PRE-APPROVED BY ENGINEER.
13. STIRRUP DEPTH TO BE BEAM DEPTH (BELOW DROPS) LESS 7" (UNLESS NOTED OTHERWISE).
14. MOISTURE LOSS IN THE SOILS SHALL BE MINIMIZED.
15. PROVIDE CRACK CONTROL JOINTS AT 20 FEET CENTERS EACH WAY AT ALL WALL AREAS ADJACENT TO COLUMN.

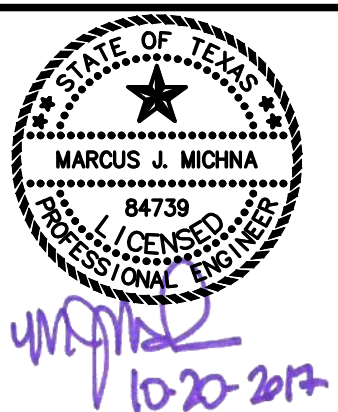
FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROTECT:



ISSUED FOR

	10/10/1 RE IE
	10/1/1 T DOT RE IE



D G NAME: STRUCTURAL DETAILS	
D G NO: S 01	
SCALE: N T S	CL:
O NO: 1	REC:

ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **902 WINNIE/AVENUE G** AND LEGALLY DESCRIBED AS THE SOUTH 79 FEET OF LOT 8 AND A PORTION OF LOT 9 (8-1), BLOCK 369, IN THE CITY AND COUNTY OF GALVESTON, TEXAS AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; GRANTING A SUBSTANTIAL REHABILITATION FOR HISTORIC PROPERTY TAX EXEMPTION; DESIGNATING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY TO IMPLEMENT THE TAX INCENTIVE PROGRAM; PLANNING CASE NUMBER 17LC-061; , MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, City Council adopted Ordinance No. 00-035, a historic preservation tax exemption program encouraging the rehabilitation of commercial structures (predominately large scale - greater than 10,000 square feet in floor area), that are designated as a Galveston Landmark or as contributing to a Galveston Historic Zoning District; and,

WHEREAS, on July 23, 2015, City Council adopted Ordinance No. 15-059, a Financial Incentives program for Historic Properties. This program extended the current tax exemption program to include residential properties that are rehabilitated or undergo substantial maintenance/repairs to encourage its historic preservation; and,

WHEREAS, property owners, may apply to City Council for a Substantial Rehabilitation for Historic Properties Tax Exemption ad valorem property tax exemption when a structure is designated as a Galveston Landmark or is contributing to a Galveston Historic Zoning District as stated in the provisions of the City of Galveston Financial Incentives Program for Historic Properties Ordinance No. 15-059; and,

WHEREAS, Applicant and Property Owners, Jeffery and Heather Davis, are requesting that the structure located at **902 Winnie/Avenue G** and legally described as the South 79 feet of Lot 8 and a portion of Lot 9 (8-1), Block 369, in the City and County of Galveston, Texas, be officially designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and,

WHEREAS, if the tax exemption for the subject property is granted, the assessed value, in whole or in part, will be “frozen” for the requested ten (10) year period associated with the approved tax exemption. This program freezes the City’s portion of the property tax at the pre-improvement value of the property which is currently at \$150,000.00. The exemption shall be effective on **January 1, 2018**, the year following the verification by City Council of substantial rehabilitation of the historic property and grant of the tax exemption (December/2017), and continue for the ten year period thereafter, expiring on December 31, 2027. After expiration of the tax exemption, the

City of Galveston shall levy property taxes to the full assessed value as determined by the Galveston Central Appraisal District; and,

WHEREAS, the property meets the criteria of the Substantial Rehabilitation for Historic Properties Tax Exemption program, as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes; and,

WHEREAS, at its regular meeting of December 4, 2017, the Landmark Commission voted unanimously to recommend approval of the request; and,

WHEREAS, Staff recommends approval of the request for Substantial Rehabilitation for Historic Properties Tax Exemption; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application, and designate the structure located at **902 Winnie/Avenue G** and legally described as the South 79 feet of Lot 8 and a portion of Lot 9 (8-1), Block 369, in the City and County of Galveston, Texas, as a historically or archeologically significant site in need of tax relief to encourage its preservation and grant a Substantial Rehabilitation for Historic Properties Tax Exemption.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. After public hearing, the City Council grants a Substantial Rehabilitation for Historic Properties Tax Exemption of the structure located at **902 Winnie/Avenue G** and legally described as the South 79 feet of Lot 8 and a portion of Lot 9 (8-1), Block 369, in the City and County of Galveston, Texas.

SECTION 3. Pursuant to City of Galveston Ordinance Number 15-059, the City Council designates the structure as a “historically or archeologically significant site in need of tax relief to encourage its preservation”. The property is eligible to participate in the City of Galveston’s Substantial Rehabilitation for Historic Properties Tax Exemption Program. The City Manager of the City of Galveston is hereby authorized to execute all necessary documents.

SECTION 4. The exemption shall be effective on January 1, 2018, the year following the grant of the Substantial Rehabilitation for Historic Properties Tax Exemption, and continue for the ten-year period thereafter, expiring on **December 31, 2027**.

SECTION 5. It is hereby declared to be the intention of the City Council that the

sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 6. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on December 14, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2017.

Secretary for the City Council
of the City of Galveston



17LC-061

STAFF REPORT

ADDRESS:

902 Winnie/Avenue G

LEGAL DESCRIPTION:

Property is legally described as the South 79 feet of Lot 8 and a portion of Lot 9 (8-1), Block 369, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Jeffery and Heather Davis

PROPERTY OWNER:

Same

ZONING DISTRICT:

Urban Neighborhood, Galveston Landmark (UN-H)

HISTORIC DISTRICT:

Galveston Landmark

REQUEST:

Request for Verification as a participant in the Substantial Rehabilitation for Historic Properties Tax Exemption Program

STAFF RECOMMENDATION:

Approval

EXHIBITS:

A – Itemized List of Costs

STAFF:

Catherine Gorman, AICP
Historic Preservation Officer
409-797-3665
cgorman@galvestontx.gov



Analysis

On July 17, 2017, the Landmark Commission certified that proposed work to the subject property was in conformance with the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The applicant has completed the work and is requesting verification that the requirements of the program have been met. The threshold to participate is \$62,585.00. The applicant has submitted documentation that supports a total expenditure of \$90,868.93.

The tax exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of \$150,000.00.

The Landmark Commission reviewed on December 4, 2017 and recommended approval.

Staff Recommendation

Staff recommends that the applicant has successfully completed the requirements of the Substantial Rehabilitation for Historic Properties Tax Exemption Program and that the City Council grant the tax exemption.



910 WINNIE ST, GALVESTON PROJECT

Home Depot	\$ 8,481.21
Chalmers	\$ 49.12
Sherwin Williams	\$ 709.87
Value Windows	\$ 386.29
Montalbano	\$ 345.43
Daltile	\$ 933.37
Emser Tile	\$ 173.16
Gainsborough Waste	\$ 3,194.62
Richilrev	\$ 80.30
Morrison Supply	\$ 322.80
Glass Wiz	\$ 507.74
Felix Santana	\$ 12,900.00
Aguilar Floors	\$ 4,525.00
A/C Eduardo Figueroa	\$ 7,800.00
Daniel Bravo	\$ 5,111.06
Fernando Garcia	\$ 41,198.96
Daniel de Leon	\$ 2,200.00
Javier Morales	\$ 1,950.00
Grand Total	\$ 90,868.93

be made on each anniversary date thereof.

SECTION 10. That this Ordinance shall take effect and be in force from and after date of its passage, provided it is accepted within the time and manner required by Section 7 hereof.

Adopted by the City Council of the City of Galveston at its regular meeting held on the 18th day of May, 1978.


Secretary of the City Council
of the City of Galveston

ORDINANCE NO. 78-46

AN ORDINANCE ABANDONING A PORTION OF THAT CERTAIN STREET AND ALLEY RIGHTS-OF-WAY MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RETAINING RIGHTS OF OWNERS OF PUBLIC UTILITY FACILITIES TO CONTINUE TO OCCUPY THE PROPERTY; REQUIRING INDEMNIFICATION; PROVIDING FOR READING AND PUBLICATION BY DESCRIPTIVE CAPTION ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston is desirous of abandoning that portion of street and alley rights-of-way more particularly described herein, so as to relieve the City of costs of maintenance and to place the property upon the tax rolls; and,

WHEREAS, the City's Planning Commission by Action No. 78P-27 has recommended such abandonment, and the City Council, having previously considered the matter at a hearing held on May 11, 1978, finds it to be in the best interest of the health, safety and general welfare of the citizens of the City of Galveston that the aforesaid portion of street rights-of-way be abandoned;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. That, subject to the terms and conditions set forth herein, the following street and alley rights-of-way, located within the corporate limits of the City of Galveston, are hereby vacated, abandoned and discontinued:

- 1) 7th Street, from the southerly-right-of-way line of Avenue M to the southerly right-of-way line of Avenue M 1/2.
- 2) 8th Street from the southerly right-of-way line of Avenue M to the northerly right-of-way line of Avenue N 1/2.
- 3) 9th Street from the southerly right-of-way line of Seawall Boulevard to the northerly right-of-way line of Avenue N 1/2.

- 4) The alley immediately north of Avenue M and westerly of 8th Street, from the southerly right-of-way line of Seawall Boulevard to the westerly right-of-way line of 8th Street.
- 5) Avenue M, from the southerly right-of-way line of Seawall Boulevard to the westerly right-of-way line of 8th Street, and from the easterly right-of-way line of 7th Street to the westerly right-of-way line of 6th Street.
- 6) The alley situated between Avenues M and M 1/2, from the southerly right-of-way line of Seawall Boulevard (on the west) to the west right-of-way line of 6th Street (on the east).
- 7) Avenue M 1/2 from the southerly right-of-way line of Seawall Boulevard (on the west) to the easterly right-of-way line of 7th Street (on the east).
- 8) The alley situated between Avenue M 1/2 and Avenue N, from the east right-of-way line of 10th Street (on the west) to the west right-of-way line of 7th Street (on the east).
- 9) Avenue N, from the east right-of-way line of 10th Street to the west right-of-way line of 7th Street, excluding any portion thereof reserved to easterly rock groin structure or any right-of-way related thereto.
- 10) The alley situated between Avenue N and Avenue N 1/2, from the east right-of-way line of 10th Street to the west right-of-way line of 7th Street, excluding that portion reserved to existing rock groin structure or any right-of-way related thereto.

SECTION 2. That this abandonment is made expressly subject to, and is not intended in any way to affect, the right of owners of public or private utilities to occupy and have access to all of said abandoned property, and all such rights shall continue in full force and effect until released by owners of such utility facilities.

SECTION 3. That these abandonments and the adoption of this Ordinance are expressly conditioned upon the City's approving preliminary and final re-subdivision plats encompassing the properties owned by applicant hereof and situated southerly of the Seawall Boulevard to the waters edge, easterly of the 10th Street rock groin and westerly of 6th Street. Said plats shall include and provide such utility and pedestrian walkway easements as may be deemed necessary by the approving authority.

SECTION 4. That these abandonments and the adoption of this Ordinance are expressly conditioned that the abutting property owner (s) shall agree, undertake and promise in writing to hold the City of Galveston harmless and to indemnify the City against all suits, judgements, costs, expenses and damages, if any, that may arise or grow out of this abandonment, discontinuance and vacating of said portion of street and/or alley rights-of-way.

SECTION 5. That this Ordinance shall be and become effective after adoption, and when the abutting property owner (s) has made a full compliance with all terms and conditions hereof, and when said abutting property owner (s) shall have signified his agreement hereto by accepting in writing this Ordinance and all of its terms and provisions, which written acceptance shall be filed with the City Secretary. In the event said abutting property owner (s) shall fail or refuse to so accept in writing all of the terms and provisions of this Ordinance within ninety (90) days from day of adoption hereof, then this Ordinance shall be deemed never to have taken effect or to have ever been in force.

Adopted by the City Council of the City of Galveston at its regular meeting held on the 25th day of May, 1978.


 Secretary of the City Council
 of the City of Galveston

ORDINANCE NO. 78 42

AN ORDINANCE AMENDING SECTION 25-14 OF THE ZONING STANDARDS - 1971, CITY OF GALVESTON, BY PROVIDING CERTAIN REQUIREMENTS IN CONNECTION WITH VEHICULAR PARKING AREAS; REPEALING CONFLICTING PARTS OF OTHER ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. That Section 25-14 ("Vehicle Parking Regulations") of the Zoning Standards - 1971, City of Galveston, adopted under, and incorporated into, the provisions of Chapter 25 ("Zoning") of the Code of the City of Galveston, 1960, as amended, is hereby further amended by adding a new subsection (g) which shall be entitled to read and provide as follows:

"Section 25-14. Vehicle Parking Regulations.

g) Landscaping.

- 1) Jurisdiction: The provisions of this section shall apply to parking lot areas providing unenclosed off-street parking and/or servicing spaces for ten (10) or more vehicles and for the following specific uses: car washes and service stations.
- 2) Definition: Landscaping shall consist of a combination of such material as grasses, ground covers, shrubs, vines, hedges, trees,

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACKNOWLEDGING THE PREVIOUS ACTION OF THE CITY OF GALVESTON CITY COUNCIL ABANDONING CERTAIN RIGHTS OF WAY IN THAT AREA KNOWN AS CLASSIC PORRETTO BEACH UNDER ORDINANCE 78-46, ACKNOWLEDGING THE VALIDITY OF THE ABANDONMENT DETAILED IN THAT ORDINANCE, DISAVOWING ANY REVERSIONARY INTEREST IN SUCH ABANDONED RIGHTS OF WAY, MAKING FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1978 the City Council of the City of Galveston considered a request by Henry Porretto to abandon certain rights of way adjoining his property in front of the Seawall on the east end of Galveston; and

WHEREAS, the City Council made certain finding of fact that such rights of way were not needed by the City and passed City Ordinance 78-46 abandoning such rights of way to Mr. Porretto, a copy of such Ordinance being attached hereto as Exhibit A; and

WHEREAS, in passing such Ordinance the City Council provided that Mr. Porretto was to perform certain acts otherwise such abandonment would be ineffective; and

WHEREAS, it appears to the City Council of the County of Galveston that such provisions included in Ordinance 78-46 have either been performed, are unenforceable as a matter of law, or the failure to have performed them does not result in a reversion of the rights of way to the City and thus there is no enforceable reversionary interest of the City in such rights of way detailed in Ordinance 78-46; and

WHEREAS, the Randy Williams, Trustee for the Porretto Bankruptcy Estate has requested the City affirm that the abandonments detailed in Ordinance 78-46 are valid for purposes of allowing the Trustee to finally resolve the bankruptcy case, and has threatened litigation declaring the abandonments detailed in Ordinance 78-46 are valid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City of Galveston of the City of Galveston hereby acknowledges that the abandonments of City rights of way detailed in in Ordinance 78-46 are final and effective and the City claims no reversionary interest in them.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 14th day of December, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of December, 2017.

Secretary of the City Council
of the City of Galveston

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **07-TX-0577** styled "**County of Galveston vs. Connie Gamble, et al.**" the Sheriff of Galveston County, on August 30, 2017, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **October 3, 2017**, struck off, sold and conveyed the premises to **City of Galveston**, as Trustee for itself and for **County of Galveston, Galveston College, Galveston Independent School District** and **Navigation District #1**, for the sum of **Seven Thousand Two Hundred Sixty and No/00 Dollars (\$7,260.00)**, it being the highest bidder therefore; and

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **City of Galveston, County of Galveston, Galveston College, Galveston Independent School District, Galveston County Navigation District No. 1** and **Galveston Housing Finance Corporation** as permitted under Texas Government Code §791.011; and

WHEREAS, the Amended Interlocal Agreement provides Galveston Housing Finance Corporation with an option to purchased tax foreclosed properties for the sum for which properties are struck off and sold at sheriff sale; and

WHEREAS, Galveston Housing Finance Corporation has exercised its option to purchase the property described herein and for the sum of **Seven Thousand Two Hundred Sixty and No/00 Dollars (\$7,260.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05; and

WHEREAS the Interlocal Agreement between **City of Galveston, County of Galveston, Galveston College, Galveston Independent School District** and **Navigation District #1** provides that the Mayor of the City of Galveston will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **Seven Thousand Two Hundred Sixty and No/00 Dollars (\$7,260.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, City of Galveston, County of Galveston, Galveston College, Galveston Independent School District and Navigation District #1, ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Galveston Housing Finance Corporation, c/o Robert Bastien, of 2127 Broadway, Galveston, TX 77550** ("GRANTEE"), the following described real property, to wit:

The South 30.25 feet of Lots Six (6) and Seven (7), in Block Three Hundred Twenty-eight (328), in the City and County of Galveston, Texas, said property described more particularly in the instrument recorded at Clerks File Number 8320619 in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and

- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors

and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2017.

CITY OF GALVESTON

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as authorized representative for the City of Galveston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2015.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

November 20, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Barbara Ekelund-Sanderson, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL RENEWING AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 26 “PARKS AND RECREATION” OF “THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED,” BY CREATING ARTICLES IV, “YOUTH SERVICES STANDARDS OF CARE” AND SECTIONS THEREUNDER; ADOPTING THE YOUTH SERVICES STANDARDS OF CARE FOR 2018, THEREBY DEFINING MINIMUM STANDARDS OF CARE BY WHICH THE CITY OF GALVESTON AND ITS RECREATION DEPARTMENT WILL OPERATE THE CITY’S YOUTH RECREATIONAL PROGRAMS; PROVIDING FOR AN ANNUAL REVIEW AND RE-ADOPTION DATE THEREAFTER; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

I. Background

- A. The Youth Standards of Care are intended to be minimum standards by which the City of Galveston Parks and Recreation Department will operate its City Youth Recreational Programs.
- B. The programs operated by the City are recreational in nature and are not daycare programs. This will allow the city to qualify as being exempt from the requirements of the Texas Human Resources Code.
- C. The City of Galveston is not licensed by the State of Texas to offer daycare programs
- D. The Parks and Recreation Advisory Board reviewed the ordinance and voted to approve it at their October 16, 2017 meeting.

II. Current Situation

Whether to approve an Ordinance of the City of Galveston, Texas, amending Chapter 26 “Parks and Recreation” of “The Code of the City of Galveston 1982, as amended,” by creating Article IV, “Youth Services Standards of Care” and sections thereunder; adopting the Youth Services Standards of Care by which the City of Galveston and its Recreation Department will operate the City’s Youth Recreational Programs; providing for an annual review and re-adoption date thereafter; making various findings and provisions related to the subject.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

III. Issues

1. Cost – No Cost
2. Timing – No timing issues
3. Impact or ramifications – The recreation centers will not be designated to the community as a “daycare”; recreation staff will be more stringent in order to adhere to the Standards of Care
4. No departmental issue

IV. Alternatives in order of priority

A. City Council approves the ordinance listed above.

1. Cost – No Cost
2. Timing – If approved, the ordinance will take effect January 1, 2018
3. Impact of ramifications – Approval will provide a set of guidelines for City Staff to adhere to in regards to the Youth Recreational Programs, as well as, training for the Youth Program staff. The standards will make the Youth Programs more successful and safer for the children.
4. City Staff approves ordinance renewal.

B. City Council does not approve the ordinance listed above.

1. Cost – No cost
2. Timing – N/A
3. Impact or ramifications – Recreation centers will remain under the same guidelines that are currently in place, staff will not have the ordinance to back up the guidelines.

V. Recommendation

Concur in Alternative A and approve the renewal of the ordinance of the City of Galveston, Texas, amending Chapter 26 “Parks and Recreation” of “The Code of the City of Galveston 1982, as amended,” by creating Article IV, “Youth Services Standards of Care” and sections thereunder; adopting the Youth Services Standards of Care for 2018, thereby defining minimum standards by which the City of Galveston and its Recreation Department will operate the City’s Youth Recreational Programs; providing for an annual review and re-adoption date thereafter; making various findings and provisions related to the subject.

VI. Fiscal Impact Report

Requested by:

Barbara Ekelund-Sanderson
Director of Parks & Recreation

Funding source:

N/A





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

Cost of implementation:	No cost
Estimated annual M&O cost:	N/A
Estimated cumulative M&O cost:	N/A
Additional Information:	Approval of this ordinance helps City staff set guidelines for the operation and staffing of Youth Recreation Programs at Wright Cuney and McGuire-Dent Youth Recreation Centers.

Respectfully Submitted,

Barbara Ekelund-Sanderson
Director of Parks & Recreation

Approved,

Brian Maxwell
City Manager



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 26 "PARKS AND RECREATION" OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED," BY RE-ADOPTING ARTICLE IV "YOUTH SERVICES STANDARDS OF CARE" IN ITS ENTIRETY; DEFINING MINIMUM STANDARDS OF CARE BY WHICH THE CITY OF GALVESTON AND ITS PARKS AND RECREATION DEPARTMENT WILL OPERATE THE CITY'S YOUTH RECREATIONAL PROGRAMS; PROVIDING FOR AN EFFECTIVE DATE OF JANUARY 1, 2018; PROVIDING FOR AN ANNUAL REVIEW AND ADOPTION DATE THEREAFTER; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City of Galveston seeks to promote to protect the health, safety, and well-being of the children of the City of Galveston; and

WHEREAS, in accordance with Section 42.041(b)(14) of the Texas Human Resources Code, the City desires to annually adopt, by ordinance after a public hearing, Youth Services Standards of Care for the City of Galveston's Recreational Programs; and

WHEREAS, pursuant to state law, the City Council originally adopted Ordinance No. 12-062 on October 25, 2012, which created Article IV "Youth Services Standards of Care" to provide for definitions and minimum standards of care by which the City of Galveston, through its Parks and Recreation Department, will operate the City's youth recreational programs; and

WHEREAS, City Staff has reviewed the current Youth Services Standards of Care and finds that the standards should be re-adopted in the current form; and

WHEREAS, the City Council deems it in the public interest to amend Chapter 26 "Parks and Recreation" of "The Code of the City of Galveston 1982, as amended," by re-adopting Article IV "Youth Services Standards of Care" in its entirety; defining minimum standards of care by which the City of Galveston and its Parks and Recreation Department will operate the City's youth recreational programs; providing for an effective date; and providing for an annual review and adoption date thereafter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council amends Chapter 26 "Parks and Recreation" of "The Code of the City of Galveston 1982, as amended," by re-adopting Article IV "Youth Services Standards of Care" in its entirety to read and provide for as follows:

Article IV. Youth Services Standards of Care.

Sec. 26-55. Scope.

The Youth Standards of Care are intended to be minimum standards by which the City of Galveston Parks and Recreation Department will operate its City Youth Recreational Programs. The programs operated by the City are recreational in nature and are not daycare programs. This will allow the City to qualify as being exempt from the requirements of the Texas Human Resources Code. The City is not licensed by the State of Texas to offer daycare programs.

Sec. 26-56. Definitions.

As used in this Article, and in accordance with Human Resources Code, Section 42.002, "Definitions," the following terms and phrases shall have the meanings ascribed to them in this Article, unless the context requires otherwise.

- (a) Child means a person under eighteen (18) years of age.
- (b) Department means the Parks and Recreation Department of the City of Galveston.
- (c) Director of Parks and Recreation means the full-time City department employee who performs the functions responsible for administration and implementation of the City youth programs.
- (c) Parent means one parent or both parents or other adult with legal custody and authority to enroll their child in the City Program.
- (d) Participant means a child age five (5) to seventeen (17) whose parent has completed all required registration procedures and determined to be eligible for a City Program.
- (e) Program Manual means the notebook of policies, procedures, required forms, and organizational and programming information relevant to City Programs.
- (f) Program Site means the physical location where the youth program is being conducted.
- (g) Program Staff means the person or persons who have been hired or have volunteered to work for the City and been assigned responsibilities for managing, administering, or implementing some or all portions of the Program.
- (h) Recreational Facility/Recreation Center means a building which is open to the public where meetings are held, sports are played and there are activities available for all ages.
- (i) Site(s): McGuire–Dent Recreation Center, located at 2222 28th Street.
Wright Cuney Recreation Center, located at 718 41st Street.
 - (1) The City may from time to time designate other "site" areas.
 - (2) This Article establishes the Youth Services Standards of Care of current and future "site" areas within the City.
- (j) Site Superintendent/Site Assistant Superintendent means the person who has been hired to directly administer and oversee the daily operations of the youth program to include; but not be limited to, the supervision of staff, safety of participants and programming.

(k) Youth Program or Program

- (1) a non-fee based children's program or activity offered and supervised by the department that requires a participant to enroll or register in order to participate.
- (2) the city's summer program and activities and after school and other non-school day programs which last one week (5 days) or longer.

Sec. 26-57. Organization

- (a) The governing body of the youth program is the City Council.
- (b) Implementation of the youth programs' standards of care is the responsibility of the Parks and Recreation Director and Program Staff.
- (c) Each program site will have a current copy of the standards of care available for the public and Program Staff to review.
- (e) Parents will be provided a copy of the current standards of care during the registration process.

Sec. 26-58. Inspection, Monitoring, Enforcement

- (a) The Site Superintendent or Assistant Superintendent will perform weekly inspections of the program to confirm adherence to the standards of care.
 - (1) Inspection reports will be sent to the Director for review and kept on record in accordance with the City's record retention policy.
 - (2) The Director will review the report and establish deadlines and criteria for compliance with the standards of care.
- (b) Complaints regarding enforcement of the standards of care will be directed to the Site Superintendent or Assistant Superintendent. The Site Superintendent or Assistant Superintendent will be responsible for taking the necessary steps to resolve the problems. The Site Superintendent or Assistant Superintendent will record complaints regarding enforcement of the standards of care and their resolution. The Director will address serious complaints regarding enforcement of the standards of care. Complaints and the resolutions will be noted.
- (c) The Director shall make a report during the annual budget process to the City Council on the overall status of youth programs.

Sec. 26-59. Registration/Enrollment

- (a) Before a child may become a youth program participant, the parent must complete and sign registration forms that contain information pertaining to the participant and their parent. The following information must be provided:
 - (1) Name, address and home telephone number;
 - (2) Name, address and telephone number of parent during program hours;
 - (3) In case of emergency, contact names and telephone numbers during youth program hours;

- (4) Disclosure of disability;
- (5) Emergency medical authorization;
- (6) A liability release that encompasses all personal injury including death and property damage resulting from participation in the program.

Sec. 26-60. Suspected Abuse

- (a) Program Staff will receive basic training related to child abuse prevention and how to report suspected abuse.

Sec. 26-61. Staffing Responsibilities and Training

(a) Program Site Superintendent/Assistant Superintendent Qualifications

- (1) Must be an employee of the City of Galveston.
- (2) Must be at least 19 years of age.
- (3) Site Superintendent/Assistant Superintendent must have a High School Diploma or GED.
- (4) Must have two years' experience planning and implementing recreational activities.
- (5) Must have previous experience in supervising children and possess knowledge of recreational games, crafts and activities.
- (6) Must be skilled in supervising children of varying age levels in a group setting.
- (7) Must pass a background investigation, including a test for illegal substances.
- (8) Must have a current certification in first aid cardio pulmonary resuscitation (CPR) based on either the American Heart Association or the American Red Cross standards.
- (9) Must have a valid Texas state Driver's License or Identification.

(b) Program Site Superintendent/Assistant Superintendent Responsibilities

- (1) Site Superintendent/Assistant Superintendent administers the daily operations of the program in compliance with the adopted standards of care.
- (2) Site Superintendent/Assistant Superintendent recommends for hire, program coordinators and part-time and supervises and evaluates Program Staff.
- (3) Site Superintendent/Assistant Superintendent plans, implements and evaluates the daily activities of programs.

(c) Program Staff

- (1) Program Staff may be full-time, part-time or temporary employees of the City of Galveston Parks and Recreation Department.

- (2) Program Staff working with children must be age 16 or older; however, each site will have at least one employee, 18 years or older, present at all times.
- (3) Program Staff must pass a background investigation, including a test for illegal substances.
- (4) Full-time Program Staff must have successfully completed a course in first aid and CPR based on either the American Heart Association or the American Red Cross standards. An exception can be made for no more than one staff person at each site and that person shall successfully complete a first aid and CPR course within four weeks of starting work.

(d) Program Staff Responsibilities

- (1) Program Staff must be able to consistently exhibit competency, tolerance and patience.
- (2) Program Staff must relate to children with courtesy, respect, tolerance and patience.
- (3) Program Staff will provide participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate, social opportunities with their peers.
- (4) Program Staff will be responsible to know and follow all city departmental and program standards, policies and procedures that apply to city programs.
- (5) Program Staff shall not be responsible for those participants who voluntarily leave the program site, whether or not the participant has signed out.

(e) Training/Orientation

- (1) The Department will provide training and orientation to Program Staff in working with participants and for specific job responsibilities.
- (2) Program Staff will be trained in appropriate procedures to handle emergencies.
- (3) Full-time Program Staff are required to receive a training course to including city departmental and program policies and procedures, provision of recreation activities, safety issues, and city organization.
- (4) Program Staff will be required to sign an acknowledgment that they received the required training and are expected to conduct activities in accordance with training and the standards of care.

Sec. 26-62. Operations

(a) Staff-Participant Ratio

In a city youth program the standard ratio of participants to Program Staff will be a minimum of 25 participants to 1 Program Staff member. In the event a Program Staff member is unable to report to the program site a replacement will be assigned.

Sec. 26-63. Discipline

- (a) Program Staff will implement discipline and guidance in a consistent manner based on the best interests of program participants.
- (b) There shall be no cruel or harsh punishment or treatment.
- (c) Program Staff may use brief supervised separation from the group if necessary.
- (d) As necessary, Program Staff will initiate discipline reports to the parent of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- (e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program.
- (f) In instances where there is a danger to participants or Staff, the offending participant will be removed from the program site as soon as possible.

Sec. 26-64. Programming

- (a) Program Staff will attempt to provide activities for each group according to the participants' ages. The activities must be appropriate to participants' health, safety and well-being. The activities also must be flexible and attempt to promote the participants' emotional, social and mental growth. Programs will include indoor and outdoor activities.

Sec. 26-65. Communication

- (a) The program site will have a mobile phone or radio to allow the site to be contacted by department personnel and each site will have access to a telephone or radio for use in contacting the municipal complex or making emergency calls.
- (b) A child is not allowed to use the telephone unless it is an emergency. In this case, Staff should make the call for the child.
- (c) The recreation Superintendent or Assistant Superintendent will post the following telephone numbers adjacent to a telephone accessible to all Program Staff at each site:
 - (1) City ambulance or emergency medical services;
 - (2) City Police Department;

- (3) City Fire Department;
- (4) City Parks and Recreation Department;
- (5) The telephone number for the site itself.

Sec. 26-66. Transportation

- (a) The program does not offer transportation to participants.
- (b) The program does not transport participants to or from any city sponsored off-site or between-site event or activity.

Sec. 26-67. Facility Standards

(a) Safety

- (1) Program Staff will inspect program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- (2) Buildings, grounds and equipment on the program site will be inspected, cleaned, repaired and maintained to protect the health and safety of the participants.
- (3) Program equipment and supplies must be safe for the participant's use.
- (4) Program Staff must have first aid supplies and a guide to first aid and emergency care readily available at each site.

(b) Fire

- (1) In case of fire, danger of fire, explosion or other emergency, the first priority of Program Staff is to evacuate the participants to a designated safe area.
- (2) Emergency evacuation and relocation plans will be posted at each indoor facility.

(c) Health

(1) Illness or Injury to Participant

- a. A participant who is considered to be a health or safety concern to other participants or Staff will not be admitted to the program.
- b. Illnesses and injuries will be handled in a manner to protect the health of all participants and Staff.
- c. Program Staff will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the program manual.

(2) Program Staff will follow the recommendation of the state department of health concerning the admission or readmission of any participant after a communicable disease.

(3) Medication.

a. Program employees will not administer medication except in the case of emergency.

(d) Toilet Facilities

(1) The program site(s) will have inside toilets located and equipped so participants can use them independently and Program Staff can supervise as needed.

(2) There must be one flush toilet for every 30 participants. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50 percent of the total number of toilets.

(3) Exceptions on flush toilet to participants may be adjusted when program activities take place at primitive or outdoor park locations.

(e) Sanitation

(1) The program facilities must have adequate light, ventilation and heat.

(2) The program must have an adequate supply of water meeting the standards of the state department of health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

Sec. 26-68. Special Needs

Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, or using the restroom must provide an attendant for the duration of the program. Program Staff will not provide personal assistance. The attendant will be admitted to the program free of charge.

SECTION 3. The City Council finds that the City shall **annually** review, revise as necessary, and adopt an Ordinance for Youth Services Standards of Care by which the City of Galveston and its Parks and Recreation Department will operate the City's youth recreational programs.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such

invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 5. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective on **January 1, 2018.**

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on December 14, 2017 as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ___th day of _____, 2017.

Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 17- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 10, "BUILDING CODE," ARTICLE V. "DANGEROUS BUILDING CODE", OF THE CODE OF THE CITY OF GALVESTON, 1982; AS AMENDED, TO ADD PROVISIONS FOR THE REGULATION OF SUBSTANDARD BUILDINGS; PROVIDING A PENALTY PROVISION; PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2018; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, within the City of Galveston, maintenance, preservation and protection of property, as well as the health and safety such pose to the City, its neighborhoods, resident and citizenry, are vital to the community's well-being, and essential to Galveston's survival and growth; and,

WHEREAS, dangerous, and substandard properties pose a significant threat to the health and safety of the City of Galveston and its community. The City Council has determined that in addition to structures that are dangerous, structures that have deteriorated and/or are substandard are a threat to the public safety, health and welfare; and,

WHEREAS, the City Council has determined that in order to protect and maintain the health and safety and welfare of the community and to the benefit of the City's residents, it is necessary to require substandard property owners to maintain their properties in good repair, so that they are structurally sound, safe and sanitary; and,

WHEREAS, staff recommends amending Chapter 10 "The Building Code" of "The Code of the City of Galveston 1982, as amended" by adding provisions and regulations to address substandard property, and to provide penalty and abatement provisions; and,

WHEREAS, the City Council of the City of Galveston deems it to be in the public interest to amend Chapter 10 "Dangerous Building code" by adding provisions and regulations to address substandard property, and to add penalty and abatement provisions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Chapter 10, "Building Code", Article V. "Dangerous Building Code", of the "The Code of the City of Galveston 1982, as amended" is hereby amended to read and provide as follows:

ARTICLE V. DANGEROUS AND SUBSTANDARD BUILDING CODE

Sec. 10-60. - General.

- (a) *Authority.* This article is adopted pursuant to the authority provided by Chapters 54 and 214 of the Local Government Code, and any successor statutes.
- (b) *Building Official defined.* "Building official," as used in this Article, shall mean the Director of Development Services Planning and Community Development or Designee.

The Building Official and the City Marshal's Office shall implement and enforce this Article, and may by written order establish such rules, regulations, or procedures, not inconsistent with this Article, the Charter, the Code of the City of Galveston or the laws of the state, as the Building Official determines are necessary to discharge any duty under or to effect the policy of this Article.

Sec. 10-61. - Minimum standards - Dangerous, Building defined. Definitions:

- ~~(a)~~ This Article establishes the minimum requirements and standards for the continued use and occupancy of all residential and commercial buildings. It is enacted pursuant to V.T.C.A., Local Government Code Chapters 54 and 214 and is necessary to protect health, life and property, and to preserve the good government, order, and security of the City of Galveston and its inhabitants.

(a) For purposes of this Chapter the following definitions may apply:

Abandoned building - A vacant building that has taxes in arrears for a period of time exceeding three hundred sixty-five (365) days; and has either water or electricity disconnected in excess of forty-five (45) days.

Boarded property - A structure or building that has one (1) or more openings boarded so as to prevent adequate light and ventilation to the premises and to prevent entry by unauthorized persons.

Building - Same meaning as structure.

Occupied - One (1) or more persons lawfully conducting business or residing in a building as the legal or equitable owner, operator, lessee or invitee.

Owner - Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person, if ordered to take possession of real property by a court.

Property - Includes residential and commercial buildings or structures.

Secured - means that all accessible means of ingress and egress to the vacant structure, including, but not limited to all exterior doorways and windows are

locked so as to prevent unauthorized entry by vagrants and criminals or an attractive nuisance to children.

Structure - Any building or structure which is built for the support, shelter or enclosure or partial enclosure of persons, animal, chattel or moveable property of any kind.

Temporarily secured - means that all accessible means of ingress and egress to the vacant structure, including, but not limited to all exterior doorways and windows are covered with plywood which has been nailed or bolted in place so as to prevent unauthorized entry by vagrants and criminals or an attractive nuisance to children.

Vacant building - is an improved lot or parcel of real property with at least one (1) building or structure that is not currently Used or Occupied for a period in excess of forty-five (45) days;

Sec. 10-62. Substandard Buildings.

A. Any building or structure characterized by the following defects or conditions where such condition or defect constitutes a hazard to the safety, health or welfare of the public or its occupants, and,

(1) when it is unsafe, unsanitary, or unfit for human habitation; or

(2) when there has been inadequate maintenance, deterioration and dilapidation; or

(3) constitutes a fire hazard or other hazard dangerous to human life; or

(4) when boarded, fenced or otherwise secured in any manner if the means used to secure the building or structure are inadequate to prevent unauthorized entry or use by vagrants or other uninvited persons as a place of harborage, or to prevent entry or use by children, or

(5) Is not maintained in compliance with city codes or state law; or

(6) Is only partially completed and is not fit for human occupancy; or

(7) Provides a location for vagrancy, unauthorized entry, or other criminal activity or is an attractive nuisance; or

(8) Has been substantially damaged, without evidence of repair or maintenance in excess of ninety (90) days.

B. The following may apply to any building or structure not in conformance with this section herein:

(1) **Structure:** All structural members and foundation shall be maintained free from deterioration, and shall be capable of safely supporting the imposed loads.

- (2) **Exterior Walls:** Exterior walls shall be kept in good condition and shall be free from holes, breaks, and loose or rotting materials.
- (3) **Roof and drainage:** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent accumulation, dampness or deterioration. Roof drains, gutters and downspouts shall be maintained in good repair, and securely attached to the building.
- (4) **Decorative Features:** Cornices, belt courses, corbels, applications, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
- (5) **Overhang Extensions and Awnings:** All overhang extensions including, but not limited to canopies, marquees, signs, awnings, and fire escapes shall be maintained in good repair and be properly anchored and supported as to be kept in a sound and safe condition.
- (6) **Stairways, decks, porches and balconies:** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
- (7) **Chimneys and Towers:** Chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair.
- (8) **Handrails and Guards:** Every exterior handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- (9) **Windows and Doors:** All broken or missing windows shall be secured in a manner so as to prevent unauthorized entry. All broken or missing doors shall be secured to prevent unauthorized entry.

Sec. 10-63. Dangerous, Buildings:

~~Any building or structure which has defects or conditions described herein is a Dangerous Building, where such condition or defects, endanger the life, health, property or safety of the public or its occupants.~~

Any building or structure which has defects or conditions, where such condition or defect, as described by one (1) or more of the following, endanger the life, health, property or safety of the public or its occupants:

- (1)~~A~~ When any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or does not provide safe and adequate means of exit in case of fire or panic;
- (2)~~B~~ When the walking surface of any aisle, passageway, stairway or other means of exit is warped, worn, loose, torn or otherwise unsafe so that it would not provide safe and adequate means of exit in case of fire or panic;
- (3)~~C~~ When the stress on any materials, member or portion thereof, due to all dead and live loads, is more than one and one-half (1½) times the working

stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location;

(4)~~D~~ When any portion has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for a newly constructed building of like area, height and occupancy;

(5)~~E~~ When any portion or member or appurtenance is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;

(6)~~F~~ When any portion of the building, appurtenance or ornamentation on its exterior is not of sufficient strength or stability, or is not anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one and one-half (1½) of that specified in the Building Code for a newly constructed building of like area, height and occupancy, without exceeding the working stresses permitted in the Building Code for such buildings;

(7)~~G~~ When any portion has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction;

(8)~~H~~ When the building or any portion thereof is likely to partially or completely collapse because of:

- (1) Dilapidation, deterioration or decay;
- (2) Faulty construction;
- (3) The removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building;
- (4) The deterioration, decay or inadequacy of its foundation; or
- (5) Any other cause;

(9)~~I~~ When, for any reason, the building or any portion thereof is manifestly unsafe for the purpose for which it is being used;

(10)~~J~~ When exterior walls are not anchored to supporting or supported elements or are not plumb and free of holes, cracks, breaks, loose and rotting materials, or are not properly anchored or capable of supporting all nominal loads and resisting all load effects;

(11)~~K~~ If the building was constructed or is maintained in violation of the Building Code, or of any state law or ordinance relating to the condition, location or structure of buildings;

(12)~~L~~ If the building, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or

other cause, is determined by the Building Official, Fire Marshal or his/her designee to be a fire hazard;

(12)~~M~~ When any portion of a vacant or abandoned building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is vacant or abandoned for a period in excess of forty-five (45) days so as to constitute such building or portion thereof an attractive nuisance or hazard to the public;

(13)~~N~~ When the building or its curtilage contains accumulations of litter; refuse; garbage; rubbish; junk; animal carcasses; decaying flesh, fish, fowls or vegetables; stagnant water or other stagnant liquid; flammable liquids; slops; trash; or other deposits or substances, which are unwholesome, filthy, unsightly, offensive or unsanitary; likely to create or engender disease; likely to harbor insects or rodents; or likely to pollute storm water;

(14)~~O~~ When a building which is partially constructed has not had any significant construction work done on it in the preceding six (6) months, and it is not secured by a fence or other means to prevent children and vagrants from entering the building; or

(15)~~P~~ When a building which is partially constructed has not had any significant construction work done on it in the preceding forty-five (45) days, six (6) months and all building materials and construction equipment and tools have neither been removed from the construction site nor secured at the site to prevent their use by children or other unauthorized individuals; their theft; their deterioration; their vandalism; or their harborage of rodents or insects.

Sec. 10-62-64. - Commencement of hearing. Violation, Penalty and Fines

(1) Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this Chapter shall be guilty of a Class C misdemeanor punishable by a minimum fine of \$200.00, and not to exceed two thousand dollars (\$2,000.00).

(2) Each day that a violation continues shall constitute a separate offense.

(3) A criminal prosecution shall be in addition to any civil remedies to which the City is entitled by this Chapter or any other applicable ordinance or statute.

(4) No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the City or with any person who owns or holds an estate or interest in any building or structure which has been ordered repaired, removed, secured, vacated or demolished under the provisions of the Code of the City of Galveston or state law, or with any person to whom such building has been lawfully sold, whenever such officer, employee, contractor or authorized representative of the city, person having an interest or estate in such building or structure, or purchaser is engaged in the work as ordered or in performing any necessary act preliminary to or incidental to such work. A person who obstructs, impedes or so interferes shall be guilty of a Class C

misdemeanor punishable by a minimum fine of \$200.00, and not to exceed two thousand dollars (\$2,000.00).

Sec. 10-63 65. Hearing Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the City from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, or structure or to stop an illegal act, conduct, business or utilization of the building or structure.

Sec. 10-64 66. – Notice – Enforcement.

Notice. The Code official shall serve a notice of violation, complaint or order in accordance with the City Charter, City Codes and State Law.

Sec. 10-64 67. – Liens

(a) *Liens.*

- (1) If the Commission City assesses a civil penalty pursuant to section 10-63 or if the city incurs expenses under this Article section 10-63 or under 10-65, the city may assess the expenses or penalty on and the City may place a lien against the land on which the building was located, unless the land is a homestead protected by the Texas Constitution.
- (2) A lien imposed pursuant to this Article is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens.
- (3) The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the official public records of real property in Galveston County, specifically in the office of the county clerk for Galveston County. The notice shall contain the name and address of the owner if that information can be determined; a legal description of the land on which the building was located; the amount of expenses incurred by the city or the civil penalty and the balance due.
- (4) A lien is extinguished when the property owner or other person with an interest in the legal title to the land pays the city the balance due in full.

(b) *Notice and collection of penalty and expenses.*

- (1) If the City incurs expenses under this Article section 10-63 or under section 10-65, the Building Official the City shall cause a statement to be sent to the owner, setting forth the amount of the expenses and the interest accrued to date. The City Building Official shall thereafter cause an annual statement to be sent to the owner until the expenses and interest are paid in full.
- (2) If the Commission assesses a civil penalty pursuant to section 10-63 the building official shall cause a notice to be sent to the owner that the City has begun assessing the penalty provided by the Order. Thereafter, the Building Official shall cause a monthly statement to be sent to the owner, setting forth the amount of the accrued penalty and interest, until the penalty and interest is paid in full.

(2/3) A civil penalty or assessment for expenses shall accrue interest at the rate of ten (10) percent compounding interest per annum from the date of assessment until paid in full.

(3/4) The City shall be entitled to all remedies provided by law for the collection of debt in order to recover penalty, expenses and interest. However, the City shall not be entitled to foreclose a lien for repair expenses if the property on which the repairs were made is occupied as a residential homestead by a person sixty-five (65) years of age or older.

(c) *Notice to vacate; ~~violations.~~*

- (1) Every notice to vacate shall be posted at or upon each entrance and exit of the building and shall be in substantially the following form:

DO NOT ENTER
UNSAFE TO OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official
City of Galveston

The notice to vacate shall specify the conditions which necessitate the posting and recite the emergency or shall identify the order to vacate and state where a complete copy of the order may be obtained.

- (2) Compliance violations. No person shall remain in or enter any building which has been posted, except that entry may be made to repair, remove, demolish or secure such building under permit. No person shall remove or deface any such notice after it is posted until the required work has been completed and a certificate of occupancy is issued pursuant to the provisions of the Building Code. Any person violating this subsection shall be guilty of a Class C misdemeanor punishable by a minimum fine of \$200.00, and not to exceed two thousand dollars (\$2,000.00).

Sec. 10-68. - Means of Appeal

Any person directly affected by a decision of the Code Official, or a notice or order issued under this code shall have the right to appeal to the Building Board of Adjustments and Appeals, provided that a written application for appeal is filed within thirty (30) days after the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the code do not fully apply, or the requirements of the code are adequately satisfied by other means.

Sec. 10-64 **69.** – Reserved.

~~2. Any building or structure is a dangerous building when it is unsafe, unsanitary, substandard, unfit for human habitation, not provided with adequate egress, or which constitutes a fire hazard, otherwise dangerous to human life or which constitutes a hazard to the safety, health or welfare of the public or its occupants, for any reason or by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.~~

~~3. Any building or structure is a dangerous building, regardless of its structural condition.~~

~~A. When unoccupied by its owners, lessees, or other invitees and unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children, or~~

~~B. When boarded up, fenced or otherwise secured in any manner if the means used to secure the building or structure are inadequate to prevent unauthorized entry or use by vagrants or other uninvited persons as a place of harborage, or to prevent entry or use by children, or~~

~~C. When boarded up, fenced or otherwise secured in any manner if the building or structure constitutes a danger to the public even though secured from entry.~~

~~4. Any Vacant and substandard buildings shall meet the following standards: or abandoned property is a dangerous building regardless of its structural condition.~~

~~A. A vacant or abandoned property is defined as an improved lot or parcel of real property with at least one (1) building or structure that is not currently Used or Occupied for a period in excess of forty five (45) days; and meets one (1) or more of the following criteria:~~

~~(1) Has one (1) or more broken or boarded windows;~~

~~(2) Has taxes in arrears for a period of time exceeding three hundred sixty-five (365) days;~~

~~(3) Has one (1) or more utilities disconnected in excess of forty five (45) days;~~

~~(4) Is not maintained in compliance with city codes or state law;~~

~~(5) Is only partially completed and is not fit for human occupancy;~~

~~(6) Provides a location for vagrancy, unauthorized entry, or other criminal activity or is an attractive nuisance;~~

~~(7) Has been substantially damaged, without evidence of repair or maintenance in excess of ninety (90) days.~~

~~B. For purposes of this article the following definitions may also apply:~~

~~*Boarded property*—A structure or building that has one (1) or more openings boarded so as to prevent adequate light and ventilation to the premises and to prevent entry by unauthorized persons.~~

~~*Building*—Same meaning as structure.~~

~~*Occupied*—One (1) or more persons lawfully conducting business or residing in a building as the legal or equitable owner, operator, lessee or invitee.~~

~~*Owner*—Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person, if ordered to take possession of real property by a court.~~

~~*Property*—Includes residential and commercial buildings or structures.~~

~~*Structure*—Any building or structure which is built for the support, shelter or enclosure or partial enclosure of persons, animal, chattel or moveable property of any kind.~~

~~Sec. 10-62.—Commencement of hearing.~~

- ~~(a) *Hearing.* The Building Official may schedule a hearing before the Building and Standards Commission (the "Commission") to determine whether a building or structure is a dangerous building and, if so, whether it shall be vacated, secured, repaired, removed, and/or demolished, or any occupants relocated.~~
- ~~(b) *Scheduling of hearing.* The Building Official shall schedule the public hearing as follows:~~
 - ~~(1) When the Building Official has inspected or caused to be inspected any building or structure, which is not an owner occupied, single family dwelling, and has determined that such building is a dangerous building, he shall report this determination for all buildings and structures in a historical zoning district, for all designated landmark buildings and structures with a federal, state, or local landmark designation, and for all buildings and structures fifty (50) years or older, to the City's Historic Preservation Officer for review.~~
 - ~~a. The Historic Preservation Officer shall determine whether the structure or building requires review by the Landmark Commission pursuant to V.T.C.A., Local Government Code § 214.00111 or to any successor statutes;~~
 - ~~b. If the Historic Preservation Officer determines the structure does not require review by the Landmark Commission, the Building Official may schedule a hearing before the Building and Standards Commission; or~~

- ~~(2) When the Building Official has inspected or caused to be inspected any owner-occupied, single family dwelling and has determined that such building is a dangerous building, he shall schedule a hearing before the Building and Standards Commission.~~

~~(c) Issuance of notice.~~

- ~~(1) The Building Official shall issue a notice of hearing to each owner of the building and to each mortgagee and lienholder of the building and of the property on which it is located, as known by the city and as shown by search of the following records:~~

- ~~a. Official public records of real property in Galveston County, specifically in the Galveston County clerk's office;~~
- ~~b. Appraisal district records for the appraisal district in which the building is located;~~
- ~~c. Records of the Texas Secretary of State;~~
- ~~d. Assumed name records for Galveston County;~~
- ~~e. Tax records of the city; and~~
- ~~f. Utility records for the city.~~

- ~~(2) The Building Official shall issue notice of hearing to all unknown owners, if any, by posting the notice as described in subsection 10-62(e).~~

~~(d) Contents of notice. The notice shall contain:~~

- ~~(1) The street address or legal description of the building;~~
- ~~(2) A statement that the Building Official has found the building to be dangerous and a description of the conditions found to render the building dangerous under the provisions of the Dangerous Building Code.~~
- ~~(3) A statement specifying the date, time and place of the hearing; and~~
- ~~(4) A statement that the owner, lienholder, or mortgagee will be afforded an opportunity to comment at the hearing, will be required to submit proof of the scope of any work that may be required to comply with the minimum standards set out in the city ordinance and the time it will take to reasonably perform the work.~~

~~(e) Service of notice.~~

- ~~(1) Notice of the hearing shall be given by certified mail, return receipt requested, or by personal service. If the address of any person entitled to notice cannot be ascertained, or if service cannot be made by mail or in person after a reasonable attempt, and for all unknown owners, service shall be made by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable.~~
- ~~(2) The notice shall be mailed and/or posted before the tenth day before the date of the hearing. Service by certified mail shall be effective on the date of mailing.~~

- ~~(3) Proof of personal service shall be certified at the time of service by a written declaration executed by the person effecting service, declaring the date, time and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice retained by the Building Official.~~
- ~~(4) Notice of the hearing may be filed in the official public records of real property in Galveston County, specifically in the Galveston County clerk's office. The notice shall contain:
 - ~~a. The name and address of the owner of the affected property if that information can be determined;~~
 - ~~b. A legal description of the affected property; and~~
 - ~~c. A description of the hearing. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after filing of the notice, and constitutes notice of the hearing on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.~~~~

~~Sec. 10-63. Hearing.~~

- ~~(a) Conduct of hearing. This Section and Article VI of this Chapter apply to all hearings before the Building and Standards Commission (the "Commission").~~
 - ~~(1) Failure to appear. If the owner fails to appear at the hearing after being duly served, the Commission shall conduct the hearing as if the owner personally appeared.~~
 - ~~(2) Decisions and Orders.~~
 - ~~a. After all evidence has been presented at the hearing, the Commission shall determine whether the building or structure is a dangerous building. If more than one (1) building is located on a property and is the subject of the hearing, the Commission shall make a separate determination for each building.~~
 - ~~b. If the Commission finds the building or structure is a dangerous building, the Commission shall enter Orders, as authorized by this Chapter, for the owner to:
 - ~~1. Secure the building or structure from unauthorized entry and shall specify a reasonable period of time for the Owner to comply;~~
 - ~~2. Repair, remove or demolish the building or structure and shall specify a reasonable period of time for the Owner to comply.~~~~
 - ~~c. If the Commission finds the building or structure is a dangerous building, the Commission shall enter Orders, as authorized by this Chapter, for the owner to:
 - ~~1. Remove, clean, or otherwise abate the accumulated matter in violation; including but not limited to, high grass and weeds, litter, refuse,~~~~

~~garbage, stagnant water or liquid, junk, or other deposits or substances;
and to maintain such in a clean and sanitary condition thereafter; or~~

- ~~2. Secure or remove all building materials, equipment and tools and like matter in violation and to maintain such in a safe, secure and sanitary condition thereafter;~~
 - ~~a. The Commission shall specify a reasonable period of time for owner to comply.~~
- ~~d. If the Commission finds the building or structure is a dangerous building, and pursuant to a Commission Order, the Owner fails to secure the structure as ordered, the Building Official may secure the building, assessing expenses and placing liens against the property as authorized by this Chapter.~~
- ~~e. If necessary to protect the health, safety and welfare of the building's occupants, the Commission shall order the building vacated. If the condition of the building is due to neglect or the intentional or negligent acts by the owner, the Commission shall order the owner to relocate the occupants at reasonable expense and in a reasonable manner. The Commission shall specify a reasonable period of time for the completion of the relocation.~~
- ~~f. The Commission shall order a reasonable period of time for all mortgagees or lienholders to comply with the Order should the owner fail to comply with the Order within the time provided for action by the owner.~~
- ~~g. The Commission may assess a civil penalty if the owner fails to repair, remove or demolish the building in accordance with the Commission's Order. Such penalty shall not exceed the amount of one thousand dollars (\$1,000.00) per day that the building is out of compliance with the Order.~~
- ~~h. A reasonable period of time to comply with an Order of the Commission is within thirty (30) days from the date of an Order:~~
 - ~~1. To secure the building from unauthorized entry, or~~
 - ~~2. To repair, remove or demolish the building,~~
 - ~~3. The owner lienholder or mortgagee may establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~
- ~~i. If the Commission finds that the work to repair, remove or demolish the building cannot reasonably be performed within thirty (30) days, the Commission shall order specific time schedules for the commencement and performance of the work and shall order the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed.~~
- ~~j. The Commission shall not order the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all work required to comply with the Order unless the owner, lienholder or mortgagee:~~

- ~~1. Submits a detailed plan and time schedule for the work at the hearing; and~~
 - ~~2. The Commission finds that the work cannot reasonably be completed within ninety (90) days because of the scope and complexity of the work.~~
- ~~k. If the Commission orders that the owner, lienholder or mortgagee complete any part of the work required to repair, remove or demolish the building within a time period that is more than ninety (90) days, the Commission shall order the owner, lienholder or mortgagee to regularly submit progress reports to the Building Official and appear before the Commission to prove compliance with the time schedule.~~
- ~~l. If the Commission orders the owner, lienholder or mortgagee to complete any part of the work required to repair, remove or demolish the building within a time period that is more than ninety (90) days and the landowner, lienholder or mortgagee owns property, including structures or improvements on property, within the city that exceeds one hundred thousand dollars (\$100,000.00) in total value, the Commission may order that the owner, lienholder or mortgagee post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a building under section 10-66.~~

~~(b) Contents of order.~~

- ~~(1) All Orders issued by the Commission shall be in writing and shall set forth the Commission's findings and in accordance with section 10-64.~~
- ~~(2) An Order to repair shall set forth those items that need to be repaired.~~
- ~~(3) An Order to vacate shall require the Building Official to post said notice to vacate at or upon each entrance and exit of the building or structure in accordance with section 10-62.~~
- ~~(4) An Order shall contain the following statement:~~

~~"It is further ORDERED that if the owner fails to comply with any part of this Order by the specified dates, and if any of the mortgagees or lienholders fail to comply with the Order in the owner's stead and by the specified dates, the City is hereby authorized at its discretion to vacate, secure, repair, remove and/or demolish the building(s) at its own expense. Alternatively, the City is authorized to assess a civil penalty on the owner in the amount of _____ (\$ _____) per day for each day that the building continues to be in violation of this Order. Such costs or penalty shall accrue interest at a rate of ten percent (10%) per annum. The City shall have all remedies provided by law to recover such costs, penalties and interest, and shall be entitled to place a lien on the property unless it is a homestead protected by the Texas Constitution."~~
- ~~(5) An Order shall be signed by the chairperson or acting chairperson of the Commission.~~

~~(6) A copy of the Order shall be sent promptly by certified mail, return receipt requested, to the owner of the building and to any lienholder or mortgagee of the building. The validity of the notice is not affected by its return by the United States Postal service as "refused", "unclaimed" or like response and shall be deemed as delivered.~~

~~(7) Within ten (10) days after the date the Order is issued:~~

~~a. A copy of the Order shall be filed in the office of the city secretary; and,~~

~~b. A notice shall be published in a newspaper of general circulation in the city, with said notice containing:~~

~~1. The street address or legal description of the property;~~

~~2. The date of the hearing;~~

~~3. A brief statement indicating the results of the Order; and~~

~~4. Instructions stating where a complete copy of the Order may be obtained.~~

~~(c) Failure to comply with Order.~~

~~(1) If the owner fails to comply with an Order of the Commission within the allotted time, the Building Official shall cause a copy of the Commission's Order to be sent by certified mail return receipt requested to each lienholder and mortgagee as was determined pursuant to section 10-62. This shall constitute notice to the lienholders and mortgagees that the owner has failed to comply with the Order.~~

~~(2) If the lienholders and mortgagees fail to comply with the Order within the time allotted to them by the Commission the Building Official may:~~

~~a. Vacate, secure, repair, remove and/or demolish the building at the city's expense; or~~

~~b. Assess a civil penalty against the owner of the building, as provided by the Commission, for failure to comply with the Order.~~

~~(3) The Building Official is authorized to repair a building only to the extent necessary to bring the building into compliance with minimum standards, and only if the building is a residential building with ten (10) or fewer units.~~

~~(4) The Building Official is authorized, if the Order requires demolition, to cause the building to be sold and demolished, or to be demolished and the materials, rubble and debris removed and the lot cleaned. Any such demolition work shall be accomplished, and the cost thereof paid and recovered in the manner provided in section 10-66 of this chapter. Any surplus realized from the sale of any such building or from the demolition thereof over and above the cost of demolition and of cleaning the lot shall be paid to the person or persons lawfully entitled thereto.~~

~~(5) The Building Official is further authorized to ask the City Attorney to bring suit against the owner in a Galveston County District Court to request that a receiver be appointed to rehabilitate the property.~~

Sec. 10-64.—Enforcement.

~~(a) Liens.~~

- ~~(1) If the Commission assesses a civil penalty pursuant to section 10-63 or if the city incurs expenses under section 10-63 or under 10-65, the city may assess the expenses or penalty on and place a lien against the land on which the building was located, unless the land is a homestead protected by the Texas Constitution.~~
- ~~(2) A lien imposed pursuant to this Article is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens.~~
- ~~(3) The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the official public records of real property in Galveston County, specifically in the office of the county clerk for Galveston County. The notice shall contain the name and address of the owner if that information can be determined; a legal description of the land on which the building was located; the amount of expenses incurred by the city or the civil penalty and the balance due.~~
- ~~(4) A lien is extinguished when the property owner or other person with an interest in the legal title to the land pays the city the balance due in full.~~

~~(b) Notice and collection of penalty and expenses.~~

- ~~(1) If the city incurs expenses under section 10-63 or under section 10-65, the Building Official shall cause a statement to be sent to the owner, setting forth the amount of the expenses and the interest accrued to date. The Building Official shall thereafter cause an annual statement to be sent to the owner until the expenses and interest are paid in full.~~
- ~~(2) If the Commission assesses a civil penalty pursuant to section 10-63 the building official shall cause a notice to be sent to the owner that the City has begun assessing the penalty provided by the Order. Thereafter, the Building Official shall cause a monthly statement to be sent to the owner, setting forth the amount of the accrued penalty and interest, until the penalty and interest is paid in full.~~
- ~~(3) A civil penalty or assessment for expenses shall accrue interest at the rate of ten (10) percent per annum from the date of assessment until paid in full.~~
- ~~(4) The City shall be entitled to all remedies provided by law for the collection of debt in order to recover penalty, expenses and interest. However, the City shall not be entitled to foreclose a lien for repair expenses if the property on which the repairs were made is occupied as a residential homestead by a person sixty-five (65) years of age or older.~~

~~(c) Notice to vacate; violations.~~

- ~~(1) Every notice to vacate shall be posted at or upon each entrance and exit of the building and shall be in substantially the following form:~~

~~DO NOT ENTER
UNSAFE TO OCCUPY~~

~~It is a misdemeanor to occupy this building, or to remove or deface this notice.~~

~~Building Official
City of Galveston~~

~~The notice to vacate shall specify the conditions which necessitate the posting and recite the emergency or shall identify the order to vacate and state where a complete copy of the order may be obtained.~~

- ~~(2) Compliance; violations. No person shall remain in or enter any building which has been posted, except that entry may be made to repair, remove, demolish or secure such building under permit. No person shall remove or deface any such notice after it is posted until the required work has been completed and a certificate of occupancy is issued pursuant to the provisions of the Building Code. Any person violating this subsection shall be guilty of a misdemeanor punishable by a fine not to exceed two thousand dollars (\$2,000.00).~~

~~(d) Other enforcement.~~

- ~~(1) An owner who fails to comply with an Order of the Commission shall be guilty of a misdemeanor punishable by a fine not to exceed two thousand dollars (\$2,000.00).~~
- ~~(2) Each day that a violation continues shall constitute a separate offense.~~
- ~~(3) A criminal prosecution shall be in addition to any civil remedies to which the city is entitled. The remedies provided by this article shall be in addition to the remedies provided by this chapter or any other applicable ordinance or statute.~~
- ~~(4) No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city or with any person who owns or holds an estate or interest in any building or structure which has been ordered repaired, removed, secured, vacated or demolished under the provisions of this Code, or with any person to whom such building has been lawfully sold, whenever such officer, employee, contractor or authorized representative of the city, person having an interest or estate in such building or structure, or purchaser is engaged in the work as ordered or in performing any necessary act preliminary to or incidental to such work. A person who obstructs, impedes or interferes with an Order of the Commission shall be guilty of a misdemeanor punishable by a fine not to exceed two thousand dollars (\$2,000.00).~~

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective on January 1, 2018 from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on November 9, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2017.

Secretary for the City Council
of the City of Galveston

DANGEROUS AND SUBSTANDARD ORDINANCE SUMMARY OF

CONSOLIDATION OF CODES

CHANGES

Substandard Buildings (Sec. 10-62)	Code Citation	2012 International Property Maintenance Code (IPMC)
Sec. 10-62(B)(1)	Structure: All structural members and foundation shall be maintained free from deterioration, and shall be capable of safely supporting the imposed loads.	Sec. 304.4
Sec. 10-62(B)(2)	Exterior Walls: Exterior walls shall be kept in good condition and shall be free from holes, breaks, and loose or rotting materials.	Sec. 304.6
Sec. 10-62(B)(3)	Roof and drainage: The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent accumulation, dampness or deterioration. Roof drains, gutters and downspouts shall be maintained in good repair, and securely attached to the building.	Sec. 304.7
Sec. 10-62(B)(4)	Decorative Features: Cornices, belt courses, corbels, applications, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.	Sec. 304.8
Sec. 10-62(B)(5)	Overhang Extensions and Awnings: All overhang extensions including, but not limited to canopies, marquees, signs, awnings, and fire escapes shall be maintained in good repair and be properly anchored and supported as to be kept in a sound and safe condition.	Sec. 304.9
Sec. 10-62(B)(6)	Stairways, decks, porches and balconies: Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.	Sec. 304.10
Sec. 10-62(B)(7)	Chimneys and Towers: Chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair.	Sec. 304.11
Sec. 10-62(B)(8)	Handrails and Guards: Every exterior handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.	Sec. 304.12
Sec. 10-62(B)(9)	Windows and Doors: All broken or missing windows shall be secured in a manner so as to prevent unauthorized entry. All broken or missing doors shall be secured to prevent	Appendix A, Sec. 101.1 & 103.5

	<u>unauthorized entry.</u>	
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City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

December 14, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Michael W. Loftin, Assistant City Manager for Finance

RE: Consider for approval an ordinance amending the Operating Budget for fiscal year ending September 30, 2017 by adjusting various budgeted accounts in the total amount of \$4,193,586 to adjust and properly record for expenses in connection with police overtime, fire overtime, separation, pay for city employees, restructuring of Human Resources personnel, Hurricane Harvey preparation and response, Galveston Central Appraisal District services, Rosenberg Library contributions, Mardi Gras preparation security and cleanup, purchase of one additional trolley bus, infrastructure projects funded by TIRZ 14, police quartermaster uniform issuances, fire SCBA air pack purchases, and airport capital improvements.

I. Background

- A. This budget amendment for FY 2017 will ensure spending compliance with the City's adopted FY 2017 Budget by securing City Council approval of reallocations of existing budgeted amounts between departments and newly recognized revenue.
- B. Estimates of year end spending are performed throughout the year in order to minimize the number and amount of budget adjustments necessary as of yearend to cover necessary but unforeseen expenditures.
- C. The Fourth Quarter Budget Report, distributed under separate cover, provides an overall view of the City's budgeted accounts, including those addressed in this amendment.
- D. The FY 2017 Adopted Budget includes \$148.7 million in budgeted expenditures. Final estimated expenditures total \$125.1 million. The proposed budget changes affect the General Fund, nine special funds, and two enterprise funds with no net effect on the overall FY 017 Budget.

II. Current Situation

Departmental expenditures are projected to be in substantial compliance with the adopted operating budget. The changes included in this amendment include the following items that are listed in Attachment A of the Ordinance.

- 1. Several General Fund departments had overruns that are being offset with underruns in a long list of General Fund departments. The most

significant overruns belong to General Fund employees' Separation Pay (\$477,000), Police overtime (\$270,000). Police Hurricane Harvey overtime (\$81,000), the increase in the City's police pension contribution (\$86,000), and funding owed to Galveston County for jail operations that was not billed or paid correctly for the prior year (\$130,000). Other overruns include Fire personnel (\$145,000) costs, and FY 2016 appraisal district expenses paid in FY 2017 (\$158,000). The supporting detail for the General Fund is documented on pages 2 and 3 of the Fourth Quarter Budget Status Report (see attached to this agenda staff report).

2. Two projects totaling \$1,139,818 (Travel Air Bridge and 83rd Street Drainage) were funded by TIRZ 14 from a cash revenue standpoint. But an increase in the Infrastructure and Debt Service Fund expense budget is necessary to cover this previously unbudgeted expense. The increase is being offset with a reduction in the General Fund City Council contingency budget to keep the overall City Budget (see Attachment B) within the originally adopted amount of \$137.2 million.
3. Other changes include technical amendments to adjust and recognize expenses in the Fire Special Fund (see page 17 of the Fourth Quarter Status Report), Convention Center Surplus fund (page 9 of the Fourth Quarter Report), Airport Enterprise Fund capital projects (page 27 of the Fourth Quarter Report), and a final adjustment to the total amount of Property Taxes paid to the Rosenberg Library in accordance with the City Charter (page 8 of the Fourth Quarter Report).

Attachment B presents the net effect of this amendment and the prior amendment in FY 2017 on department budget totals as adopted by City Council.

III. Issues

1. Cost – The total of all costs is within the total FY 2017 Budget.
2. Timing – Proposed adjustments resolve currently projected budgetary issues based on the Fourth Quarter Budget Report.
3. Impact or ramifications – City Council retains the authority under the City Charter to approve total budgets for individual city departments.
4. All expenditures have been recorded according to generally accepted accounting principles, local codes and ordinances.

IV. Alternatives in order of priority

A. City Council approves the proposed budget amendment.

1. Cost – No net cost to the City beyond that already incurred.
2. Timing – Approval on December 14th ensures budget compliance.
3. Impact or ramifications – City Council retains the authority under the City Charter to approve total budgets for individual city departments.
4. All expenditures have been recorded according to generally accepted accounting principles, local codes and ordinances.

B. City Council does not approve the proposed budget changes.

1. Cost - No difference in costs incurred.
2. Timing – Comprehensive Annual Financial Report is issued in March without demonstrating budgetary compliance.
3. Impact or ramifications – The City's general financial health will remain unaffected by these adjustments.

V. Recommendation

Concur in Alternative A.

VI. Fiscal Impact Report

See attachments.

ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE TOTAL OPERATING BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2017, BY ADJUSTING VARIOUS BUDGET ACCOUNTS IN THE AMOUNT OF FOUR MILLION ONE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$4,193,586) TO ADJUST AND PROPERLY RECORD FOR EXPENSES IN CONNECTION WITH POLICE OVERTIME, FIRE OVERTIME, SEPARATION PAY FOR CITY EMPLOYEES, RESTRUCTURE OF HUMAN RESOURCE PERSONNEL, HURRICANE HARVEY PREPARATION AND RESPONSE, GALVESTON CENTAL APPRAISAL DISTRICT SERVICES, ROSENBERG LIBRARY CONTRIBUTIONS, MARDI GRAS PREPARATION SECURITY AND RESPONSE, PURCHASE OF ONE ADDITIONAL TROLLEY BUS, INFRASTRUCTURE PROJECTS FUNDED BY TIRZ 14, POLICE QUARTERMASTER UNIFORM ISSUANCE, FIRE SCBA AIR PACK PURCHASES, AND AIRPORT CAPITAL IMPROVEMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 8, 2016, the Galveston City Council adopted Ordinance No. 16-064 authorizing an operating budget for Fiscal Year 2017; and

WHEREAS, pursuant to “The City Charter,” the City Council has the power to transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another during the fiscal year; and

WHEREAS, on February 23, 2017, the Galveston City Council approved the first amendment to the Fiscal Year 2017 Operating Budget to adjust and properly record unforeseen expenses in connection with the distribution of collective bargaining increases for police and fire, allocation of funding set aside for local grant match, creation of a new pension reform special revenue fund and recognition of additional revenue in the convention center surplus fund for the purchase of trolley buses and the restoration of three trolley cars; and

WHEREAS, since the adoption of the Fiscal Year 2017 budget, there has arisen a need to amend the Fiscal Year 2017 Operating Budget for the adjustment to various budget accounts to properly record unforeseen revenue; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2017 Operating Budget by adjusting various budget accounts as outlined in **Attachments A, B and C**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council hereby authorizes an amendment in the amount of four million one hundred ninety-three thousand five hundred eighty-six dollars (\$4,193,586) to the total Operating Budget for Fiscal Year 2017 as outlined in **Attachments A, B and C**; incorporated herein for all intents and purposes.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter, this Ordinance has been publicly available in the Office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at a Regular Meeting held on the 14th day of December, 2017, as the same appears in records of this office.

IN TESTIMONY, WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of December, 2017.

Secretary for the City Council
of the City of Galveston

**ATTACHMENT A
Budget Amendment #2
FY 2017**

FY17 Budget Compliance		FY17 Budget Compliance	
GENERAL FUND OPERATING BUDGET SUMMARY		GENERAL FUND OPERATING BUDGET SUMMARY	
FROM:		TO:	
City Secretary		Human Resources	
Contractual Services	\$25,000	Personnel Services	\$48,000
Elections		Police Department	
Contractual Services	\$20,000	Personnel Services	\$380,000
Municipal Court		Police Department	
Personnel Services	\$35,000	Contractual Services	\$130,000
Municipal Court		Fire Department	
Supplies and Materials	\$2,000	Personnel Services	\$145,000
Municipal Court		Emergency Medical Services	
Contractual Services	\$38,000	Contractual Services	\$100
Municipal Court		Building Inspection	
Other Services	\$5,000	Personnel Services	\$3,000
City Manager		Taxation	
Personnel Services	\$25,000	Contractual Services	\$88,000
City Manager		Governmental Expenditures	
General Fund Contingency	\$60,000	Contractual Services	\$158,000
City Attorney		Governmental Expenditures	
Personnel Services	\$110,000	Operating Transfer Out to Separation Pay Fund	\$477,000
City Attorney			
Material and Supplies	\$3,000		
City Attorney			
Contractual Services	\$27,000		
Finance - Accounting			
Personnel Services	\$195,000		
Finance - Accounting			
Materials and Supplies	\$3,000		
Finance - Accounting			
Contractual Services	\$73,000		
Finance - Accounting			
Other Services	\$4,000		
Public Works - Traffic			
Contractual Services	\$50,000		
Parks and Recreation			
Personnel Services	\$50,000		
Parks and Recreation			
Materials and Supplies	\$5,000		
Planning			
Personnel Services	\$33,000		
Planning			
Materials and Supplies	\$14,000		
Planning			
Contractual Services	\$43,000		
Code Enforcement			
Contractual Services	\$15,000		
Code Enforcement			
Other Services	\$45,000		
Governmental Expenditures			
Personnel Services	\$284,598		
Governmental Expenditures			
Vehicle Capital Outlay	\$264,502		
Governmental Expenditures			
Fund Balance Contingency	\$1,139,818		
Operating Budget Subtotal	\$2,568,918	Operating Budget Subtotal	\$1,429,100

**ATTACHMENT A
Budget Amendment #2
FY 2017**

FY17 Budget Compliance		FY17 Budget Compliance	
OPERATING TRANSFERS		OPERATING TRANSFERS	
FROM:		TO:	
General Fund - Governmental Expenditures		Separation Pay Fund	
Transfer to Separation Pay Fund	\$477,000	Operating -Transfer In	477,000
Operating Transfer Subtotal	\$477,000	Operating Transfer Subtotal	\$477,000
SPECIAL REVENUE FUNDS		SPECIAL REVENUE FUNDS	
Seawall Parking Fund		Rosenberg Library	
Capital Reserve	\$16,129	Other Services	\$16,129
Convention Center Surplus		Convention Center Surplus	
Seawall Parking Enforcement	\$190,000	Mardi Gras	\$91,661
Convention Center Surplus		Convention Center Surplus	
Historic Broadway Lighting	70,179	Trolley Car Buses	168,518
Police Special Revenue Fund		Infrastructure & Debt Service Fund	
Contractual Services	48,700	Travel Air Bridge (ST1620)	1,054,385
Asset Forfeiture Fund		Infrastructure & Debt Service Fund	
Capital Outlay	15,560	83rd Street Drainage & Pavement (ST1805)	85,433
Alarm Permit Fund		Police Quartermaster Fund	
Capital Reserve	84,900	Materials and Supplies	700
Operating Transfer Subtotal	\$425,468	Fire Special Revenue Fund	
		Materials and Supplies	1,852
		Fire Special Revenue Fund	
		Capital Outlay	146,608
Operating Transfer Subtotal	\$425,468	Operating Transfer Subtotal	\$1,565,286
ENTERPRISE FUNDS		ENTERPRISE FUNDS	
Sewer System Fund		Airport Fund	
Materials and Supplies	\$722,200	Operating Transfer Out	\$622,200
Operating Transfer Subtotal	\$722,200	Airport Fund	
		Insurance Transfer Out	\$100,000
		Operating Transfer Subtotal	\$722,200
GRAND TOTAL	\$4,193,586	GRAND TOTAL	\$4,193,586

ATTACHMENT B
Budget Amendment #2
FY 2017

Comparative Summary
Total Operating Expenditure Budget

Funding Source	Adopted Budget 2017	Budget Amendment #1	City Council Authorizaton	Budget Amendment #2	Amended Budget 2017
City Secretary	\$510,774	\$0	\$0	(\$25,000)	\$485,774
Elections	60,000	0	0	(20,000)	40,000
Municipal Court	740,515	0	0	(80,000)	660,515
City Manager	831,001	0	0	(85,000)	746,001
City Auditor	278,291	0	0	0	278,291
Legal	884,180	0	0	(140,000)	744,180
Human Resources	443,025	0	0	48,000	491,025
Transportation	970,000	0	0	0	970,000
Finance	1,948,581	0	0	(275,000)	1,673,581
Police	17,630,311	565,311	0	510,000	18,705,622
Fire	10,403,346	300,000	0	145,000	10,848,346
Emergency Management	230,185	0	0	0	230,185
Emergency Medical Service	566,400	0	0	100	566,500
Special Events	0	0	0	0	0
Civilian Services	56,092	0	0	0	56,092
Streets	1,614,759	0	0	0	1,614,759
Traffic	2,147,809	0	0	(50,000)	2,097,809
Park & Recreation	2,713,867	0	0	(55,000)	2,658,867
Planning	1,113,395	0	0	(90,000)	1,023,395
Code Enforcement	752,446	0	0	(60,000)	692,446
Building Inspection	584,364	0	0	3,000	587,364
Coastal Resource Management	0	0	0	0	0
Vehicle Purchases	1,283,000	0	0	(264,502)	1,018,498
Taxation	255,314	0	0	88,000	343,314
Debt Service	6,000	0	0	0	6,000
Facility Maintenance	1,752,426	0	0	0	1,752,426
Police - CBA	439,138	(439,138)	0	0	0
Fire - CBA	300,000	(300,000)	0	0	0
Phase II Compensation Study	284,598	0	0	(284,598)	0
Group Health	150,000	0	0	0	150,000
Hurricane Harvey Lodging/Food	0	0	0	158,000	158,000
Local Grant Match	126,173	(126,173)	0	0	0
Broadway Corridor/Redevelopment Plan	0	0	78,000	0	78,000
Land Acquisition	0	0	437,050	0	437,050
Pension Contingency	2,292,000	(2,292,000)	0	0	0
Fund Balance Contingency	5,635,614	(1,375,150)	(515,050)	(1,139,818)	2,605,596
Total General Fund	\$57,003,604	(\$3,667,150)	\$0	(\$1,616,818)	\$51,719,636
Special Revenue Funds:					
Rosenberg Library	\$2,681,900	\$0	\$0	\$16,129	\$2,698,029
Seawall Parking	907,142	0	0	(16,129)	891,013
Convention Center Surplus	4,221,245	1,375,150	0	0	5,596,395
HOT 1/8 Historical Buildings	794,575	0	0	0	794,575
Neighborhood Revitalization	2,969,950	0	0	0	2,969,950
Infrastructure Fund	6,225,359	0	0	1,139,818	7,365,177
Separation Pay Fund	474,360	0	0	477,000	951,360
Public Access Channel Fund	706,293	0	0	0	706,293
Parking Management Fund	411,879	0	0	0	411,879
Lasker Pool Fund	526,000	0	0	0	526,000
Asset Forfeiture Fund	94,480	0	0	(15,560)	78,920
Police Special Revenue Fund	173,058	0	0	(48,700)	124,358
Police Quartermaster Fund	111,694	0	0	700	112,394
Alarm Permit Fund	214,422	0	0	(84,900)	129,522
Fire Special Revenue Fund	49,013	0	0	148,460	197,473
Municipal Court Building Security Fund	91,235	0	0	0	91,235
Municipal Court Technology Fund	112,096	0	0	0	112,096
Municipal Court Juvenile Services Fund	154,503	0	0	0	154,503
Recovery and Capital Reserve Fund	6,629,732	0	0	0	6,629,732
Technology Improvement Fund	1,601,600	0	0	0	1,601,600
Pension Reform Fund	0	2,292,000	0	0	2,292,000
Total	\$29,150,536	\$3,667,150	\$0	\$1,616,818	\$34,434,504
Debt Service Fund	\$1,754,405	\$0	\$0	\$0	\$1,754,405
Enterprise Funds:					
Waterworks	\$23,263,937	\$0	\$0	\$0	\$23,263,937
Sewer	15,321,152	0	0	(722,200)	15,321,152
Drainage Utility	2,895,680	0	0	0	2,895,680
Sanitation	6,076,867	0	0	0	6,076,867
Airport	1,724,544	0	0	722,200	1,724,544
Total	\$49,282,180	\$0	\$0	\$0	\$49,282,180
Grand Total	\$137,190,725	\$0	\$0	\$0	\$137,190,725
Amount of growth under 7% cap			\$0		
*Percent increase in the City's operating budget			0.00%		

ATTACHMENT B
Budget Amendment #2
FY 2017

Not subject to the 7% budget cap

	Adopted Budget 2017	Budget Amendment #1	City Council Authorizaton	Budget Amendment #2	Amended Budget 2017
Internal Service Fund					
Central Services	\$2,898,745	\$0	\$0	\$0	\$2,898,745
Casualty & Liability Insurance	1,925,642	0	0	0	1,925,642
Workers' Compensation Insurance	578,300	0	0	0	578,300
Health and Life Insurance	6,342,400	0	0	0	6,342,400
Central Garage	4,878,108	0	0	0	4,878,108
Capital Projects	0	0	0	0	0
Total	\$16,623,195	\$0	\$0	\$0	\$16,623,195
Special Revenue Fund					
Island Transit	\$4,707,010	\$0	\$0	\$0	\$4,707,010
Total	\$4,707,010	\$0	\$0	\$0	\$4,707,010

ATTACHMENT C
Budget Amendment #1
FY17

General Fund - Governmental Expenditures - Fund Balance Contingency	
Adopted Budget	5,635,614
To recognize increased revenue from Convention Center Surplus Fund needed to complete the order for trolley buses and the restoration of three trolley cars damaged by Hurricane Ike	(1,375,150)
Funding to purchase 5.5 acres of surplus property from Scholes International Airport	(437,050)
Funding to hire consultants for the Broadway Corridor/Redevelopment Plan	(78,000)
To recognize funding provide by TIRZ 14 for Travel Air Bridge project not included in Adopted FY17 Budget	(1,054,385)
To recognize funding provide by TIRZ 14 for 83rd Street Drainage & Pavement project not included in Adopted FY17 Budget	(85,433)
Amended Budget for City Council Contingency	\$2,605,596

4th Quarter
Budget Report
Fiscal Year 2017





City of Galveston

Office of the City Manager
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3520

December 1, 2017

Honorable Mayor James D. Yarborough and Members of Council

This is to present the Fourth Quarter Budget Status Report for FY 2017 with preliminary results for the fiscal year ended September 30, 2017. Final results for FY 2017 will be provided in the Comprehensive Annual Financial Report (CAFR) in March 2018 with fully noted financial statements presented in accordance with Generally Accepted Accounting Principles. Full accounting with balance sheet presentations is a critical part of the CAFR, but is not a part of the Fourth Quarter Budget Status Report. We do expect to recommend final budget amendments to the FY 2017 Budget Ordinance on the December 14 Council Agenda based on the Status Report.

This report shows preliminary income, expense and ending balances for all operating funds as well as the cash balances and project allocations for all capital funds. Significant revenue and expenditure budget variances are explained in footnotes as a part of each fund's presentation throughout the report. As required by the Budget Ordinance, the report also provides a schedule including every capital project that was considered a part of the FY 2017 Capital Budget and the status of each project. A "Major Revenue Sources" report is also provided discussing year ending estimates of property tax, sales tax, hotel occupancy tax, as well as water and sewer customer revenue.

The **FY 2017 Budget** (see page 1) anticipated \$126.1 million in revenue, and \$125.5 million was collected by the City. Budgeted expenses totaled \$148.7 million and the year ended with \$125.1 million in actual expenditures, providing a \$23.6 million underrun. The difference includes a \$17.4 million aggregate underrun in the City's twenty-two special funds which underruns remain in each fund and are carried over from one fiscal year to the next until they are expended for legally restricted purposes. Ending operating fund balances, including General, Special, Debt Service, Enterprise and Internal Service Funds, totaled \$68.45 million.

The **General Fund** (see pages 2-4) is projected to have ended the year with a \$17.7 million fund balance (e.g. 125 days of operating expenses). This ending balance was \$2.8 million less than last year's \$20.5 million ending balance for three reasons:

1. The prior year balance held \$2.3 million from TIRZ Eleven's closeout cash balance that was moved to the Pension Reserve Fund in FY 2017;
2. Land held by the Airport Fund was purchased by the General Fund for \$437,000 during FY 2017; and

3. An excess of \$93,000 in FY 2017 expense over income.

The \$17.7 million is \$4.9 million more than the minimum required reserve of \$12.76 million (e.g. ninety days of operating expenses).

Overall **General Fund revenue** (page 2) was \$453,000 below budget. The Galveston economy appears to have slowed during FY 2017, causing building permit revenue to fall \$210,000 short of budget estimates. The arrival of Harvey in August also appears to have caused a \$250,000 drop in fourth quarter sales tax revenue. General Fund revenue from moving violations fell 23 percent in direct proportion to the 23 percent drop in moving violation tickets written in the prior year.

General Fund expenses (pages 2-4) included an estimated \$280,000 for Hurricane Harvey related operations. Without Harvey, the General Fund would have ended FY 2017 with an estimated \$187,000 in income in excess of expense. General Fund expenses overall were \$360,000 under budget, despite significant overruns in specific departments, and the \$280,000 in Harvey expenses already mentioned. Nineteen General Fund departments' expenditures stayed within their budgeted amounts, while four experienced overruns. The Police department General Fund budget experienced a \$506,000 overrun mostly due to \$270,000 in overtime and \$92,000 for Harvey. Separation Pay overran its General Fund budget allocation by \$477,000.

Island Transit expended \$34,000 less than budget (page 19), and collected sufficient revenue such that the General Fund subsidy of \$970,000 for IT operations and capital projects (see "Transportation" on page 2) was sufficient to keep Island Transit in the black with a positive \$83,000 fund balance at fiscal yearend.

Hotel Occupancy Tax revenue that "trickles down" to the **Convention Center Surplus Fund** (page 8) was \$323,000 less than previously estimated. The reason is capital works spending by the Convention Center operator authorized under the development agreement was not previously considered in our "trickle down" methodology. This will affect the FY 2018 HOT revenue estimate as well, and we expect to adjust the FY 2018 Budget for this purposes after the first quarter of FY 2018 is complete.

Also, the five **Enterprise Funds** (pages 21-26) ended FY 2017 with healthy balances and revenue that exceeded budget (only Drainage fund revenue did not exceed budget). Only the Airport Fund's expenditures exceeded budget, and this will be corrected in the final FY 2017 budget amendment by reclassifying capital project expenditures to the Airport Improvement Fund.

Hurricane Harvey did not devastate our City the way some other cities were impacted, but we are left with Harvey related costs that can be reimbursed either from FEMA or our own insurance policies. The chart provided (see page iv) is the best current summary of Harvey's cost impact on the City's budgeted funds. Project level detail being developed for FEMA approval will be presented when complete. At present, we have approximately \$3.1 million in costs, \$444,000 of which will be the City's

responsibility to pay in the form of insurance deductibles or matching funds for the Harvey FEMA grant.

The City of Galveston is on a reimbursement basis for this disaster instead of getting our grant funding up front as was the case with Hurricane Ike. Therefore, we expect to spend City funds for the \$3.1 million total including FEMA eligible costs and then seek final FEMA approval and reimbursement. At present, the City has already incurred \$836,000 combined for the cost of debris removal (\$410,000) and emergency protective measures (\$426,000). We might expect to recover all but \$41,000 of this cost from FEMA. It is our plan to prepare a special fund budget specifically to track Harvey costs and reimbursements. This special fund will be part of our FY 2018 First Quarter Budget Status Report and budget amendment.

Please let me know if you need further information on this report.

A handwritten signature in dark ink, appearing to read "Brian Maxwell", is written over a horizontal line.

Brian Maxwell
City Manager

**HURRICANE HARVEY EXPENSES
AND FUNDING SOURCES
SHOWN BY CITY OF GALVESTON FUND
DECEMBER, 2017**

Fund	Cost	Local Match/ Deductible	FEMA/ Insurance
General Fund			
Emergency Protective Measures	\$333,152	\$0	\$333,152
Repairs/Capital	\$1,930,520	\$273,615	\$1,656,905
Subtotal General Fund	\$2,263,672	\$273,615	\$1,990,057
Water			
Emergency Protective Measures	\$10,215	\$0	\$10,215
Repairs/Capital	\$11,750	\$8,759	\$2,991
Subtotal Water	\$21,965	\$8,759	\$13,206
Sewer			
Emergency Protective Measures	\$13,975	\$0	\$13,975
Repairs/Capital	\$120,347	\$14,536	\$105,811
Subtotal Sewer	\$134,322	\$14,536	\$119,786
Sanitation			
Emergency Protective Measures	\$8,750	\$0	\$8,750
Debris Removal	\$410,199	\$41,020	\$369,179
Subtotal Sanitation	\$418,949	\$41,020	\$377,929
Drainage			
Emergency Protective Measures	\$10,893	\$0	\$10,893
Repairs/Capital	\$0	\$0	\$0
Subtotal Drainage	\$10,893	\$0	\$10,893
Airport			
Emergency Protective Measures	\$7,443	\$0	\$7,443
Repairs/Capital	\$140,215	\$40,204	\$100,011
Subtotal Airport	\$147,658	\$40,204	\$107,454
Central Garage			
Emergency Protective Measures	\$36,613	\$0	\$36,613
Repairs/Capital	\$69,022	\$20,645	\$48,377
Subtotal Central Garage	\$105,635	\$20,645	\$84,990
Island Transit			
Emergency Protective Measures	\$2,063	\$0	\$2,063
Repairs/Capital	\$34,810	\$44,889	(\$10,079)
Subtotal Island Transit	\$36,873	\$44,889	(\$8,016)
Construction			
Emergency Protective Measures	\$3,210	\$0	\$3,210
Repairs/Capital	\$0	\$0	\$0
Subtotal Construction	\$3,210	\$0	\$3,210
Grand Totals			
Emergency Protective Measures	\$426,314	\$0	\$426,314
Debris Removal	\$410,199	\$41,020	\$369,179
Repairs/Capital	\$2,306,664	\$402,648	\$1,904,016
Grand Totals	\$3,143,177	\$443,668	\$2,699,509

Note: The numbers above are preliminary pending final approval of project worksheets by FEMA and the Texas Department of Emergency Management.

CITY OF GALVESTON
 QUARTERLY REPORT
 FISCAL YEAR 2017
 OCTOBER 2016 - SEPTEMBER 2017

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CITY OF GALVESTON
QUARTERLY REPORT
FISCAL YEAR 2017
OCTOBER 2016 - MARCH 2017

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CITY-WIDE SUMMARY
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate
Beginning Fund Balance				
General Fund	\$18,539,573	\$20,541,315	\$20,541,315	\$20,541,315
Special Revenue Funds	19,494,706	21,126,022	21,126,022	21,126,022
Debt Service Fund	2,657,992	1,518,471	1,518,471	1,518,471
Enterprise Funds	19,556,169	18,507,154	18,507,154	18,507,154
Total	\$60,248,439	\$61,692,962	\$61,692,962	\$61,692,962
Revenue				
General Fund	\$51,532,839	\$52,097,000	\$51,572,689	\$51,643,815
Special Revenue Funds	16,664,594	16,863,641	18,378,982	18,859,424
Debt Service Fund	9,036,005	9,967,548	8,137,753	6,890,550
Enterprise Funds	47,222,968	47,201,435	47,906,605	48,084,325
Total	\$124,456,406	\$126,129,624	\$125,996,029	\$125,478,113
Expenditures				
General Fund	\$48,632,055	\$52,097,000	\$51,254,682	\$51,736,626
Special Revenue Funds	15,022,966	37,524,696	20,085,285	20,061,357
Debt Service Fund	10,175,526	9,802,703	8,943,905	6,730,021
Enterprise Funds	48,271,983	49,282,180	47,192,626	46,616,597
Total	\$122,102,530	\$148,706,579	\$127,476,497	\$125,144,602
Revenues over/(under) Expenditures				
General Fund	\$2,900,783	\$0	\$318,006	(\$92,812)
Special Revenue Funds	1,641,628	(20,661,055)	(1,706,302)	(1,201,934)
Debt Service Fund	(1,139,521)	164,845	(806,151)	160,529
Enterprise Funds	(1,049,015)	(2,080,745)	713,979	1,467,728
Total	\$2,353,875	(\$22,576,955)	(\$1,480,469)	\$333,512
Fund Balance Adjustments				
General Fund	(\$899,041)	(\$6,552,464)	(\$2,739,292)	(\$2,739,292)
Special Revenue Funds	(10,311)	(6,767,127)	14,688	14,688
Debt Service Fund	0	0	0	0
Enterprise Funds	0	(2,331,629)	0	764,138
Total	(\$909,352)	(\$15,651,220)	(\$2,724,604)	(\$1,960,466)
Ending Fund Balance				
General Fund	\$20,541,315	\$13,988,851	\$18,120,029	\$17,709,211
Special Revenue Funds	21,126,022	464,967	19,419,720	19,924,089
Debt Service Fund	1,518,471	1,683,316	712,319	1,678,999
Enterprise Funds	18,507,154	16,426,409	19,221,133	19,974,883
Sub-Total	\$61,692,962	\$32,563,543	\$57,473,201	\$59,287,182
Internal Service Funds	\$10,224,809	\$10,862,626	\$9,599,669	\$9,144,208
TOTAL WITH INTERNAL SERVICE FUNDS	\$71,917,772	\$43,426,169	\$67,072,870	\$68,431,390

Note: The Internal Service Funds revenues and expenses are not included in the totals above to avoid duplication.

GENERAL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year				
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate		FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$18,539,573	\$20,541,315	\$20,541,315	\$20,541,315		\$0
Revenues						
Property Taxes	\$21,368,191	\$23,711,400	\$23,801,070	\$23,864,063	(1)	\$152,663
Sales Taxes	15,087,873	15,450,000	15,197,449	15,197,449	(2)	(252,551)
Mixed Beverage Taxes	838,733	894,200	879,510	879,510	(3)	(14,690)
Franchise Taxes	5,386,098	5,372,400	5,335,804	5,454,074		81,674
Licenses and Permits	1,330,047	1,409,400	1,142,579	1,142,579	(4)	(266,821)
Interfund Transfers for Service	1,993,463	2,034,000	2,034,000	2,034,000		0
Charges for Services	267,094	245,100	219,575	219,271	(5)	(25,829)
Fines and Forfeits	1,756,605	1,845,100	1,584,824	1,584,824	(6)	(260,276)
Investment Earnings	137,274	100,000	118,666	118,666		18,666
Other Revenues	1,025,408	985,400	1,209,211	1,099,378	(7)	113,978
Other Financing Sources	2,342,053	50,000	50,000	50,000		0
Total Revenues	\$51,532,839	\$52,097,000	\$51,572,689	\$51,643,815		(\$453,185)
Expenditures						
General Government						
City Secretary	\$424,584	\$510,774	\$482,275	\$482,275		\$28,499
Elections	68,662	60,000	39,489	39,489		20,511
Municipal Court	613,413	740,515	656,025	656,025	(8)	84,490
City Manager	724,797	831,001	741,626	741,626	(9)	89,375
City Auditor	248,638	278,291	263,867	263,867		14,424
Legal	590,038	884,180	739,630	739,630	(10)	144,550
Human Resources	372,625	443,025	490,635	490,635	(11)	(47,610)
Transportation	1,295,000	970,000	870,000	970,000		0
Subtotal	\$4,337,756	\$4,717,786	\$4,283,546	\$4,383,546		\$334,240
Finance						
Administration	\$292,098	\$293,222	\$304,757	\$259,757		\$33,466
Accounting	1,002,013	1,172,858	888,333	893,333	(12)	279,525
Purchasing	212,215	249,311	226,516	226,516		22,795
Budget	200,891	233,190	230,268	230,268		2,922
Subtotal	\$1,707,217	\$1,948,581	\$1,649,874	\$1,609,874		\$338,707
Public Safety						
Police	\$17,356,082	\$18,195,622	\$18,681,609	\$18,702,089	(13)	(\$506,467)
Fire	10,235,924	10,703,346	10,843,510	10,843,829	(14)	(140,483)
Emergency Management	207,442	230,185	218,311	218,311		11,874
Emergency Medical Service	566,258	566,400	566,452	566,452		(52)
Special Events	0	0	0	0		0
City Marshal	138,064	56,092	54,378	54,378		1,714
Subtotal	\$28,503,770	\$29,751,645	\$30,364,261	\$30,385,059		(\$633,414)
Public Works						
Streets	\$1,991,388	\$1,614,759	\$1,600,888	\$1,600,888		\$13,871
Traffic	1,667,681	2,147,809	2,089,554	2,089,554		58,255
Subtotal	\$3,659,069	\$3,762,568	\$3,690,442	\$3,690,442		\$72,126
Parks and Recreation						
Administration	\$781,988	\$822,508	\$810,442	\$810,442		\$12,066
Parks and Parkways	1,697,746	1,891,359	1,830,692	1,830,692	(15)	60,667
Subtotal	\$2,479,734	\$2,713,867	\$2,641,134	\$2,641,134		\$72,733
Planning and Community Development						
Planning	\$941,953	\$1,113,395	\$1,015,826	\$1,015,826	(16)	\$97,569
Code Enforcement	545,378	752,446	655,844	687,649	(17)	64,797
Building Inspection	584,501	584,364	587,033	587,033		(2,669)
Coastal Management	0	0	0	0		0
Subtotal	\$2,071,832	\$2,450,205	\$2,258,703	\$2,290,508		\$159,697

GENERAL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Non-Departmental					
Taxation	\$208,552	\$255,314	\$340,181	\$340,181	(18) (\$84,867)
Facility Maintenance	1,840,421	1,752,426	1,736,277	1,736,277	16,149
COLA Increases	0	176,329	0	0	(19) 176,329
Compensation Study Increases	0	108,269	0	0	(19) 108,269
Transfer to Group Health Fund	0	150,000	150,000	150,000	0
Contractual Services	27,500	0	35,444	35,444	(20) (35,444)
Investment Fees	0	6,000	0	0	6,000
Lodging/Food Services	0	0	121,086	121,086	(21) (121,086)
Vehicle Purchases	978,307	1,283,000	962,725	855,065	(22) 427,935
Transfer to Separation Pay Fund	788,000	416,160	416,160	893,160	(23) (477,000)
Transfer to Infrastructure Fund	2,029,897	2,604,850	2,604,850	2,604,850	0
Subtotal	\$5,872,677	\$6,752,348	\$6,366,722	\$6,736,062	\$16,286
Total Expenditures	\$48,632,055	\$52,097,000	\$51,254,682	\$51,736,626	\$360,374
Revenues Over/(Under) Expenditures	\$2,900,783	\$0	\$318,006	(\$92,812)	(92,812)
Prior Year Adjustment	(\$57,548)	\$0	\$0	\$0	0
Ending Fund Balance	\$21,382,808	\$20,541,315	\$20,859,321	\$20,448,503	(92,812)
Less: Appropriation of Fund Balance					
One-Time Capital Outlay/Technology needs	82,893	0	0	0	0
Transfer to Technology Improvement Fund	758,600	0	0	0	0
Land Acquisition	0	437,050	437,050	437,050	0
Broadway Corridor Streetscape/Redevelopment Plan	0	78,000	10,242	10,242	(24) 67,758
Fund Balance Contingency	0	3,745,414	0	0	(25) 3,745,414
Transfer to Pension Reserve Fund	0	2,292,000	2,292,000	2,292,000	0
Subtotal	\$841,493	\$6,552,464	\$2,739,292	\$2,739,292	\$3,813,172
Ending Fund Balance	\$20,541,315	\$13,988,851	\$18,120,029	\$17,709,211	\$3,720,360
90 Day Reserve	\$11,991,466	\$12,845,836	\$12,638,141	\$12,756,976	(\$88,859)
Total General Fund Appropriation	\$49,473,548	\$58,649,464	\$53,993,974	\$54,475,918	\$4,173,546

NOTES:

- (1) The final property tax roll for FY 2017 included essentially the same net value for the City once TIRZ values and frozen accounts were considered. Current collections were slightly higher than budgeted accounting for the overage in revenue versus budget.
- (2) The estimated impact on August and September Sales Tax revenue received in October and November is approximately \$246,000. Revenue would be close to Budget were it not for Harvey.
- (3) It is likely that Harvey's impact on tourism and business impacted Mixed Drink Tax revenue negatively.
- (4) Electricity Franchise tax revenue is the primary reason that franchise revenue exceeded budget.
- (5) Major construction permit categories (building, HVAC, electrical and plumbing and fire) fell \$210,000 in FY 2017 due to a reduction in the number of significant commercial buildings permitted. Several large building projects are scheduled to be permitted in FY 2018.
- (6) The number of traffic tickets issued dropped off from the prior fiscal year by 23 percent while traffic tickets paid dropped 20 percent. Traffic ticket General Fund revenue was down \$330,000 from FY 2017. Parking tickets issued (up 22.3 percent) and paid (up 58 percent) accounted for a \$174,000 increase in revenue.
- (7) Increase is in a number of smaller, miscellaneous revenue lines, including fixed asset sales and TIRZ administrative charges.
- (8) Municipal Court expenditure underruns are the result of a vacant Deputy Clerk position (\$36,000) throughout various times of this fiscal year and approximately \$47,000 underruns in various accounts.
- (9) The City Manager's Office has \$29,000 in salary underruns do to the restructuring of personnel charged to this department and \$60,000 savings from the contingency account.
- (10) The City Attorney's Office underruns include an Assistant City Attorney position that was not filled until mid-July (\$111,000) and a savings of \$22,000 in contract Attorney Fees.
- (11) The budget overrun in Human Resources is from the transfer of personnel (\$48,000) from the Finance Department to segregate duties for time keeping and policy compliance in HR from payroll administration in Finance.
- (12) The underruns in the Accounting Division includes \$208,000 in salary savings from positions moved to Technology Services and Utility Billing, savings from other vacant positions throughout the fiscal year and \$64,000 savings in consultant services not utilized.
- (13) The Police Department's overage is attributable to (1) overtime cost related to retention issues (\$270,000) and Hurricane Harvey (\$81,000), (2) a slight increase (0.83%) to the police pension contribution (\$86,000), and (3) funding owed to Galveston County for the underbilling for jail inmates in the prior fiscal year (\$70,000).

GENERAL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

- (14) The Fire Department's overage is due to an adjustment in classified personnel (\$113,000) approved via ordinance in September, 2016 and approximately \$30,000 in Hurricane Harvey related overtime.
- (15) The Parks Department has a savings primarily resulting from vacant positions throughout the fiscal year.
- (16) The Planning Department has an underrun of \$33,700 for a position that remained unfilled until August 2017. There is also a savings of \$24,000 in communication line items that were overstated for FY17. Additionally \$8,000 for consultant services, \$12,000 in the purchase of equipment and \$9,000 in training was not utilized.
- (17) The budget in the Code Enforcement Division is overstated because a single position was budgeted inadvertently in FY17.
- (18) The overage in Taxation money owed for under payments (3) in FY2016.
- (19) One time pay amount (\$750 per employee) at the end of FY 2017 was charged to departments' regular payroll account. It was not necessary to charge or allocate funds previously set aside at the fund level for Phase II of the compensation study.
- (20) Includes expenditures for technical support for recovery assistance from Hurricane Harvey. These expenses will carry into FY2018.
- (21) Estimated expenses for food and lodging for emergency response personnel related to Hurricane Harvey.
- (22) Vehicle Capital Outlay reflects underruns for equipment not arriving prior to the end of the fiscal year. These expenses will carry over to FY2018.
- (23) Additional funding (\$477,000) needed to cover expenses for separation pay. This budget line provides funding for transfer to the Separation Pay Fund.
- (24) The underruns include funding for the Broadway Corridor Streetscape/Redevelopment Plan and technical support for recovery assistance from Hurricane Harvey. This expenses will carry into FY2018.
- (25) City Council Contingency not allocated to projects, so spending projected at zero. Budget began at \$5,635,614 but was reduced in the first budget amendment to recognize revenue in the Convention Center Surplus Fund needed to complete the order of trolley buses and the restoration of three trolley cars damaged by Hurricane Ike. Subsequently, Council voted on funding for the purchase (\$437,050) of 5.5 acres of surplus property at the Airport and to provide funding (\$78,000) for the Broadway Corridor Streetscape/Redevelopment Plan.



Special Revenue Funds

Special revenue funds are used to account for the proceeds of specific revenue sources legally restricted to expenditures for specific purposes.

Rosenberg Library Fund (1040) - To account for ad valorem taxes collected and transferred to the library, to be used for library purposes, as authorized by City Charter.

Seawall Parking Fund (1095) - To account for receipts of seawall parking revenue and expenditures related to the operation and capital improvement of the seawall and beach.

Convention Center Surplus Fund (1090) - To account for local hotel occupancy tax, to be used to enhance and promote tourism and the convention and hotel industry.

Historical Buildings Fund (1093) - To account for receipts of 1/8 hotel occupancy tax, to be used for advertisement and capital repairs to historical buildings and statues.

City Council Projects & Initiatives Program Fund (1098) - To account for funds to enhance neighborhood resources, economic development, public services, and the quality of life for residents.

Infrastructure Fund (3199) - To account for funds for capital improvement and/or debt service allocating 1% of the General Fund Operating Budget beginning in FY 2013 and an additional 1% in each successive fiscal year thereafter until the cumulative annual allocation reaches a minimum of 8% of the total General Fund Operating Budget.

Separation Pay Fund (1099) - To account for funds from the General, Waterworks, Sewer System, Sanitation, Drainage and Airport for accrued benefits paid to an employee who terminates employment from the City.

Public Access Channel Fund (1092) - To account for funds used for improvements and equipment related to the City's public access channel. The revenues from this fund come from Comcast. It is a legal requirement that the funds be spent to improve the public access channel.

Parking Management Fund (1096) - To account for collection of parking revenue and fees around the downtown area.

Lasker Pool Fund (1094) - To account for funds received through donations, grants and IDC funding to be used for the first community pool in the City of Galveston.

Pension Reform Fund (1020) - To account for funds set aside to address the City of Galveston Civilian Pension Plan.

Asset Forfeiture Funds (1811) - To account for the equitable sharing of assets received from federal and state agencies to be used for law enforcement purposes. Funds are used to enhance and supplement, not supplant or replace the Police Department's appropriated budget.

Police Special Revenue Fund (1812) - To account for funds donated from the community to be used for Police Department needs.

Police Quartermaster Fund (1813) - To account for funds to maintain and purchase clothing and equipment as determined by the Police Administration for all full time paid police officers

Alarm Permit Fund (1814) - To account for fees paid by permit holders for annual alarm system permits issued by the city. Fees shall be used for the general administration and enforcement of the city alarm systems program as required by Local Government Code, Section 214.194.

Fire Special Revenue Fund (1816) - To account for funds donated from the community to be used for Fire Department needs.

Municipal Court Building Security Fund (1821) - To account for a fee of \$3.00 per misdemeanor conviction and is collected for future improvements to the security of the court facilities.

Municipal Court Technology Fund (1822) - To account for a fee of \$4.00 per misdemeanor conviction and is collected for future improvements to technology of the court facilities.

Municipal Court Juvenile Services Fund (1823) - To account for a fee of \$6.00 per misdemeanor conviction (90% State, 10% City) to promote the efficient operation of the court and the investigation, prosecution, and enforcement of the offenses within the court's jurisdiction.

Recovery and Capital Reserve Fund (3050) - To account for funds collected through the legal department.

Technology Improvement Fund (1097) - To account for funding for city-wide efforts to enhance technology of the city's hardware and software configurations and status including disaster recovery planning.

Island Transit Fund (1300) - To account for the receipt of and expenditure of federal, state, and local revenues designated for transit and other livable community projects.

SPECIAL REVENUE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate
Beginning Fund Balance				
Rosenberg Library	\$0	\$0	\$0	\$0
Seawall Parking	864,029	1,056,744	1,056,744	1,056,744
Convention Center Surplus	3,566,284	3,373,395	3,373,395	3,373,395
Historical Buildings	641,873	623,784	623,784	623,784
City Council Projects & Initiatives Program	2,979,882	2,839,543	2,839,543	2,839,543
Infrastructure Fund	3,126,772	3,504,066	3,504,066	3,504,066
Separation Pay Fund	40,236	172,067	172,067	172,067
Public Access Channel Fund	553,574	564,458	564,458	564,458
Parking Management Fund	6,115	23,859	23,859	23,859
Lasker Pool Fund	0	250,000	250,000	250,000
Pension Reform Fund	0	0	0	0
D.E.A. Asset Forfeiture Fund	147,754	138,165	138,165	138,165
Police Special Revenue Fund	48,250	101,556	101,556	101,556
Police Quartermaster Fund	25,684	47,387	47,387	47,387
Alarm Permit Fund	144,612	119,635	119,635	119,635
Fire Special Revenue Fund	32,267	56,866	56,866	56,866
Municipal Court Building Security Fund	194,455	66,593	66,593	66,593
Municipal Court Technology Fund	71,296	70,627	70,627	70,627
Municipal Court Juvenile Services Fund	81,666	114,905	114,905	114,905
Recovery and Capital Reserve Fund	6,930,132	6,398,369	6,398,369	6,398,369
Technology Improvement Fund	0	1,491,600	1,491,600	1,491,600
Island Transit	39,823	112,403	112,403	112,403
Total	\$19,494,706	\$21,126,022	\$21,126,022	\$21,126,022
Revenues				
Rosenberg Library	\$2,478,140	\$2,681,900	\$2,696,598	\$2,698,029
Seawall Parking	193,594	0	81,874 (1)	81,874
Convention Center Surplus	3,250,731	2,223,000	2,154,105	2,155,008
Historical Buildings	249,427	215,000	231,490	231,490
City Council Projects & Initiatives Program	20,597	20,000	12,571	12,571
Infrastructure Fund	2,062,264	2,622,350	3,771,637	3,771,637
Separation Pay Fund	934,280	541,730	541,730	1,018,730
Public Access Channel Fund	165,961	152,800	171,416	171,416
Parking Management Fund	366,927	641,000	726,662	726,663
Lasker Pool Fund	250,000	276,000	258,395	258,395
Pension Reform Fund	0	2,292,000	2,296,582	2,296,582
D.E.A. Asset Forfeiture Fund	27,944	10,250	180,219	181,326
Police Special Revenue Fund	94,701	34,500	57,215	57,215
Police Quartermaster Fund	73,236	73,006	73,319	73,319
Alarm Permit Fund	81,070	70,210	73,192	73,192
Fire Special Revenue Fund	40,378	21,150	170,559	170,559
Municipal Court Building Security Fund	29,288	31,525	21,459	21,459
Municipal Court Technology Fund	38,622	40,800	28,557	28,557
Municipal Court Juvenile Services Fund	49,383	45,420	30,474	30,474
Recovery and Capital Reserve Fund	48,250	50,000	44,479	44,479
Technology Improvement Fund	1,491,600	110,000	112,897	112,897
Island Transit	4,718,204	4,711,000	4,643,554	4,643,554
Total	\$16,664,594	\$16,863,641	\$18,378,982	\$18,859,424

(1) Seawall Parking projections assume transition to Parks Board as of February, 2016.

SPECIAL REVENUE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate
Expenditures				
Rosenberg Library	\$2,478,140	\$2,681,900	\$2,681,900	\$2,698,029
Seawall Parking	879	907,142	0	0
Convention Center Surplus	3,443,621	5,596,395	4,461,182	4,461,182
Historical Buildings	267,515	794,575	102,309	102,309
City Council Projects & Initiatives Program	160,935	2,969,950	1,061,791	1,061,791
Infrastructure Fund	1,684,969	6,225,359	2,813,640	2,773,428
Separation Pay Fund	802,449	474,360	984,089	984,089
Public Access Channel Fund	155,077	706,293	42,108	42,108
Parking Management Fund	338,872	411,879	388,522	388,680
Lasker Pool Fund	0	526,000	112,760	112,760
Pension Reform Fund	0	2,292,000	32,828	32,828
D.E.A. Asset Forfeiture Fund	37,533	94,480	63,129	63,129
Police Special Revenue Fund	41,396	173,058	113,799	113,799
Police Quartermaster Fund	51,532	111,694	112,322	112,322
Alarm Permit Fund	106,047	214,422	123,558	123,558
Fire Special Revenue Fund	15,778	49,013	197,473	197,473
Municipal Court Building Security Fund	157,150	91,235	38,627	38,627
Municipal Court Technology Fund	39,291	112,096	20,000	20,000
Municipal Court Juvenile Services Fund	16,144	154,503	16,125	16,125
Recovery and Capital Reserve Fund	580,013	6,629,732	1,409,672	1,409,672
Technology Improvement Fund	0	1,601,600	636,406	636,406
Island Transit	4,645,624	4,707,010	4,673,045	4,673,045
Total	\$15,022,966	\$37,524,696	\$20,085,285	\$20,061,357
Ending Balances				
Rosenberg Library	\$0	\$0	\$14,698	\$0
Seawall Parking	1,056,744	149,602	1,138,618	1,138,618
Convention Center Surplus	3,373,395	0	1,066,318	1,067,221
Historical Buildings	623,784	44,209	752,965	752,965
City Council Projects & Initiatives Program	2,839,543	(110,407)	1,790,323	1,790,323
Infrastructure Fund	3,504,066	(98,943)	4,462,063	4,502,275
Separation Pay Fund	172,067	239,437	(270,292)	206,708
Public Access Channel Fund	564,458	10,965	693,767	693,767
Parking Management Fund	23,859	252,980	361,998	361,842
Lasker Pool Fund	250,000	0	395,635	395,635
Pension Reform Fund	0	0	2,263,755	2,263,755
D.E.A. Asset Forfeiture Fund	138,165	53,935	255,255	256,362
Police Special Revenue Fund	101,556	(37,002)	44,971	44,971
Police Quartermaster Fund	47,387	8,699	8,384	8,384
Alarm Permit Fund	119,635	(24,577)	69,268	69,268
Fire Special Revenue Fund	56,866	29,003	29,952	29,952
Municipal Court Building Security Fund	66,593	6,883	49,425	49,425
Municipal Court Technology Fund	70,627	(669)	79,184	79,184
Municipal Court Juvenile Services Fund	114,905	5,822	129,254	129,254
Recovery and Capital Reserve Fund	6,398,369	(181,363)	5,033,176	5,033,176
Technology Improvement Fund	1,491,600	0	968,091	968,091
Island Transit	112,403	116,393	82,911	82,911
Total	\$21,126,022	\$464,968	\$19,419,719	\$19,924,088

ROSENBERG LIBRARY
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0
Revenues					
Property Taxes	\$2,436,796	\$2,655,600	\$2,664,989	\$2,664,989	\$9,389
Property Taxes-Delinquent	41,343	26,300	31,609	33,040	6,740
Total Revenues	\$2,478,140	\$2,681,900	\$2,696,598	\$2,698,029	\$16,129
Expenditures					
Payments to Library	\$2,478,140	\$2,681,900	\$2,681,900	\$2,698,029	(\$16,129)
Total Expenditures	\$2,478,140	\$2,681,900	\$2,681,900	\$2,698,029	(\$16,129)
Revenues Over/(Under) Expenditures	\$0	\$0	\$14,698	\$0	\$0
Ending Fund Balance	\$0	\$0	\$14,698	\$0	\$0

NOTE:

SEAWALL PARKING
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$864,029	\$1,056,744	\$1,056,744	\$1,056,744	\$0
Revenues					
Transient Fees	\$188,875	\$0	\$77,998	\$77,998	\$77,998
Other Revenue	4,719	0	3,876	3,876	3,876
Total Revenues	\$193,594	\$0	\$81,874	\$81,874	\$81,874
Expenditures					
Contractual Charges - Park Board	\$760	\$0	\$0	\$0	\$0
Miscellaneous Expenses	119	0	0	0	0
Capital Reserve	0	907,142	0	0	907,142
Total Expenditures	\$879	\$907,142	\$0	\$0	\$907,142
Revenues Over/(Under) Expenditures	\$192,715	(\$907,142)	\$81,874	\$81,874	\$989,016
Ending Fund Balance	\$1,056,744	\$149,602	\$1,138,618	\$1,138,618	\$989,016

NOTE:

By contract, The Park Board collects all Seawall parking revenue, incurs the expense of operating the parking system, and provides the City income net of expenditures. The City maintains this net income in this fund and has it reserved until significant projects to improve the Seawall are identified.

CONVENTION CENTER SURPLUS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$3,566,284	\$3,373,395	\$3,373,395	\$3,373,395	\$0
Revenues					
Convention Center Surplus	\$3,250,731	\$2,223,000	\$2,154,105	\$2,155,008 (1)	(\$67,992)
Total Revenues	\$3,250,731	\$2,223,000	\$2,154,105	\$2,155,008	(\$67,992)
Expenditures					
Special Events (City)					
Special Events General Fund	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Summer Band Concert	0	29,117	29,117	29,117	0
Mardi Gras	160,128	160,000	251,661	251,661 (2)	(91,661)
Subtotal Special Events (City)	210,128	239,117	330,778	330,778	(91,661)
Seawall and Related Activities (City)					
Seawall Parking Enforcement	18,822	190,000	0	0	190,000
Restrooms (Operations & Maintenance)	22,958	60,000	4,500	4,500	55,500
Economic Study	0	9,000	8,677	8,677	323
Bank Fees	4,111	4,200	0	0	4,200
Subtotal Seawall (City)	45,892	263,200	13,177	13,177	250,023
Park Board					
East End Lagoon	75,000	75,000	75,000	75,000	0
Downtown Advertising	40,000	0	0	0	0
Seawall Litter Detail	100,000	100,000	100,000	100,000	0
West End Beach Access Cans	300,000	300,000	300,000	300,000	0
Subtotal Park Board	515,000	475,000	475,000	475,000	0
Island Transit					
Seawall Transportation Route	0	200,000	200,000	200,000	0
Transportation Study	0	167,000	54,120	54,120 (3)	112,880
Seawall Boulevard Improvements Phase II	466,000	0	0	0	0
Trolley System Track Repair Project	240,221	237,600	237,600	237,600	0
Trolley Car Buses	0	641,868	810,386	810,386 (4)	(168,518)
Trolley Rail Car Restoration Project	0	1,978,277	1,978,277	1,978,277 (5)	0
Trolley Maintenance Building	0	161,844	161,844	161,844 (5)	0
Trolley Project Management & Design	0	0	0	0 (5)	0
Trolley System Reserve	0	200,000	200,000	200,000	0
Subtotal Island Transit	706,221	3,586,589	3,642,227	3,642,227	(55,638)
Historic Preservation/Promotion Activities					
Historic Broadway Median Replanting Project	1,966,380	0	0	0	0
Historic Broadway Lighting Improvements	0	500,000	0	0	500,000
Historic City Hall Remodeling	0	500,000	0	0	500,000
Subtotal Historic Preservation	1,966,380	1,000,000	0	0	1,000,000
Capital Reserve	0	32,489	0	0	32,489
Total Expenditures	\$3,443,621	\$5,596,395	\$4,461,182	\$4,461,182 (6)	\$1,135,214
Revenues Over/(Under) Expenditures	(\$192,890)	(\$3,373,395)	(\$2,307,076)	(\$2,306,174)	\$1,067,222
Ending Fund Balance	\$3,373,395	\$0	\$1,066,318	\$1,067,221 (6)	\$1,135,214

NOTE:

- (1) *Hotel Occupancy Tax revenue is being accounted for on an accrual basis. Amount received by the City was net of the City's share of Convention Center capital work in the amount of \$323,000 that caused the City's share to fall short of Budget. (See next page.)*
- (2) Final cost of 2016 Mardi Gras net of \$163,587 revenue received including organizer reimbursement of \$100,000.
- (3) The Seawall Transportation was approved by City Council August 11, 2016.
- (4) Actual Cost of Trolley Car Buses purchased in September 2017.
- (5) Trolley restoration project now totals \$7,792,597, with funding coming from FEMA (\$2,172,399), FTA Grant (\$1,960,000), Insurance (\$232,032), and local match from the Convention Center Surplus Fund (\$3,428,156). See appendix for detail.
- (6) Convention Center Surplus Fund Budget was increased via amendment to incorporate larger beginning balance caused by one-time change to accrual accounting. The ending fund balance indicates an anticipated increase in Hotel Occupancy revenue for the fiscal year.

**TROLLEY PROJECT BUDGET
INCEPTION TO DATE COSTS AND FUNDING SOURCES
NOVEMBER 2017**

Trolley System Project Costs	Total Costs (December 2016)	FTA Grant (1)	FEMA Grant (1)	Convention Center Surplus Fund (2)	Insurance (1)	Total Resources
Track Construction						
Track Construction Contract Award	\$1,982,033	\$1,848,850	\$0	\$133,183		\$1,982,033
Construction Contingency (3.1%)	\$61,867			\$61,867		\$61,867
Testing	\$20,000			\$20,000		\$20,000
Inspection	\$25,000			\$25,000		\$25,000
Track Construction Subtotal (3)	\$2,088,900	\$1,848,850	\$0	\$240,050	\$0	\$2,088,900
Track Cleaning						
In house Repair and Cleaning (3)	\$36,150	\$36,150	\$0	\$0	\$0	\$36,150
Maintenance Building						
Maint Bldg Repair	\$172,140		\$4,252	\$103,846	\$64,042	\$172,140
Maint Bldg Mitigation	\$489,630		\$440,667	\$48,963		\$489,630
Maintenance Building (4)	\$661,770	\$0	\$444,919	\$152,809	\$64,042	\$661,770
Design and Project Management - The Goodman Corporation						
Charges to Date (JUL 2017)	\$192,350	\$75,000		\$202,200		\$277,200
Remaining Charges	\$120,250			\$35,400		\$35,400
Design For Maint Bldg Repair	\$21,434		\$19,291	\$2,143		\$21,434
Design For Maint Bldg Mitigation	\$68,918		\$62,026	\$6,892		\$68,918
Design and Project Management - TGC Subtotal (5)	\$402,952	\$75,000	\$81,317	\$246,635	\$0	\$402,952
Trolley Vehicles						
Trolley Rail Car Restoration (6)	\$3,792,440		\$1,646,163	\$1,978,277	\$168,000	\$3,792,440
Trolley Bus Purchase (7)	\$641,868			\$810,385		\$810,385
Trolley Vehicles Subtotal	\$4,434,308	\$0	\$1,646,163	\$2,788,662	\$168,000	\$4,602,825
TROLLEY PROJECT TOTALS	\$7,624,080	\$1,960,000	\$2,172,399	\$3,428,156	\$232,042	\$7,792,597

NOTES:

- (1) FTA Grant, FEMA Grant and Insurance are fixed amounts. If total costs are more or less in any given phase, the Convention Center Surplus Fund can either realize savings or cover the overrun.
- (2) Convention Center Surplus Fund is HOT funds are all other costs have been paid from HOT and the remainder is split between the City and the Convention Center operator, Landry's corporation.
- (3) Track project is 95% complete.
- (4) Construction initiation projected for late 2017 or early 2018.
- (5) The Goodman Corporation also received reimbursement from the City for general consulting that is not charged to specific projects. In FY 2016, this amounted to \$423,229.
- (6) Trolley rail car bids are coming in significantly over budget. The amount shown is for three cars. This utilizes all but approximately \$1.2 million in HOT funds available through the Convention Center Surplus Fund.
- (7) Trolley buses can be placed in service as soon as they arrive. This is expected to be by March, 2017.

COMMENTS

- The trolley system projects have too many moving parts to just focus on one phase or one funding source. The summary provided above addresses the need to view the entirety of the project from 50,000 feet.
- The costs shown will continue to move around, and the fixed funding amounts from FTA, FEMA and insurance mean we will have to continue to use Convention Center Surplus Funds to make up for any shortfalls in the overall project.
- The trolley buses are a recent addition to the overall plan, but funds are available that were not previously budgeted. Thanks to a change in accounting for HOT revenue from a cash to an accrual basis, the "trickle down" fund will have an addition \$1 million in its beginning fund balance for FY 2017. We will have to reflect this in a first quarter budget amendment but we should be fine to assume these funds are available for support of the trolley buses that are agenda item 11B on the December 15 agenda.

HISTORICAL BUILDINGS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$641,873	\$623,784	\$623,784	\$623,784	\$0
Revenues					
HOT-Transfer In	\$249,427	\$215,000	\$231,490	\$231,490	\$16,490
Total Revenues	\$249,427	\$215,000	\$231,490	\$231,490	\$16,490
Expenditures					
City Hall	\$136,218	\$794,575	\$102,309	\$102,309	\$692,266
Texas Hero's Monument	131,298	0	0	0	0
Total Expenditures	\$267,515	\$794,575	\$102,309	\$102,309	\$692,266
Revenues Over/(Under) Expenditures	(\$18,089)	(\$579,575)	\$129,181	\$129,181	\$708,756
Ending Fund Balance	\$623,784	\$44,209	\$752,965	\$752,965	\$708,756

CITY COUNCIL PROJECTS & INITIATIVES PROGRAM FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$2,979,882	\$2,839,543	\$2,839,543	\$2,839,543	\$0
Revenues					
Operating Transfer in	\$0	\$0	\$0	\$0	\$0
Other Revenue	20,597	20,000	12,571	12,571	(7,429)
Total Revenues	\$20,597	\$20,000	\$12,571	\$12,571	(\$7,429)
Expenditures					
Capital Improvements	\$160,408	\$2,969,125	\$1,061,791	\$1,061,791 (1)	\$1,907,334
Bank Fees	527	825	0	0	825
Total Expenditures	\$160,935	\$2,969,950	\$1,061,791	\$1,061,791	\$1,908,159
Revenues Over/(Under) Expenditures	(\$140,338)	(\$2,949,950)	(\$1,049,220)	(\$1,049,220)	\$1,900,730
Ending Fund Balance	\$2,839,543	(\$110,407)	\$1,790,323	\$1,790,323	\$1,900,730

NOTE:

(1) Project lists approved by City Council with plans and specifications being prepared by city staff.

INFRASTRUCTURE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$3,126,772	\$3,504,066	\$3,504,066	\$3,504,066	\$0
Revenues					
Operating Transfer in-General Fund	\$2,029,897	\$2,604,850	\$2,604,850	\$2,604,850	\$0
Other Funding Sources	0	0	1,149,828	1,149,828 (1)	1,149,828
Other Revenue	32,367	17,500	16,959	16,959	(541)
Total Revenues	\$2,062,264	\$2,622,350	\$3,771,637	\$3,771,637	\$1,149,287
Expenditures					
Capital Improvement	\$1,133,251	\$4,343,794	\$2,596,900	\$2,484,900 (2)	\$1,858,894
Engineering Services	171,074	1,148,778	246,405	246,405	902,373
Vehicle Capital Outlay	258,098	(74,923)	(74,923)	(74,923)	0
Land Acquisition	0	2,000	0	0	2,000
Project Management Cost	121,679	53,685	45,258	117,046 (3)	(63,361)
Contingency	0	57,160	0	0	57,160
Bank Fees	868	1,000	0	0	1,000
Capital Reserve	0	693,865	0	0 (4)	693,865
Total Expenditures	\$1,684,969	\$6,225,359	\$2,813,640	\$2,773,428 (5)	\$3,451,932
Revenues Over/(Under) Expenditures	\$377,294	(\$3,603,009)	\$957,997	\$998,209	\$4,601,218
Ending Fund Balance	\$3,504,066	(\$98,943)	\$4,462,063	\$4,502,275	\$4,601,218

NOTE:

- (1) The year end budget amendment will recognize revenue from TIRZ 14 for repairs to Travel Air Bridge and 83rd Street Drainage and Roadway.
- (2) Includes cost associated with work being done by In-house crews.
- (3) Cost includes inhouse management of streets and drainage capital projects just like every other funding source.
- (4) A budget amendment is needed to recognize funding required to repair Travel Air Bridge and 83rd Street Drainage and Roadway.
- (5) See Cash Reconciliation for this fund in the appendix that shows project detail.

SEPARATION PAY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$40,236	\$172,067	\$172,067	\$172,067	\$0
Revenues					
Operating Transfer In					
General Fund	\$788,000	\$416,160	\$416,160	\$893,160	\$477,000
Waterworks Fund	22,440	22,440	22,440	22,440	0
Sewer System Fund	53,800	40,800	40,800	40,800	0
Sanitation Fund	46,200	35,700	35,700	35,700	0
Drainage Fund	17,210	20,000	20,000	20,000	0
Airport Fund	6,630	6,630	6,630	6,630	0
Total Revenues	\$934,280	\$541,730	\$541,730	\$1,018,730 (1)	\$477,000
Expenditures					
General Fund	\$728,492	\$416,160	\$895,323	\$895,323 (2)	(\$479,163)
Waterworks Fund	4,236	11,000	9,949	9,949	1,051
Sewer System Fund	32,882	20,000	41,318	41,318	(21,318)
Sanitation Fund	25,414	15,000	29,112	29,112	(14,112)
Drainage Fund	11,425	10,700	8,388	8,388	2,312
Airport Fund	0	1,500	0	0	1,500
Total Expenditures	\$802,449	\$474,360	\$984,089	\$984,089	(\$509,729)
Revenues Over/(Under) Expenditures	\$131,831	\$67,370	(\$442,359)	\$34,641	(\$32,729)
Ending Fund Balance	\$172,067	\$239,437	(\$270,292)	\$206,708	(\$32,729)

NOTE:

- Separation Pay for internal Service Fund and Island Transit Fund not charged here but charged directly to those funds. Island Transit involved grant funds
- (1) while Internal Service Fund expenditures are charged back to all departments.
 - (2) A budget amendment will be needed to address shortage from the General Fund.

PUBLIC ACCESS CHANNEL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$553,574	\$564,458	\$564,458	\$564,458	\$0
Revenues					
P.E.G. Fees	\$162,142	\$150,000	\$168,730	\$168,730	\$18,730
Interest Earned	3,820	2,800	2,686	2,686	(114)
Total Revenues	\$165,961	\$152,800	\$171,416	\$171,416	\$18,616
Expenditures					
Capital Outlay	\$154,980	\$696,223	\$32,290	\$32,290	\$663,933
Other Expenditures	97	10,070	9,818	9,818	252
Total Expenditures	\$155,077	\$706,293	\$42,108	\$42,108	\$664,185
Revenues Over/(Under) Expenditures	\$10,884	(\$553,493)	\$129,309	\$129,309	\$682,802
Ending Fund Balance	\$564,458	\$10,965	\$693,767	\$693,767	\$682,802

PARKING MANAGEMENT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$6,115	\$23,859	\$23,859	\$23,859	\$0
Revenues					
Parking Meter Fees	\$366,426 (1)	\$640,000	\$725,691	\$725,691	\$85,691
Other Revenues	501	1,000	971	972	(28)
Total Revenues	\$366,927	\$641,000	\$726,662	\$726,663	\$85,663
Expenditures					
Personnel Services	\$136,434	\$214,745	\$197,564	\$197,564 (2)	\$17,181
Supplies	5,156	17,900	3,589	3,589	14,311
Services and Charges	48,630	179,234	172,371	172,528	6,706
Capital Outlay	148,624	0	14,999	14,999 (3)	(14,999)
Other Expenditures	29	0	0	0	0
Total Expenditures	\$338,872	\$411,879	\$388,522	\$388,680	\$23,199
Revenues Over/(Under) Expenditures	\$28,055	\$229,121	\$338,139	\$337,983	\$108,862
Prior Year Adjustment	(\$10,311)	\$0	\$0	\$0	\$0
Ending Fund Balance	\$23,859	\$252,980	\$361,998	\$361,842	\$108,862

NOTE:

(1) Meters installed and revenue began to be collected in April 2016.

(2) Underruns in Parking Management included vacancies for the first quarter of FY 2017, software licenses

(3) Thirty Barriers were purchased to harden downtown security during special events. This will be addressed in a future budget adjustment.

LASKER POOL FUND

Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$0	\$250,000	\$250,000	\$250,000	\$0
Revenues					
Transfer from IDC	\$250,000	\$250,000	\$250,000	\$250,000	\$0
Pool Fees	0	25,000	6,150	6,150	(18,850)
Concession Revenue	0	0	1,195	1,195	1,195
Interested Earned	0	1,000	1,050	1,050	50
Total Revenues	\$250,000	\$276,000	\$258,395	\$258,395	(\$17,605)
Expenditures					
Personnel Services	\$0	\$182,897	\$55,572	\$55,572	\$127,325
Supplies	0	131,000	43,536	43,536	87,464
Services and Charges	0	46,566	13,652	13,652	32,914
Capital Outlay	0	165,537	0	0	165,537
Total Expenditures	\$0	\$526,000	\$112,760	\$112,760 (1)	\$413,240
Revenues Over/(Under) Expenditures	\$250,000	(\$250,000)	\$145,635	\$145,635	\$395,635
Ending Fund Balance	\$250,000	\$0	\$395,635	\$395,635	\$395,635

NOTE:

(1) Lasker Pool is scheduled to be completed in June 2017.

PENSION REFORM FUND

Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0
Revenues					
Transfer from General Fund	\$0	\$2,292,000	\$2,292,000	\$2,292,000	\$0
Interested Earned	0	0	4,582	4,582	4,582
Total Revenues	\$0	\$2,292,000	\$2,296,582	\$2,296,582	\$4,582
Expenditures					
Consultant Services	\$0	\$2,292,000	\$32,828	\$32,828 (1)	\$2,259,173
Total Expenditures	\$0	\$2,292,000	\$32,828	\$32,828	\$2,259,173
Revenues Over/(Under) Expenditures	\$0	\$0	\$2,263,755	\$2,263,755	\$2,263,755
Ending Fund Balance	\$0	\$0	\$2,263,755	\$2,263,755	\$2,263,755

NOTE:

(1) Actuarial services related to the freezing of the Employees Retirement Plan for current plan members and retirees.

D.E.A. ASSET FORFEITURE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$147,754	\$138,165	\$138,165	\$138,165	\$0
Revenues					
Drug Enforcement Agency	\$27,307	\$10,000	\$179,246	\$179,246	\$169,246
Interest Earned	637	250	973	973	723
Other Revenue	0	0	0	1,107	1,107
Total Revenues	\$27,944	\$10,250	\$180,219	\$181,326	\$171,076
Expenditures					
Police Equipment	\$1,349	\$28,897	\$20,725	\$20,725	\$8,172
Computer Software	18,692	35,132	11,953	11,953	23,179
Police Training	17,491	8,266	8,267	8,267	(1)
Operating Transfer Out	0	22,185	22,184	22,184	1
Total Expenditures	\$37,533	\$94,480	\$63,129	\$63,129	\$31,351
Revenues Over/(Under) Expenditures	(\$9,589)	(\$84,230)	\$117,089	\$118,197	\$202,427
Ending Fund Balance	\$138,165	\$53,935	\$255,255	\$256,362	\$202,427

POLICE SPECIAL REVENUE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$48,250	\$101,556	\$101,556	\$101,556	\$0
Revenues					
Galveston County District Attorney	\$79,973	\$20,000	\$36,104	\$36,104	\$16,104
Texas Department of Public Safety	9,548	9,500	9,202	9,202	(298)
Towed/Abandoned Vehicles	4,675	5,000	11,465	11,465	6,465
Interest Earned	504	0	444	444	444
Total Revenues	\$94,701	\$34,500	\$57,215	\$57,215	\$22,715
Expenditures					
Police Equipment	\$18,300	\$115,018	\$42,973	\$42,973	\$72,045
Police Training	14,648	48,000	49,431	49,431	(1,431)
Transfer to Narcotics' Petty Cash	8,436	10,000	21,395	21,395	(11,395)
Investment Fees	13	40	0	0	40
Capital Reserve	0	0	0	0	0
Total Expenditures	\$41,396	\$173,058	\$113,799	\$113,799	\$59,259
Revenues Over/(Under) Expenditures	\$53,305	(\$138,558)	(\$56,584)	(\$56,584)	\$81,974
Ending Fund Balance	\$101,556	(\$37,002)	\$44,971	\$44,971	\$81,974

POLICE QUARTERMASTER FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$25,684	\$47,387	\$47,387	\$47,387	\$0
Revenues					
Operating transfers in	\$73,000	\$73,000	\$73,000	\$73,000	\$0
Interest Earned	236	6	319	319	313
Total Revenues	\$73,236	\$73,006	\$73,319	\$73,319	\$313
Expenditures					
Police Clothing	\$51,532	\$74,567	\$75,197	\$75,197	(\$630)
Investment Fees	0	2	0	0	2
Matching funds for Ballistic Vest grant	0	37,125	37,125	37,125	0
Capital Reserve	0	0	0	0	0
Total Expenditures	\$51,532	\$111,694	\$112,322	\$112,322	(\$628)
Revenues Over/(Under) Expenditures	\$21,703	(\$38,688)	(\$39,003)	(\$39,003)	(\$315)
Ending Fund Balance	\$47,387	\$8,699	\$8,384	\$8,384	(\$315)

ALARM PERMIT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$144,612	\$119,635	\$119,635	\$119,635	\$0
Revenues					
Alarm Permit Fees	\$80,328	\$70,000	\$72,640	\$72,640	\$2,640
Interest Earned	742	210	552	552	342
Total Revenues	\$81,070	\$70,210	\$73,192	\$73,192	\$2,982
Expenditures					
Administrative Services Manager	\$45,847	\$48,437	\$50,097	\$50,097	(\$1,660)
Police salary reimbursements	50,000	16,000	16,000	16,000	0
Supplies and materials	5,590	39,000	35,213	35,213	3,787
Contractual services	4,585	11,000	7,248	7,248	3,752
Miscellaneous	25	0	0	0	0
Investment Fees	0	85	0	0	85
Transfer to Technology Fund	0	15,000	15,000	15,000	0
Capital Reserve	0	84,900	0	0	84,900
Total Expenditures	\$106,047	\$214,422	\$123,558	\$123,558	\$90,864
Revenues Over/(Under) Expenditures	(\$24,977)	(\$144,212)	(\$50,366)	(\$50,366)	\$93,846
Ending Fund Balance	\$119,635	(\$24,577)	\$69,268	\$69,268	\$93,846

FIRE SPECIAL REVENUE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$32,267	\$56,866	\$56,866	\$56,866	\$0
Revenues					
Galveston County FFA	\$42,500	\$20,000	\$22,500	\$22,500	\$2,500
Donations	(3,300)	0	0	0	0
LEOSE training funds	910	900	919	919	19
Operating Transfer In	0	0	146,608	146,608 (1)	146,608
Interest Earned	267	250	532	532	282
Total Revenues	\$40,378	\$21,150	\$170,559	\$170,559	\$149,409
Expenditures					
Fire equipment	\$13,359	\$48,113	\$197,369	\$197,369 (2)	(\$149,256)
Fire training	2,419	900	104	104	796
Investment Fees	0	0	0	0	0
Total Expenditures	\$15,778	\$49,013	\$197,473	\$197,473	(\$148,460)
Revenues Over/(Under) Expenditures	\$24,599	(\$27,863)	(\$26,914)	(\$26,914)	\$949
Ending Fund Balance	\$56,866	\$29,003	\$29,952	\$29,952	\$949

NOTE:

(1) Insurance proceeds from Fire Station #4.

(2) Purchase of air packs for the Fire Department. This will be addressed with a future Budget Amendment.

MUNICIPAL COURT BUILDING SECURITY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$194,455	\$66,593	\$66,593	\$66,593	\$0
Revenues					
Fines and Forfeitures	\$28,728	\$31,000	\$21,187	\$21,187	(\$9,813)
Interest Earned	560	525	272	272	(253)
Total Revenues	\$29,288	\$31,525	\$21,459	\$21,459	(\$10,066)
Expenditures					
Warrant Officers/Bailiff	\$151,693	\$84,555	\$31,675	\$31,675 (1)	\$52,880
Security service	3,863	5,000	4,966	4,966	34
Clothing	869	1,410	1,260	1,260	150
Communications	726	270	726	726	(456)
Total Expenditures	\$157,150	\$91,235	\$38,627	\$38,627	\$52,608
Revenues Over/(Under) Expenditures	(\$127,862)	(\$59,710)	(\$17,168)	(\$17,168)	\$42,542
Ending Fund Balance	\$66,593	\$6,883	\$49,425	\$49,425	\$42,542

NOTE:

(1) The General Fund will have to fund the Warrant Officer to maintain a positive fund balance in the Municipal Court Security Fund.

MUNICIPAL COURT TECHNOLOGY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$71,296	\$70,627	\$70,627	\$70,627	\$0
Revenues					
Court Technology fee	\$38,305	\$40,500	\$28,251	\$28,251	(\$12,249)
Interest Earned	317	300	307	307	7
Total Revenues	\$38,622	\$40,800	\$28,557	\$28,557	(\$12,243)
Expenditures					
Maintenance contracts	\$39,291	\$0	\$0	\$0	\$0
Investment Fees	0	0	0	0	0
Transfer to Technology Fund	0	20,000	20,000	20,000	0
Capital Reserve	0	92,096	0	0	92,096
Total Expenditures	\$39,291	\$112,096	\$20,000	\$20,000	\$92,096
Revenues Over/(Under) Expenditures	(\$670)	(\$71,296)	\$8,557	\$8,557	\$79,853
Ending Fund Balance	\$70,627	(\$669)	\$79,184	\$79,184	\$79,853

MUNICIPAL COURT JUVENILE SERVICES FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$81,666	\$114,905	\$114,905	\$114,905	\$0
Revenues					
Juvenile Case Manager fee	\$48,868	\$45,000	\$29,877	\$29,877	(\$15,123)
Interest Earned	514	420	597	597	177
Total Revenues	\$49,383	\$45,420	\$30,474	\$30,474	(\$14,946)
Expenditures					
Salary Reimbursements	\$16,144	\$20,000	\$16,125	\$16,125	\$3,875
Printed Materials	0	4,500	0	0	4,500
Investment Fees	0	0	0	0	0
Capital Reserve	0	130,003	0	0	130,003
Total Expenditures	\$16,144	\$154,503	\$16,125	\$16,125	\$138,378
Revenues Over/(Under) Expenditures	\$33,239	(\$109,083)	\$14,349	\$14,349	\$123,432
Ending Fund Balance	\$114,905	\$5,822	\$129,254	\$129,254	\$123,432

RECOVERY AND CAPITAL RESERVE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$6,930,132	\$6,398,369	\$6,398,369	\$6,398,369	\$0
Revenues					
Legal claims/settlements	\$2,000	\$0	\$0	\$0	\$0
Insurance Proceeds	0	0	18,804	18,804	18,804
Operating transfer in	0	0	0	0	0
Interest earned	46,250	50,000	25,674	25,674	(24,326)
Total Revenues	\$48,250	\$50,000	\$44,479	\$44,479	(\$5,521)
Expenditures					
Litigation expenses	\$514,411	\$500,000	\$205,779	\$205,779	\$294,221
Consultant services	64,409	0	31,707	31,707	(31,707)
City Hall Roof Replacement	0	660,000	544,553	544,553	115,447
Insurance - Transfer Out	0	642,700	642,321	642,321	379
Investment fees	1,193	400	0	0	400
Capital Reserve	0	4,826,632	(14,688)	(14,688)	4,841,320
Total Expenditures	\$580,013	\$6,629,732	\$1,409,672	\$1,409,672	\$5,220,060
Revenues Over/(Under) Expenditures	(\$531,764)	(\$6,579,732)	(\$1,365,193)	(\$1,365,193)	\$5,214,539
Ending Fund Balance	\$6,398,369	(\$181,363)	\$5,033,176	\$5,033,176	\$5,214,539

TECHNOLOGY IMPROVEMENT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$0	\$1,491,600	\$1,491,600	\$1,491,600	\$0
Revenues					
General Fund	\$758,600	\$0	\$0	\$0	\$0
Waterworks Fund	216,500	0	0	0	0
Sewer System Fund	216,500	0	0	0	0
Drainage Fund	0	75,000	75,000	75,000	0
Infrastructure Fund	300,000	0	0	0	0
Alarm Permit Fund	0	15,000	15,000	15,000	0
Municipal Court Technology Fund	0	20,000	20,000	20,000	0
Interest Earned	0	0	2,897	2,897	(2,897)
Total Revenues	\$1,491,600	\$110,000	\$112,897	\$112,897	(\$2,897)
Expenditures					
Technology Projects:					
Accela Software Upgrade	\$0	\$317,600	\$0	\$0	\$317,600
Public Works work order system	0	432,000	325,599	325,599	106,401
Strategic Plan & Technology Assessment	0	175,000	0	0	175,000
Drainage Fee billing project	0	75,000	0	0	75,000
Fixed Assets - Phase II	0	150,000	0	0	150,000
False Alarm Permitting software	0	15,000	0	0	15,000
Utility System upgrade	0	50,000	0	0	50,000
Technology Infrastructure Expansion	0	0	310,807	310,807	(310,807)
Electronic Document Management Implementation	0	387,000	0	0	387,000
Total Expenditures	\$0	\$1,601,600	\$636,406	\$636,406	\$965,194
Revenues Over/(Under) Expenditures	\$1,491,600	(\$1,491,600)	(\$523,509)	(\$523,509)	\$962,297
Ending Fund Balance	\$1,491,600	\$0	\$968,091	\$968,091	\$962,297

ISLAND TRANSIT
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$39,823	\$112,403	\$112,403	\$112,403	\$0
Revenues					
FTA-Operating Grant	\$630,639	\$810,000	\$852,000	\$852,000	\$42,000
FTA-Job Access Grant	75,068	0	0	0	0
Gulf Coast Center Supplement	186,966	0	0	0	0
Victory Lakes Park and Ride	739,950	726,000	722,959	722,959 (1)	(3,041)
State DOT Grants	665,547	877,000	876,999	876,999	(1)
D & R Preventive Maintenance	58,321	58,000	20,000	20,000	(38,000)
HGAC Preventive Maintenance	500,000	500,000	500,000	500,000	0
Fare Box Revenue	266,449	280,000	253,540	253,540	(26,460)
UTMB Shuttles	160,000	160,000	160,000	160,000	(0)
UTMB Performance Evaluation	62,500	80,000	5,000	5,000	(75,000)
Port Cruise Shuttles	173,837	150,000	183,055	183,055	33,055
Sale of Equipment	3,813	0	0	0	0
Other Revenue	114	0	0	0	0
HOT Transfer In	0	200,000	200,000	200,000	0
General Fund	1,195,000	870,000	870,000	870,000 (2)	0
Total Revenues	\$4,718,204	\$4,711,000	\$4,643,554	\$4,643,554	(\$67,446)
Expenditures					
Administration	\$793,946	\$590,083	\$576,795	\$576,795	\$13,289
Transit System	2,580,133	2,494,922	2,571,148	2,571,148 (3)	(76,227)
FTA Maintenance	1,271,546	1,422,005	1,350,758	1,350,758 (4)	71,247
Seawall Transportation Route	0	200,000	174,345	174,345	25,655
Total Expenditures	\$4,645,624	\$4,707,010	\$4,673,045	\$4,673,045	\$33,965
Revenues Over/(Under) Expenditures	\$72,580	\$3,990	(\$29,492)	(\$29,492)	(\$33,482)
Ending Fund Balance	\$112,403	\$116,393	\$82,911	\$82,911	(\$33,482)

NOTE:

(1) Revenue is estimated to run under budget based on collections through the second quarter.

Estimated overage is from an increase in overtime and garage charges. This is being funded with additional General Fund monies that will be included in a future budget amendment.

(3) Estimated overruns in the Transit System include Overtime (\$101,000), fuel and lubricants (\$14,000) and garage charges (\$63,000).

(4) Estimated overruns in the FTA Maintenance include Overtime (\$11,000) and vehicle repairs (\$35,000).

DEBT SERVICE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017- September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	2,657,992	\$1,518,471	\$1,518,471	\$1,518,471	\$0
Revenues					
Property taxes - current	\$2,193,117	\$1,848,500	\$1,865,436	\$1,865,436	\$16,936
Property taxes - delinquent	37,209	40,000	30,626	30,626	(9,374)
Hotel occupancy tax	1,752,357	1,771,414	1,767,614	1,767,614	(3,800)
Interest earnings	29,790	45,000	25,623	25,623	(19,377)
Waterworks - transfer in	1,046,693	1,122,864	697,274	0	(1,122,864)
Sewer System - transfer in	935,546	1,091,021	665,430	0	(1,091,021)
Central Service - transfer in	75,893	233,049	117,548	233,049	0
Infrastructure/Debt - transfer in	0	846,000	0	0	(846,000)
Galveston Wharves	2,965,400	2,969,700	2,968,200	2,968,200	(1,500)
Total Revenues	\$9,036,005	\$9,967,548	\$8,137,753	\$6,890,550	(\$3,076,998)
Expenditures					
Principal retirement					\$0
Tax Supported	1,296,200	1,331,070	1,331,070	1,331,070	0
Waterworks	810,200	752,715	752,715	0	(1) 752,715
Sewer System	777,400	725,515	725,515	0	(1) 725,515
Central Service	106,200	110,700	110,700	110,700	0
Hotel Occupancy	810,000	865,000	865,000	865,000	0
Galveston Wharves	2,720,000	2,820,000	2,820,000	2,820,000	0
Subtotal	6,520,000	6,605,000	6,605,000	5,126,770	1,478,230
Interest payment					
Tax Supported	493,394	423,335	492,345	423,335	0
Waterworks	159,522	370,149	370,149	0	(1) 370,149
Sewer System	158,146	365,506	365,506	0	(1) 365,506
Central Service	46,666	122,349	53,338	122,349	0
Hotel Occupancy	935,013	902,614	902,614	902,614	0
Galveston Wharves	245,400	148,200	148,200	148,200	0
Subtotal	2,038,141	2,332,153	2,332,152	1,596,498	735,655
Fiscal agent fees	18,311	18,150	6,753	6,753	11,397
New Debt	0	846,000	0	0	(2) 846,000
Investment fees	1,004	1,400	0	0	1,400
Defeasance of 2005 bond	1,598,071	0	0	0	0
Total Expenditures	\$10,175,526	\$9,802,703	\$8,943,905	\$6,730,021	\$3,072,682
Revenues Over/(Under) Expenditures	(\$1,139,521)	\$164,845	(\$806,151)	\$160,529	(\$4,316)
Ending Fund Balance	\$1,518,471	\$1,683,316	\$712,319	\$1,678,999	(\$4,316)

NOTES:

- (1) Reflects January 2017 sale of Tax and Revenue Certificates of Obligation for Water and Sewer projects that were to be paid through the Debt Service fund when the FY 2017 Budget was formulated. Since that time, the methodology has changed. In accordance with Generally Accepted Accounting Principles (GAAP), the Water and Sewer bonds will be paid from the operating funds, respectively.
- (2) Voter approved Bond Election held May 2017 to issue new GO debt. No scheduled payments in FY 2017 debt service for these bonds.

ENTERPRISE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate
Beginning Fund Balance				
Waterworks Fund	\$6,012,911	\$7,358,784	\$7,358,784	\$7,358,784
Sewer System Fund	7,299,738	6,233,466	6,233,466	6,233,466
Sanitation Fund	3,092,520	2,725,646	2,725,646	2,725,646
Drainage Utility Fund	1,867,281	864,608	864,608	864,608
Scholes Airport Fund	1,283,719	1,324,650	1,324,650	1,324,650
Total	\$19,556,169	\$18,507,154	\$18,507,154	\$18,507,154
Revenues				
Waterworks Fund	\$21,610,968	\$21,298,353	\$21,473,413	\$21,384,829
Sewer System Fund	16,326,098	14,955,107	15,036,518	15,134,924
Sanitation Fund	5,611,048	6,076,867	6,161,838	6,161,838
Drainage Utility Fund	2,472,367	2,895,680	2,790,398	2,790,398
Scholes Airport Fund	1,202,488	1,975,428	2,444,437	2,612,336
Total	\$47,222,968	\$47,201,435	\$47,906,605	\$48,084,325
Expenditures				
Waterworks Fund	\$20,265,095	\$23,263,937	\$23,407,460	\$22,668,091
Sewer System Fund	17,392,369	15,321,152	13,201,508	13,087,524
Sanitation Fund	5,977,922	6,076,867	5,880,374	5,893,151
Drainage Utility Fund	3,475,040	2,895,680	2,584,379	2,574,083
Scholes Airport Fund	1,161,556	1,724,544	2,118,905	2,393,749
Total	\$48,271,983	\$49,282,180	\$47,192,626	\$46,616,597
Fund Balance Adjustments/Appropriation of Fund Balance				
Waterworks Fund	\$0	(\$1,965,584)	\$0	(\$1,283,262)
Sewer System Fund	0	(366,045)	0	2,047,400
Sanitation Fund	0	0	0	0
Drainage Utility Fund	0	0	0	0
Scholes Airport Fund	0	0	0	0
Total	(1)	\$0	\$0	\$764,138
Ending Fund Balances				
Waterworks Fund	\$7,358,784	\$5,393,200	\$5,424,737	\$6,075,522
Sewer System Fund	6,233,466	5,867,421	8,068,477	8,280,866
Sanitation Fund	2,725,646	2,725,646	3,007,110	2,994,333
Drainage Utility Fund	864,608	864,608	1,070,626	1,080,923
Scholes Airport Fund	1,324,650	1,575,534	1,650,182	1,543,238
Total	\$18,507,154	\$16,426,409	\$19,221,133	\$19,974,883

NOTE:

- (1) As a result of closeout work being performed for FY2016 certain prior year adjustments have been identified that affect the Water, Sewer, Drainage and Sanitation Enterprise Funds, reducing their beginning FY2017 Fund balances.

WATERWORKS FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year				
		FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	\$6,012,911	\$7,358,784	\$7,358,784	\$7,358,784	\$0
Revenues						
Metered Customers		\$20,075,594	\$20,641,893	\$20,809,715	\$20,721,131	(2) \$79,238
Service Connections		379,687	366,000	341,383	341,383	(3) (24,617)
Interest Earned		29,088	48,000	26,579	26,579	(21,421)
Penalties on Account		206,949	180,000	204,176	204,176	(4) 24,176
Other Revenues		919,650	62,460	91,559	91,559	29,099
Total Revenues		\$21,610,968	\$21,298,353	\$21,473,413	\$21,384,829	\$86,476
Expenditures						
Management Services		\$350,957	\$284,373	\$348,733	\$401,071	(5) (\$116,698)
Utility Billing		492,385	481,784	605,495	605,495	(6) (123,711)
Supply		1,362,212	1,696,097	1,445,029	1,496,137	199,960
Distribution		1,986,055	2,660,951	2,308,329	2,339,714	321,237
Cost of Water		10,368,281	11,340,600	11,170,698	11,170,698	169,902
Debt Service		2,372,584	2,627,015	1,850,213	2,530,971	96,044
Transfer to CIP		1,710,201	2,720,410	2,720,410	2,720,410	0
Non-Departmental		1,622,421	1,452,707	2,958,552	1,403,593	(7) 49,114
Total Expenditures		\$20,265,095	\$23,263,937	\$23,407,460	\$22,668,091	\$595,846
Revenues Over/(Under) Expenditures		\$1,345,873	(\$1,965,584)	(\$1,934,047)	(\$1,283,262)	\$682,322
Ending Fund Balance (98 days)		\$7,358,784	\$5,393,200	\$5,424,737	\$6,075,522	\$682,322
90 Day Reserve		\$4,996,873	\$5,736,313	\$5,771,702	\$5,589,392	
120 Day Reserve		\$6,662,497	\$7,648,418	\$7,695,603	\$7,452,523	

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.
- (2) Revenues stated include accruals recorded at year-end in accordance with Generally Accepted Accounting Principles (GAAP). Total will vary in monthly revenue schedule that is in the Major Revenue Source Report.
- (3) Service connections revenue is down as compared to FY 2016 apparently due to slight slowdown in construction industry.
- (4) Higher than normal collections on delinquent accounts.
- (5) Includes overhead cost not eligible for allocation to construction projects.
- (6) Utility Billing is currently running over in their postage usage and bank charges.
- (7) One time pay amount (\$750 per employee) at the end of FY 2017 was charged to departments' regular payroll account. It was not necessary to charge or allocate funds previously set aside at the fund level for Phase II of the compensation study.

Descriptions	FY 2016
Current Assets	
Cash	\$ 4,445,737
Accounts receivable	\$ 3,469,380
Due from other funds	\$ 566,493
Inventory	\$ 73,834
Prepaid	\$ 2,000
Current Liabilities	
Accounts payable	\$ (1,024,184)
Due to other governments	\$ (152,036)
Compensated Absences	\$ (22,440)
Unreserved Fund Balance as of 9/30/2016	\$ 7,358,784

SEWER SYSTEM FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year				
		FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	\$7,299,738	\$6,233,466	\$6,233,466	\$6,233,466	\$0
Revenues						
Metered Customers		\$13,886,991	\$14,523,507	\$14,550,338	\$14,542,017	(2) \$18,510
Service Connections		107,560	108,000	103,725	103,725	(4,275)
Waster Hauler Fees		123,950	104,000	113,610	113,610	9,610
Interest Earned		32,656	48,000	24,445	24,445	(23,555)
Penalties on Account		186,150	171,600	206,540	206,540	(3) 34,940
Other Revenues		1,988,791	0	37,861	144,588	144,588
Total Revenues		\$16,326,098	\$14,955,107	\$15,036,518	\$15,134,924	\$179,817
Expenditures						
Management Services		\$358,802	\$284,373	\$348,700	\$387,155	(4) (\$102,782)
Utility Billing		491,634	459,784	608,542	608,542	(2) (148,758)
Industrial Pretreatment		281,719	313,578	267,973	267,973	45,605
Collection		3,277,260	3,866,660	2,776,913	2,808,798	(6) 1,057,862
Wastewater Treatment Plant		4,132,184	4,122,399	2,925,022	2,925,022	(7) 1,197,377
Debt Service		2,932,706	3,211,914	2,245,294	3,120,574	91,340
Transfer to CIP		4,459,742	1,699,000	1,699,000	1,699,000	0
Non-Departmental		1,458,323	1,363,444	2,330,064	1,270,460	(8) 92,984
Total Expenditures		\$17,392,369	\$15,321,152	\$13,201,508	\$13,087,524	\$2,233,628
Revenues Over/(Under) Expenditures		(\$1,066,272)	(\$366,045)	\$1,835,011	\$2,047,400	\$2,413,445
Ending Fund Balance (231 Days)		\$6,233,466	\$5,867,421	\$8,068,477	\$8,280,866	\$2,413,445
90 Day Reserve		\$4,288,529	\$3,777,818	\$3,255,166	\$3,227,061	
120 Day Reserve		\$5,718,039	\$5,037,091	\$4,340,222	\$4,302,748	

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.
- (2) Revenues stated include accruals recorded at year-end in accordance with Generally Accepted Accounting Principles (GAAP). Total will vary in monthly revenue schedule that is in the Major Revenue Source Report.
- (3) Higher than normal collections on delinquent accounts.
- (4) Includes overhead cost not eligible for allocation to construction projects.
- (5) Utility Billing is currently running over in their postage usage and bank charges.
- (6) The underruns include vacancies for various job positions, a payroll reimbursement from FEMA for fire hydrants, water meters, and vehicle capital outlay purchases that were not delivered by September 30, 2017.
- (7) The underruns include vacancies for various job positions, as well as a credit for electricity at two facilities for \$610,822. The electric provider, Cavallo, performed a thorough audit and discovered the City was charged an incorrect rate for two meters and was issued a credit in August 2017.
- (8) One time pay amount (\$750 per employee) at the end of FY 2017 was charged to departments' regular payroll account. It was not necessary to charge or allocate funds previously set aside at the fund level for Phase II of the compensation study.

Descriptions	FY 2016
Current Assets	
Cash	\$ 1,156,065
Accounts receivable	\$ 3,066,643
Due from other funds	\$ 2,213,776
Inventory	\$ 73,834
Prepaid	\$ 2,000
Current Liabilities	
Accounts payable	\$ (239,683)
Due to other funds	\$ 1,631
Compensated Absences	\$ (40,800)
Unreserved Fund Balance as of 9/30/2016	\$ 6,233,466

SANITATION FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

		Prior Year	Current Fiscal Year			
		FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	3,092,520	\$2,725,646	\$2,725,646	\$2,725,646	\$0
Revenues						
Collection Fees		\$5,354,120	\$5,400,000	\$5,460,757	\$5,460,757	\$60,757
Recycling Fees		495,936	496,027	496,532	496,532	505
Dumpster Fees		25,332	24,000	24,128	24,128	128
Penalties on Account		106,483	100,800	115,526	115,526	14,726
Other Revenues		(370,823)	56,040	64,896	64,896	8,856
Total Revenues		\$5,611,048	\$6,076,867	\$6,161,838	\$6,161,838	\$84,971
Expenditures						
Refuse Collection		\$4,183,068	\$4,234,303	\$4,345,803	\$4,345,803 (2)	(\$111,500)
Recycling		528,009	592,493	525,691	525,691	66,802
Utility Billing		197,192	185,635	218,077	218,077 (3)	(32,442)
Non-Departmental		1,069,653	1,064,436	790,803	803,580 (4)	260,856
Total Expenditures		\$5,977,922	\$6,076,867	\$5,880,374	\$5,893,151	\$183,716
Revenues Over/(Under) Expenditures		(\$366,874)	\$0	\$281,465	\$268,688	\$268,688
Ending Fund Balance (185 Days)		\$2,725,646	\$2,725,646	\$3,007,110	\$2,994,333	\$268,688
90 Day Reserve		\$1,474,008	\$1,498,406	\$1,449,955	\$1,453,106	
120 Day Reserve		\$1,965,344	\$1,997,874	\$1,933,274	\$1,937,474	

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full
- (2) Overrun is related to Hurricane Harvey for refuse disposal for the month of September 2017. Additional disposal cost occurred in October and will be a part of the FY 2018 Budget.
- (3) Utility Billing is currently running over in their postage usage and bank charges.
- (4) One time pay amount (\$750 per employee) at the end of FY 2017 was charged to departments' regular payroll account. It was not necessary to charge or allocate funds previously set aside at the fund level for Phase II of the compensation study. Also, vehicle capital outlay for purchases not delivered by September 30, 2017 for \$210,887.

Descriptions	FY 2016
Current Assets	
Cash	\$ 889,114
Accounts receivable	\$ 2,764,420
Current Liabilities	
Accounts payable	\$ (571,187)
Due to other governments	\$ (297,713)
Due to other funds	\$ (9,753)
Unearned revenue	\$ (13,535)
Compensated Absences	\$ (35,700)
Unreserved Fund Balance as of 9/30/2016	\$ 2,725,646

DRAINAGE UTILITY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year				
		FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	1,867,281	\$864,608	\$864,608	\$864,608	\$0
Revenues						
Drainage District Charge		\$2,417,303	\$2,766,240	\$2,739,083	\$2,739,083	(\$27,157)
Penalties on Account		42,009	40,440	41,266	41,266	826
Interest Earned		8,224	6,000	7,360	7,360	1,360
Other Revenues		4,831	83,000	2,689	2,689 (2)	(80,311)
Total Revenues		\$2,472,367	\$2,895,680	\$2,790,398	\$2,790,398	(\$105,282)
Expenditures						
Municipal Drainage Utility		\$1,790,592	\$2,023,987	\$1,940,294	\$1,957,137 (3)	\$66,850
Utility Billing		131,258	123,848	139,467	139,467 (4)	(15,619)
Transfer to CIP		1,087,062	270,000	0	0 (5)	270,000
Non-Departmental		466,127	477,845	504,618	477,479	366
Total Expenditures		\$3,475,040	\$2,895,680	\$2,584,379	\$2,574,083	\$321,597
Revenues Over/(Under) Expenditures		(\$1,002,673)	\$0	\$206,019	\$216,315	\$216,315
Ending Fund Balance (153 Days)		\$864,608	\$864,608	\$1,070,626	\$1,080,923	\$216,315
90 Day Reserve		\$856,859	\$714,003	\$637,244	\$634,705	
120 Day Reserve		\$1,142,479	\$952,004	\$849,659	\$846,274	

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.
- (2) Drainage revenue over estimated for FY2017. Used in prior years for recycled commodities and since moved to Sanitation Fund.
- (3) Drainage Utility expenditures projected to be under budget due to vacant budgeted positions in excess of budgeted vacancy rate.
- (4) Utility Billing is currently running over in their postage usage and bank charges.
- (5) No transfer of funds from the operating fund into the drainage improvement fund. This will help to improve the operating fund balance.

Descriptions	FY 2016
Current Assets	
Cash	\$ 846,476
Accounts receivable	\$ 105,998
Current Liabilities	
Accounts payable	\$ (77,156)
Compensated Absences	\$ (10,710)
Unreserved Fund Balance as of 9/30/2016	\$ 864,608

SCHOLES AIRPORT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year				
		FY2016 Actual	FY2017 Adopted Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	1,283,719	\$1,324,650	\$1,324,650	\$1,324,650	\$0
Revenues						
Building Rentals		\$33,183	\$39,779	\$43,732	\$43,732	\$3,953
Hangar Rentals		0	0	22,200	22,200	22,200
Terminal Space Rental		46,733	48,168	56,214	56,214	8,046
Land Rentals		593,541	669,255	457,537	457,537	(211,718)
Municipal Utilities		110,480	76,430	112,000	112,000	35,570
Golf Course		78,055	79,843	80,124	80,124	281
General Fund Rental		57,050	61,433	57,050	57,050	(4,383)
Fuel Flowage Fees		41,752	50,000	34,387	34,387	(15,613)
Interest Earned		6,701	5,000	5,425	5,425	425
TXDOT Grant		43,231	295,520	251,276	251,276	(44,244)
Other Revenue		191,762	0	37,443	37,717	37,717
Other Funding Sources		0	650,000	1,287,050	1,454,676	804,676
Total Revenues		\$1,202,488	\$1,975,428	\$2,444,437	\$2,612,336	(2) \$636,908
Expenditures						
Airport Operations		\$680,386	\$750,017	\$713,518	\$737,653	\$12,364
Capital Improvements		215,779	416,755	125,732	125,732	291,023
Non-Departmental		265,392	557,772	1,279,655	1,530,364	(3) (972,592)
Total Expenditures		\$1,161,556	\$1,724,544	\$2,118,905	\$2,393,749	(3) (\$669,205)
Revenues Over/(Under) Expenditures		\$40,931	\$250,884	\$325,532	\$218,588	(3) (\$32,296)
Ending Fund Balance (235 Days)		\$1,324,650	\$1,575,534	\$1,650,182	\$1,543,238	(3) (\$32,296)
90 Day Reserve		\$286,411	\$425,230.03	\$522,470	\$590,239	
120 Day Reserve		\$381,882	\$566,973	\$696,626	\$786,986	

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.
- (2) Airport revenue on budget except for building rentals and fuel flowage fees. Other revenue represent a settlement for the roof at Scholes Airport.
- (3) Reactivating of the Airport Improvement Fund for capital projects. This methodology is consistent with the water, sewer and drainage improvement funds. A budget amendment is necessary to capture funding into the Airport Improvement Fund. This includes a transfer out of operating budget (\$83,083) and insurance proceeds (\$567,625) for the hanger project and the terminal roof project, TIRZ14 revenue (\$400,000) for the hangar project, and the reimbursable TXDOT project for taxiways/runways (\$222,200).

Descriptions	FY 2016
Current Assets	
Cash	\$ 937,584
Accounts receivable	\$ 462,658
Current Liabilities	
Accounts payable	\$ (59,672)
Compensated Absences	\$ (15,920)
Unreserved Fund Balance as of 9/30/2016	\$ 1,324,650

INTERNAL SERVICE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate
Beginning Fund Balance				
Central Service Fund	\$623,072	\$631,365	\$631,365	\$631,365
Municipal Garage Fund	732,041	1,268,815	1,268,815	1,268,815
Casualty and Liability Fund	2,199,033	2,821,824	2,821,824	2,821,824
Workers' Compensation Fund	1,774,114	2,182,445	2,182,445	2,182,445
Health and Life Insurance Fund	3,900,754	3,314,615	3,314,615	3,314,615
Capital Projects Fund	5,745	5,745	5,745	5,745
Total	\$9,234,759	\$10,224,809	\$10,224,809	\$10,224,809
Revenues				
Central Service Fund	\$2,797,196	\$2,903,745	\$2,818,995	\$2,818,995
Municipal Garage Fund	4,473,711	4,878,108	4,742,526	4,746,523
Casualty and Liability Fund	2,145,989	1,930,306	1,934,136	1,934,136
Workers' Compensation Fund	755,282	583,300	605,286	605,286
Health and Life Insurance Fund	6,656,147	6,965,553	7,647,854	7,647,854
Capital Projects Fund	224	0	1,790	1,790
Total	\$16,828,550	\$17,261,012	\$17,750,585	\$17,754,583
Expenditures				
Central Service Fund	\$2,788,904	\$2,898,745	\$2,776,041	\$2,891,542
Municipal Garage Fund	3,936,938	4,878,108	4,357,380	4,380,761
Casualty and Liability Fund	1,523,198	1,925,642	1,694,361	1,694,361
Workers' Compensation Fund	346,951	578,300	499,458	499,458
Health and Life Insurance Fund	7,242,286	6,342,400	8,867,272	9,367,272
Capital Projects Fund	224	0	181,213	1,790
Total	\$15,838,500	\$16,623,195	\$18,375,725	\$18,835,184
Ending Fund Balances				
Central Service Fund	\$631,365	\$636,365	\$674,319	\$558,818
Municipal Garage Fund	1,268,815	1,268,815	1,653,961	1,634,577
Casualty and Liability Fund	2,821,824	2,826,488	3,061,599	3,061,599
Workers' Compensation Fund	2,182,445	2,187,445	2,288,273	2,288,273
Health and Life Insurance Fund	3,314,615	3,937,768	2,095,197	1,595,197
Capital Projects Fund	5,745	5,745	(173,679)	5,745
Total	\$10,224,809	\$10,862,626	\$9,599,669	\$9,144,208

NOTE:

CENTRAL SERVICE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year				
	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate		FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	623,072	\$631,365	\$631,365	\$631,365	\$0
Revenues						
Sales to Departments						
Data Processing	\$1,599,636	\$1,554,712	\$1,550,046	\$1,550,046		(\$4,666)
Central Mail Charges	70,989	149,612	107,995	107,995		(41,617)
Print Shop Charges	12,890	66,089	29,306	29,306		(36,783)
Facilities Department Charges	1,108,169	1,128,332	1,128,332	1,128,332		0
Other Revenue	5,513	5,000	3,315	3,315		(1,685)
Total Revenues	\$2,797,196	\$2,903,745	\$2,818,995	\$2,818,995		(\$84,750)
Expenditures						
Mail	\$109,670	\$149,612	\$121,603	\$121,603		\$28,009
Information Technology	1,467,976	1,554,712	1,571,298	1,571,298	(2)	(16,586)
Facilities Department	1,156,966	1,128,332	1,029,674	1,145,175	(3)	(16,843)
Print Shop	54,293	66,089	53,466	53,466		12,623
Total Expenditures	\$2,788,904	\$2,898,745	\$2,776,041	\$2,891,542		\$7,203
Revenues Over/(Under) Expenditures	\$8,293	\$5,000	\$42,954	(\$72,547)		(\$77,547)
Ending Fund Balance	\$631,365	\$636,365	\$674,319	\$558,818		(\$77,547)

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.
- (2) Overruns in the Information Technology Department are from a restructure of the that Department which include separation pay.
- (3) A lease payment for HVAC system was left out of the Facilities Department budget for FY2017.

Descriptions	FY 2016
Current Assets	
Cash	\$ 689,992
Inventory	\$ 3,349
Current Liabilities	
Accounts payable	\$ (61,976)
Unreserved Fund Balance as of 9/30/2016	\$ 631,365

CENTRAL GARAGE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1) 732,041	\$1,268,815	\$1,268,815	\$1,268,815	\$0
Revenues					
Motor Vehicle Charges	\$3,945,736	\$4,235,271	\$4,085,099	\$4,085,099	(\$150,172)
Outside Agency Revenue	369,784	595,837	390,558	390,558	(205,279)
Other Revenues	151,762	28,000	240,690	244,687	216,687
Sale of Equipment	723	15,000	19,372	19,372	4,372
Interest Earned	5,706	\$4,000	6,806	6,806	2,806
Total Revenues	\$4,473,711	\$4,878,108	\$4,742,526	\$4,746,523	(2) (\$131,585)
Expenditures					
Administration	\$284,361	\$244,774	\$272,278	\$272,278	(\$27,504)
Operations	3,235,349	4,219,044	3,670,812	3,694,193	524,851
Insurance	417,227	414,290	414,290	414,290	(0)
Total Expenditures	\$3,936,938	\$4,878,108	\$4,357,380	\$4,380,761	\$497,347
Revenues Over/(Under) Expenditures	\$536,774	\$0	\$385,146	\$365,763	\$365,763
Ending Fund Balance	\$1,268,815	\$1,268,815	\$1,653,961	\$1,634,577	\$365,763

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.
- (2) Revenues are based on actual charges for repairs, insurance and the cost of fuel.

Descriptions	FY 2016
Current Assets	
Cash	\$ 1,098,199
Accounts receivable	\$ 93,090
Inventory	\$ 218,760
Current Liabilities	
Accounts payable	\$ (141,234)
Unreserved Fund Balance as of 9/30/2016	\$ 1,268,815

CASUALTY AND LIABILITY INSURANCE
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1) \$2,199,033	\$2,821,824	\$2,821,824	\$2,821,824	\$0
Revenues					
Charges for Services					
Waterworks Fund	\$207,625	\$184,870	\$184,870	\$184,870	(\$0)
Sewer System Fund	232,666	243,720	243,720	243,720	0
Drainage Utility Fund	51,288	34,276	34,276	34,276	(0)
Sanitation Fund	83,519	82,263	82,263	82,263	0
Capital Projects Fund	10,134	9,215	9,215	9,215	0
Central Services	33,889	29,258	29,258	29,258	(0)
Central Garage	417,227	414,290	414,290	414,290	0
Airport Fund	203,812	138,835	138,835	138,835	(0)
Federal/state grants	123,293	107,753	107,753	107,753	0
General Fund	768,518	677,826	677,806	677,806	(20)
Other Revenues	14,018	8,000	11,850	11,850	3,850
Total Revenues	\$2,145,989	\$1,930,306	\$1,934,136	\$1,934,136	\$3,830
Expenditures					
Administration	\$192,252	\$187,142	\$172,254	\$172,254	\$14,888
Insurance Policies	1,125,078	1,248,500	1,182,936	1,182,936	65,564
Other Expenses	205,867	490,000	339,171	339,171	150,829
Total Expenditures	\$1,523,198	\$1,925,642	\$1,694,361	\$1,694,361	\$231,281
Revenues Over/(Under) Expenditures	\$622,791	\$4,664	\$239,775	\$239,775	\$235,111
Ending Fund Balance	\$2,821,824	\$2,826,488	\$3,061,599	\$3,061,599	\$235,111

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.

Descriptions	FY 2016
Current Assets	
Cash	\$ 2,496,905
Accounts receivable	\$ 5,495
Prepaid	\$ 352,670
Current Liabilities	
Accounts payable	\$ (33,246)
Unreserved Fund Balance as of 9/30/2016	\$ 2,821,824

WORKERS' COMPENSATION FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	\$1,774,114	\$2,182,445	\$2,182,445	\$0
Revenues					
Charges for Services	\$741,230	\$578,300	\$594,554	\$594,554	\$16,254
Interest Earned	14,052	5,000	10,732	10,732	5,732
Total Revenues	\$755,282	\$583,300	\$605,286	\$605,286	\$21,986
Expenditures					
Insurance Policies	\$346,951	\$578,300	\$499,458	\$499,458	\$78,842
Total Expenditures	\$346,951	\$578,300	\$499,458	\$499,458	\$78,842
Revenues Over/(Under) Expenditures	\$408,331	\$5,000	\$105,828	\$105,828	\$100,828
Ending Fund Balance	\$2,182,445	\$2,187,445	\$2,288,273	\$2,288,273	\$100,828

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.

Descriptions	FY 2016
Current Assets	
Cash	\$ 2,198,017
Current Liabilities	
Accounts payable	\$ (15,572)
Unreserved Fund Balance as of 9/30/2016	\$ 2,182,445

HEALTH AND LIFE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year				
	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate		FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	\$3,900,754	\$3,314,615	\$3,314,615		\$0
Revenues						
Medical insurance - retiree & cobra	\$196,024	\$240,000	\$202,419	\$202,419		(\$37,581)
Medical insurance - contributions-city	4,683,785	4,709,000	4,772,239	4,772,239	(2)	63,239
Medical insurance - contributions-E'ees	1,124,406	1,200,000	1,212,784	1,212,784		12,784
Park Board medical - contributions	0	0	370,285	370,285	(3)	370,285
Park Board medical - employee	0	0	93,205	93,205	(3)	93,205
Wharves medical - retiree & cobra	5,095	6,793	0	0		(6,793)
Wharves medical - contributions	390,874	531,480	513,046	513,046		(18,434)
Wharves medical - employee	104,885	140,280	142,200	142,200		1,920
Premiums - life insurance	122,021	115,000	118,743	118,743		3,743
Operating transfers in	0	0	209,000	209,000	(4)	209,000
Interest Earned	29,057	23,000	13,932	13,932		(9,068)
Total Revenues		\$6,656,147	\$7,647,854	\$7,647,854		\$682,301
Expenditures						
Claims and Expenses						
City of Galveston Medical Claims	\$3,100,339	\$4,609,000	\$5,177,976	\$5,177,976		(\$568,976)
Year-end Adjustments - IBNR	553,985	0	0	500,000		(500,000)
City Medical Claims Subtotal	3,654,324	4,609,000	5,177,976	5,677,976		(4,529,035)
Port of Galveston Medical Claims	136,045	0	234,575	234,575		(234,575)
Park Board of Trustees Medical Claims	49,476	0	224,539	224,539		(224,539)
All Medical Claims Subtotal	3,839,845	4,609,000	5,637,090	6,137,090		(459,114)
Prescriptions						
Prescriptions - City	2,147,041	0	1,714,684	1,714,684		(1,714,684)
Prescriptions - Port	0	0	550,436	550,436		(550,436)
Prescriptions - Park Board	0	0	235,916	235,916		(235,916)
Prescriptions Subtotal	2,147,041	0	2,501,036	2,501,036		(2,501,036)
Refunds & Stop Loss Reimbursements	(811,535)	0	(1,613,302)	(1,613,302)		1,613,302
Total Claims Expense	5,175,351	4,609,000	6,524,824	7,024,824	(4)	(2,415,824)
Other Expenses						
Administration - Plan Administrator	387,153	350,000	463,031	463,031		(113,031)
Stop Loss Premium	570,602	450,000	720,880	720,880		(270,880)
Investment Fees	935	1,400	0	0		1,400
Transitional Reinsurance Fee	68,495	62,000	51,565	51,565		10,435
Health Clinics Operating Expense	964,828	750,000	988,837	988,837	(4)	(238,837)
Life Insurance	74,922	120,000	118,135	118,135		1,865
Other Expenses Subtotal	2,066,935	1,733,400	2,342,448	2,342,448		(609,048)
Total Expenditures		\$7,242,286	\$8,867,272	\$9,367,272		(\$3,024,872)
Revenues Over/(Under) Expenditures		(\$586,139)	(\$1,219,418)	(\$1,719,418)		\$3,707,173
Estimated Ending Fund Balance		\$3,314,615	\$3,937,768	\$2,095,197		\$3,707,173

NOTES:

- (1) Beginning Fund Balance for FY 2016 is based on the adjustments below to put the calculations used in the Comprehensive Annual Financial Report that are full accrual on a modified accrual basis for budget reporting purposes.
- (2) Underruns are a result of vacant positions throughout the city.
- (3) The participation of the Park Board was not part of budget when adopted.
- (4) Transfer of additional funding set aside in the governmental, enterprise and internal service funds that were budgeted in FY2017.
- (5) Higher claims paid out in FY2017 and the participation of the Park Board in the City's Plan.

Descriptions	FY 2016
Current Assets	
Cash	\$ 3,876,278
Due from other governments	\$ 111,971
Current Liabilities	
Accounts payable	\$ (87,495)
Unreserved Fund Balance as of 9/30/2016	\$ 3,900,754

CAPITAL PROJECTS FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2017 - September Report

	Prior Year	Current Fiscal Year			
	FY2016 Actual	FY2017 Amended Budget	FY2017 YTD Actual through 09/30/2017	FY2017 Budget Estimate	FY2017 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$5,745	\$5,745	\$5,745	\$5,745	\$0
Revenues					
Interest Earned	\$224	\$0	\$1,790	\$1,790	\$1,790
Total Revenues	\$224	\$0	\$1,790	\$1,790	\$1,790
Expenditures					
Construction Management	\$224	\$0	\$181,213 (1)	\$1,790	(\$1,790)
Total Expenditures	\$224	\$0	\$181,213	\$1,790	(\$1,790)
Revenues Over/(Under) Expenditures	\$0	\$0	(\$179,424)	\$0	\$0
Estimated Ending Fund Balance	\$5,745	\$5,745	(\$173,679)	\$5,745	\$0

NOTES:

(1) Capital Improvement management costs totaling \$552,775 have been allocated to other funds, primarily capital project funds.



CITY OF GALVESTON
CAPITAL IMPROVEMENT PLAN - STATUS UPDATE
FY 2017 - 4TH QUARTER - 9/30/2017

STREETS & TRAFFIC PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
ST1503	26TH - BROADWAY TO CHURCH (phase 2)	Replace approx. 1,282 feet milling and overlay and upgrading of the drainage system.	\$ 591,700	\$ -	Pre-bid preparation	Design 100%. Advertisement planned Summer of 2018.
ST1603	29TH ST - BROADWAY to SEALY	Replace storm sewer inlets and inlet leads. Mill and asphalt overlay 48 foot wide	\$ 52,650	\$ 10,696	Bid preparation	Design 100%. Project being prepared for Bid Advertisement.
ST1605	33RD ST - BROADWAY to HARBORSIDE	Replace storm sewer inlets and inlet leads. Mill and asphalt overlay 48 foot wide	\$ 377,046	\$ 45,671	Evaluation	Pre-construction RFP Evaluation Phase. Anticipate contract award for construction Oct 2017.
ST1701	25TH ST - BROADWAY to SEAWALL	Repaving of approx. 4,154 feet and replace and upsize old water and sewer utilities. To begin after completion of trolley track rehab.	\$ 4,681,000	\$ -	Design	Design in 30% . Construction advertisement planned August 2018.
ST1702	73RD ST - HEARDS LANE to AVENUE N 1/2	Repaving of approx. 1,265 feet and replace and upsize old water and sewer utilities.	\$ 1,494,750	\$ 59,500	Design	Design in 60%. Construction advertisement planned end of March 2018.
ST1705 (IDC45)	45TH ST - BROADWAY to SEAWALL	Repaving of approx. 6,740 feet and replace and upsize old water and sewer utilities. To be constructed in 3 phases.	\$ 11,495,000	\$ -	Design	Design in 30%. Construction advertisement planned July 2018.
ST1704	STRAND & INTERSECTIONS OF 21ST, 22ND, 23RD, 24TH	Reinstall brick pavers to provide sufficient support to traffic loads.	\$ 530,000	\$ 59,366	Design	Design in 90%. Engineering and City Architect are reviewing the plans simultaneously. Advertisement planned Spring 2018.
ST1503	26TH - AVENUE N to BROADWAY (phase 1)	Replace approx. 1,612 feet milling and overlay and upgrading of the drainage system.	\$ 568,445	\$ 814	Pre-Construction	Construction to commence after contract processing by December 2017.
ST1604	29TH ST - CHURCH to HARBORSIDE	Replace storm sewer inlets and inlet leads. Mill and asphalt overlay 48 foot wide	\$ 26,100	\$ 18,270	Pre-Construction	Design 90%. Construction anticipated Summer 2018.
ST1512	51ST STREET (CDBG 2.2)	ReConstruct 51st Street between Post Office Street and Broadway	\$ 2,142,159	\$ 317,457	Construction	Construction at 13% complete. Estimated completion Spring 2018.
ST1513	SEALY STREET (CDBG 2.2)	ReConstruct Sealy Street between 35th Street and 33rd Street	\$ 2,806,638	\$ 3,467	Construction	Project in Construction. Gas line relocation in progress.
ST1620	TRAVEL AIR BRIDGE PROJECT (TIRZ 14)	Replacement of deteriorated existing bridge.	\$ 1,290,272	\$ 372,650	Construction	Construction at 20% complete. Estimated completion Spring 2018.
RRMARK	MARKET STREET (CDBG 2.1)	ReConstruct Street between 19th and 25th Streets	\$ 5,628,807	\$ 1,088,193	Construction	Construction at 15% complete. Estimated completion Spring 2018.
STINHO	STREETS & OVERLAY BY CITY FORCES (In House Streets)	Correcting streets identified as less than Satisfactory by 2013 Street Assessment by LJA Engineering.	\$ 2,750,209	\$ 229,936	Construction	Ongoing project. Milling and overlay crews continue to work on street improvements.
ST1509	SALADIA ST (CDBG 2.2)	ReConstruct Saladia Street between Heards Lane and Stewart Road	\$ 1,858,532	\$ 1,314,382	Construction	Project in Construction. 50% complete. Estimated completion Spring 2018.

CITY OF GALVESTON
CAPITAL IMPROVEMENT PLAN - STATUS UPDATE
FY 2017 - 4TH QUARTER - 9/30/2017

STREETS & TRAFFIC PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
ST1511	AVENUE S (CDBG 2.2)	ReConstruct Avenue S between 53rd Street and 61st Street	\$ 3,114,253	\$ 1,778,545	Construction	Project in Construction. 50% complete. Estimated completion late Spring 2018.
SR81SH	SIDEWALK 81ST to SAND HILL & STEWART	Installation of sidewalk system. Funded by TIRZ 14.	\$ 1,050,127	\$ 934,865	Construction	Project nearing construction completion at 95% with TDLR inspection and punch list resolution
TR1701	BROADWAY LIGHTING IMPROVEMENTS	Improvements to lighting on Broadway.	\$ 500,000	\$ -	Construction	Ongoing. Council and Planning Commission to discuss Broadway standards.
TR1702	CAUSEWAY LIGHTING REHABILITATION	Restore full functionality and provide energy efficient LED lighting to the street.	\$ 270,000	\$ 213,241	Construction	Ongoing.
ST1631	VARIOUS INTERSECTIONS LOCATED IN THE CITY (City Wide)	Milling and asphalt overlay at various intersections that are degraded due to traffic volumes and turning movements.	\$ 115,000	\$ -	Ongoing projects	In progress.
ST1707	STREET ASSESSMENTS	New assessment for paving conditions for all City owned streets within Galveston.	\$ 100,000	\$ -	Assessment Completed	Street Assessments have been completed and has been programmed into ViewWorks and integrated with GIS. New data is being processed. Summer 2017. Accounting to finalize.
ST1706	INTERSECTION OF 61ST and SEAWALL BLVD.	Creation of dual right turn lanes from 61st to Seawall by relocating the median to the east. Redesign traffic signal to provide for turning and better facilities for pedestrians crossing.	\$ 282,000	\$ -	Study completed	Internal discussions in process for feasible options to implement the study considering future master plan for Seawall Blvd that needs to be initiated in coordination with Galveston County and TXDOT. Summer 2017. Accounting to finalize.
TR1604	ILLUMINATED SIGNS on BROADWAY	LED illuminated street signs for Broadway. Will provide well lit, cost efficient lighting.	\$ 117,400	\$ 112,000	Complete	Complete, Summer 2017. Accounting to finalize.
ST1508	65TH STREET (CDBG 2.2)	ReConstruct 65th Street between Heard's Lane and Golf Crest	\$ 2,688,692	\$ 2,452,706	Complete	Complete, June 2017. Accounting to finalize.
RR43RD	43RD - BROADWAY to AVENUE U (CDBG 2.1)	Total Construction including curb/sidewalk/ADA ramps and underground utilities. 48 foot wide concrete roadway. Under Construction	\$ 8,623,150	\$ 8,256,468	Complete	Complete, March 2017. Accounting to finalize.
ST-102	ST-102 Alternate Fema Project - Streets. (Initial project was Bermuda Beach Drive)	Hurricane Ike project - streets	\$ 1,354,783	\$ 1,140,285	Complete	Complete, March 2017. Accounting to finalize.
ST1501	19TH - HARBORSIDE to BROADWAY	Rebuild the roadway, inlet and lateral storm sewer system components	\$ 865,619	\$ 825,510	Complete	Complete, January 2017.
ST1502	41ST - AVENUE L to SEAWALL	Rebuild the roadway, inlet and lateral storm sewer system components	\$ 1,383,971	\$ 1,365,974	Complete	Complete, January 2017.
ST1510	69TH STREET (CDBG 2.2)	Reconstruct 69th Street between Stewart Road and Seawall Boulevard	\$ 2,339,624	\$ 2,123,390	Complete	Complete, Summer 2017. Accounting to finalize.

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STREETS & TRAFFIC PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
WSMPA	IMPACT STUDY FEE	A study to determine City's standing. City expects growth from residential and business.	\$ 250,000	\$ 209,878	Complete	City Ordinance Enacted by City Council, November 2016.
ST1606	AVENUE T 1/2 - 57TH to 61ST STREET	Replace storm sewer inlets and inlet leads. Mill and asphalt overlay 28 foot wide	\$ 354,013	\$ 303,829	Complete	Complete, March 2017. Under budget \$47,000.
ST1708	EMERGENCY - 25TH AND STRAND AREA	Storm sewer pipe plug caused subgrade failure and undermining of Trolley Track. Improved damaged roadway/trolley track subgrade.	\$ 12,522	\$ 12,522	Complete	Complete, January 2017
ST1623	TRAFFIC SIGNAL SYNCHRONIZATION - Seawall / 81st (4 intersections)	Continuation of Traffic Ware / Synchro Green traffic systems on Seawall. Signal timing improved.	\$ 189,825	\$ 189,825	Complete	Complete, October 2016

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DRAINAGE IMPROVEMENT PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
DAVENL	62ND& 63RD AVENUE L IMPROVEMENTS	Storm sewer to be replaced due to deterioration.	\$ 238,875	\$ 14,502	Evaluation	Pre-construction RFP Evaluation Phase. Anticipate contract award for construction Oct 2017.
D1702	INSPECTION OF THE STORM SEWER SYSTEM OUTFALLS	Inspection of 42 storm sewer outfalls. Outfalls are submerged and condition is unknown.	\$ 250,000	\$ 44,927	Evaluation	Outfall Condition Evaluation with divers planned November 2017. Design prioritization and construction anticipated Fall 2018.
D1601	11 MILE ROAD DRAINAGE IMPROVEMENTS	To alleviate drainage concerns, culvert replacement and ditch regrading needed. Drainage improvement along FM 3005 will require coordination with TXDOT.	\$ 147,500	\$ -	Design	Awaiting completion of TXDOT design to identify outfall elevations. Will be constructed in house by Public Works. Anticipated construction to begin Fall 2018.
D1608	STORM SEWER REHABILITATION & INSPECTION PROGRAM	Three year program to rehab and inspect existing storm sewer city wide. Project will provide debris removal and inspection of existing system.	\$ 1,800,000	\$ 262,548	Construction	Annual Recurring Project. In progress. Performed in house.
DSTORM	STORM WATER MANAGEMENT	Annual reporting and monitoring of Municipal Separate Storm Sewer System (MS4) Permit to TCEQ	\$ 558,497	\$ 381,509	Annual	Annual Recurring Project. In progress.
D1701	MASTER DRAINAGE PLAN and FEASIBILITY STUDY	Engineering study of current drainage system throughout City with recommendation as to the feasibility of various alternatives to improve drainage.	\$ 350,000	\$ -	Subsequent to D1608	To follow D1608 findings and in-house cleaning and contracted rehabilitation. Anticipated to begin Fall 2018.
DRSEAD	SEA ISLE DRAINAGE IMPROVEMENTS	Construction of storm sewer system to improve drainage for area of Sea Isle subdivision west of Mason	\$ 1,066,085	\$ 692,054	Complete	Construction Complete, Summer 2017. Accounting to finalize.
DHDOUT (DHARBR)	HARBORSIDE DRIVE OUTFALL	1) Repair of drainage culverts on Old Port Industrial Road east of the Main Sewer Treatment Plant; 2) Replacement of wooden box culvert on Avenue E between 46th Street and 51st Street; 3) Installation of a piped drainage system on the tract of land just west of the Main Sewer Treatment Plant which provides drainage to Harborside Drive; 4) Repair of the 67th Street Drainage System north of Harborside Drive.	\$ 1,237,606	\$ 1,063,016	Complete	Complete in 2016. Accounting to finalize.
DINLET	INLET AND LATERAL UPSIZING PROJECT	Upsizing drainage pipes and catch basins	\$ 130,433	\$ 128,286	Complete	Part of the 19th and 41st Street Project. Accounting to finalize.

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WATERWORKS PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
W1709	61ST STREET BRIDGE WATERLINE	Replacement of a 12" water line at the 61st Street bridge.	\$ 225,560	\$ 10,688	RFPs received	In Evaluation and Award Process. Anticipate construction to begin January 2018.
W1703	AIRPORT PUMP STATION / CONTROL UPGRADES	Expand controls building and upgrade electronics and controls, replace pumps. Preliminary to construction of new ground storage tanks at pump station.	\$ 1,914,000	\$ 240,000	Design	Design proposal is under review.
W1704	30" WATERLINE - RAILROAD BRIDGE TO HARBORSIDE DR	Replace approx. 2,100 feet of waterline.	\$ 2,023,000	\$ 240,000	Design	Design in 30%. Comments are in review. Design in 60% anticipated Fall 2017. Construction Advertisement planned for May 2018.
W1707	24" WATERLINE - 59TH ST. PUMP STATION to AIRPORT PUMP STATION	Construction to provide redundancy of supply and pressure to potable water in the event of failure of either pump station.	\$ 20,025,000	\$ 1,790,000	Design	Design in 30%. Submittal to City for Review anticipated October 2017. Construction Advertisement planned for May 2018.
W1701	WELL DISINFECTION / FLUSHING (2A, 6A, 10, 12, 13, 16, 17)	Installation of a disinfection system and flush valve for each of the previously rehabilitated Alta Loma Wells. This allows for the use of these wells without contamination the water system.	\$ 490,000	\$ 56,700	Design	Design in 60%. (Angelo is the PM) Construction Planned Fall 2018.
WWELLS AND #11	REHABILITATION OF WATER WELLS # 9	To provide alternate source of drinking water for the City.	\$ 510,000	\$ -	Design	Coordination with Well Contractor (Angelo is the PM)
W1605	36" CAUSEWAY WATERLINE	Construction of a 36" waterline along the causeway to provide additional redundancy for island water.	\$ 7,792,000	\$ 409,586	Design	90% Design. Submittal to City planned at the end of October 2017. Currently, construction is not planned.
W1612	NEW GROUND STORAGE TANK @ 59th Street (CDBG 2.2)	Construct new elevated water tank at 59th Street Pump Station	\$ 7,583,074	\$ -	Design	30% Design. Anticipate Construction Winter-Spring 2019.
W1615	WATER MASTER PLAN	Update existing water master plan. Needs to be accomplished in FY 2017.	\$ 203,534	\$ 102,749	100% submitted to City	City has significant comments on the submittal. Submitted to Brandon Cook for review along with Engineering Comments.
W1608	GULF DRIVE 6 INCH WATER LINE PROJECT	Installation of 6" waterline to replace existing 2" and 3" water lines on Gulf Drive in Sea Isle and Terramar Beach subdivisions	\$ 1,350,380	\$ 179,067	Construction	Construction at 30% complete. Estimated completion Spring 2018.
W1603	59th St. TANK REHABILITATION (CDBG 2.2)	Replace four existing water storage tanks at 59th Street Pump Station	\$ 6,837,881	\$ -	Construction	Notice to Proceed, October 2017.
W1706	8" WATERLINE - 30TH ST. ROW and MARKET ST	Replace 6" cast iron waterline and provide increased pressure and improved fire protection.	\$ 318,100	\$ 30,273	Construction	Design Complete. Construction in-house.

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WATERWORKS PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
W1617	30th ST PUMP STATION TANK REHAB (CDBG 2.2)	Rehabilitate four existing water storage tanks at 59th Street Pump Station	\$ 1,922,706	\$ -	Construction	Notice to Proceed, October 2017.
W59PMP	HMPG - 59th Street Pump Station (CDBG 2.2 and IKE)	Construct new operations building at 59th Street Pump Station	\$ 20,594,174	\$ 13,263,531	Construction	Construction at 93% complete. Estimated completion Spring 2018.
W1708	METER REGISTERS (WATER / SEWER)	Updating meter registers that are failing.	\$ 700,000	\$ 514,520	Recurring Project	Recurring Project (Angelo is the PM)
W1618	WATER SYSTEM IMPROVEMENTS	Continued rehab of water distribution system through City.	\$ 922,970	\$ 80,116	Recurring Project	Recurring Project (Angelo is the PM)
WFIRHY / FD-132	FIRE HYDRANT REPLACEMENT PROGRAM	Continued replacement or repair of non or poorly functioning fire hydrants (FEMA)	\$ 7,356,690	\$ 3,003,569	Recurring Project	Annual Contract
WWELLR	REHAB OF WATER WELLS #6A, 10 & 13	Rehab in order to meet demand of water in the event that we are unable to receive surface water from GCWA Mackey WTP.	\$ 878,922	\$ 746,238	Complete	Rehabilitation Complete, Summer 2017 (A. Grasso). Accounting to finalize
WWELLT	REHAB OF WATER WELLS #2A, 16, & 17	Rehab in order to meet demand of water in the event that we are unable to receive surface water from GCWA Mackey WTP.	\$ 646,100	\$ 609,790	Complete	Rehabilitation Complete, Summer 2017 (A. Grasso). Accounting to finalize
W1613	REMOVAL OF 12 INCH WATER LINE TO PELICAN ISLAND	Removal of waterline running under the ship channel from Pier 41 to TAMUG.	\$ 255,000	\$ 96,871	Complete	Complete, March 2017. Confirmation from Corps of Engineers not received. Project under budget \$158,129.
WSIMPA	IMPACT STUDY FEE	Impact study for water, sewer, transportation and parks.	\$ 83,334	\$ 79,867	Complete	The Impact Fee Ordinance was approved and enacted by the City Council, December 2017.

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SEWER PROGRAM

PROJECT CODE	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
S1604	LIFT STATION SCADA	System to monitor and collect data from lift stations city wide. 20 lift stations @ \$7,000 ea.	\$ -	\$ -	Evaluation	Evaluation is in progress to determine the best process for achieving this goal.
S1702	WEST END IMPROVEMENTS	Researching alternatives for the West End unserved areas.	\$ 2,579,933	\$ -	Pre-Design	Developer Sweetwater Lift Station Design is in progress. STEP system to be designed in-house to tie into the Sweetwater Lift Station. Design to be initiated Fall 2018. Construction anticipated Summer 2019.
S1610	SLUDGE and GRIT REMOVAL FROM MAIN WWTP SLUDGE HOLDING TANK	Remove approx. 6,700 cubic yards of wastewater sludge, grit and associated materials from Main WWTP	\$ 1,007,000	\$ -	Design (In-House)	Project is in scoping to identify aeration needs for the digester. Met with Original Main WWTP consultant for a fact finding meeting. Design to be performed In-House and RFP prepared. Construction anticipated Summer 2019.
S1611	WASTEWATER MASTER PLAN	Updating the existing wastewater master plan. Previous plan was performed in 1999.	\$ 124,000	\$ 39,423	Design	Initial data request by consultant provided. Additional requests from consultant received and in evaluation. Internal evaluation in progress to have engineering do all masterplans in the future.
S1607	PIRATES BEACH WWTP	Nearing its lifetime. Design and replace to be in compliance with TCEQ.	\$ 7,070,810	\$ 149,856	Design	Due to flow evaluation and voluntary compliance initiative with TCEQ the project was much different than original scope due to flow variations. Various Technologies are being evaluated and a meeting is planned for October 10th with the City. 30% has been delayed due to voluntary compliance effort with TCEQ and process evaluations. Construction anticipated Summer 2019.
S1609	SUNNY BEACH 8 MILE ROAD SANITARY SEWER	Installation of sanitary sewer along 8 mile from Sunny Beach subdivision to Stewart Road	\$ 3,242,000	\$ 232,400	Design	Design in 95%. Construction advertisement planned Winter 2018.
SW-159 SWWPT	AIRPORT WWTP (CDBG 2.2 and Hurricane Ike)	Refurbish Airport Wastewater Treatment Plant at Sky Master Road and Mustang Drive	\$ 7,026,560	\$ 276,303	Design	Comments on 90% design emailed to Consultant October 2017. Construction advertisement planned Spring 2018.
SW-165 SSEAWO	SEAWOLF PARK WWTP Reconstruction & Expansion	Construction of wastewater package plant due to damage of existing plant by Hurricane Ike. FEMA, COG, Park Board.	\$ 1,405,078	\$ 158,104	Design	Design Award Phase. Construction anticipated Fall 2018.
S1701	LIFT STATION PUMP and ELECTRICAL UPGRADES	Upgrading the existing pumps and electrical systems for lift stations located throughout the City.	\$ 8,144,000	\$ -	Design	Design follow up meeting planned with consultant to obtain progress update. Construction planned in phases to beginning Fall 2018.

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SEWER PROGRAM

PROJECT CODE	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
S1603	REHABILITATION OF SANITARY SEWER FORCE MAINS	Rehabilitation of existing sanitary force mains	\$ 4,635,000	\$ 740,203	Construction	As needed, improvements are being made periodically on this project.
SLINEI	INFLOW & INFILTRATION LINE REPAIRS	Reduce inflow and infiltration to existing sanitary sewer system through rehab of collection system.	\$ 10,463,113	\$ 2,514,110	Construction	Ongoing evaluations. As needed, improvements are being made periodically on this project.
S1608	REMOVAL OF 12 INCH SEWER LINE TO PELICAN ISLAND	Removal of sewer line running under the ship channel from Pier 41 to TAMUG	\$ 255,000	\$ 96,698	Complete	Complete, March 2017. Confirmation from Corps of Engineers not received. Project under budget \$158,302.
SBBSSI	BERMUDA BEACH SANITARY SEWER IMPROVEMENT	Installation of gravity sanitary sewer west of Pabst Rd. in Bermuda Beach Subdivision to remove the need for homeowners to use grinder pumps to connect to City system.	\$ 959,670	\$ 922,953	Complete	Final inspection complete, September 2016. Currently, residents connect to City's sanitary sewer system. Accounting to finalize.
SGLS32	SPANISH GRANT LIFT STATION #57 (was #32)	Rehab existing lift station. Danger of failing.	\$ 340,496	\$ 309,200	Complete	Complete, Fall 2016
WW	MAIN WASTEWATER TREATMENT PLANT	Main WWTP - CDBG Round 1	\$ 85,270,170	\$ 82,961,010	Complete	Certificate of Occupancy issued for the two main buildings. Operations and Maintenance Manual Preparation is in progress. Finalizing accounting.

ISLAND TRANSIT CAPITAL PROJECTS

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
IT1701	ISLAND TRANSIT TECHNOLOGY UPGRADE (STUDY)	Via the Galveston County Transit District, COG has been selected for a technology upgrade project. Install Automatic Vehicle Locators, passenger counter, Wi-Fi, electronic fare media, electronic fareboxes in all Fixed route vehicles.	\$ 167,000	\$ 43,720	Planning	Still in investigative stage. Looking to see if better alternative exists.
19063	SEAWALL TRANSPORTATION STUDY	To conduct analysis, work with stakeholders, and develop a master parking and pedestrian safety plan to improve operations of Seawall Blvd. including but not limited to federal funding, public private partnerships, joint-use facilities, pedestrian crossings, etc.	\$ 200,000	\$ 200,000	Design	Currently, waiting on consultant draft report and presentation to Council. Anticipating for November 2017.
DWNPED 3501	DOWNTOWN LCI II (PEDESTRIAN TRANSIT CONNECT)	To install street furniture, sidewalks, pedestrian scale lighting paid by FTA. Companion TxDOT -TAP project will cover ADA ramps and sidewalk reconstruction/repair.	\$ 172,500	\$ 12,000	Design	Finalizing environmental with TxDOT. Engineers to meet with the Texas Historic Commission December 2017.
TRCARS	TROLLEY CARS (Buses)	Purchase of Trolley buses for Seawall. This will serve as an interim for downtown operations until the rail trolley is repaired.	\$ 810,385	\$ 641,868	Construction	Three buses Delivered, March 2017. Additional bus to be ordered Fall 2017.
IT-104	TROLLEY BARN	Maintenance and Hazard Mitigation - improvements, design, and project management.	\$ 161,844	\$ 161,844	Construction	Temporary water wall up, in case of storm. Expected to be completed next year. Winter 2017.
TRCARS	TROLLEY CARS (Railcars)	Purchase of Trolley rail cars for Seawall.	\$ 1,978,277	\$ 641,868	Construction	Trolleys have been sent off to Iowa for repair.
TRTRAC	TROLLEY TRACK	Rehabilitation of Trolley tracks - testing, inspection, design / project management.	\$ 477,821	\$ 242,125	Construction	95% Complete; 1 switch remaining to be repaired. Estimated completion Winter 2017.
SBIPH2 IT1703	SEAWALL BLVD PHASE 2 IMPROVEMENTS (City's local share)	ADA Compliant, restrooms, landscaping, signage, lighting.	\$ 466,000	\$ 170,512	Construction	90% Complete; 2 restrooms that need to be completed. Estimated completion Spring 2018.
TIGER	TIGER GRANT BUS REPLACEMENT / ACQUISITION (TYPE VII VEHICLES, 4 OR 5)	TxDOT FUNDING 100%	\$ 550,000	\$ -	Complete	Buses Delivered, September 2017.
NWFR2	NEW FREEDOM GRANT	ADA Compliant, sidewalks and curbs	\$ 28,044	\$ 28,543	Complete	Complete, February 2016.

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FACILITIES

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
CH1702	CITY HALL REMODELING	Develop plans to remodel floors in City Hall.	\$ 200,000	\$ -	Planning	Discussions continue for improvements. Anticipated, Fall 2018.
SA1701	PARKING LOT IMPROVEMENTS AT SANITATION	Improvement to existing parking area at the sanitation building by placing concrete pavement in areas of high traffic to protect City equipment and personnel. (FEMA project RE-102. City portion \$95,000.)	\$ 95,000	\$ -	Design	Engineering department finalizing the specifications for bid. Project should begin in Spring 2018.
SW-171	REPLACEMENT OF RECYCLING BUILDING AT ECO-CENTER	Replacement of recycling building damaged by Ike. New office, employee facilities, covered operating area for recycling equipment. FEMA funds and Insurance proceeds.	\$ 202,639	\$ -	Design	Engineering work for the concrete slab is needed. Project should begin in Spring 2018.
CH1701 3050	CITY HALL ROOF PROJECT	Repair and replace clay tile and flat roof on City Hall. Remove antennas, guttering, windows, roof door, rotten decking. Install modified bitumen, copper guttering, window frames, door. Paint and new lighting to protect roof.	\$ 660,000	\$ 544,554	Complete	Complete, December 2017. Accounting to finalize.

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CDBG - NON HOUSING (Outside the 2017 CIP)

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
CTDEMO	30th Street Demo	Demolish two old water tanks at 30th and Ball	\$ 209,145	\$ -	Review	Restoration Plans for the 30th Street Water & Electric Light Station and 30th Street Tank Demolition received September 2017. Plans are being reviewed by Engineering.
CREHAB	Cedars - Pump Station Rehab	Rehabilitate historic Water & Electric Works Building, 30th and Ball	\$ 949,685	\$ -	Review	Restoration Plans for the 30th Street Water & Electric Light Station and 30th Street Tank Demolition received September 2017. Plans are being reviewed by Engineering.
IDEMO	Municipal Incinerator - Demolition	Demolish old municipal incinerator, #3 Lennox Avenue	\$ 1,618,034	\$ 348	Design	Engineering Comments on 30% Design Package provided on September 2017.
ISTUDY	Municipal Incinerator - Study	Develop cleanup plan for incinerator site and surrounding properties on Lennox Avenue	\$ 8,861	\$ -	Design	Engineering Comments on 30% Design Package provided on September 2017.
PWFAC	Public Works Facilities (Bersinger)	Demolish Bersinger Building, Construct new Public Works Facility at same location, 30th & Market Street	\$ 9,031,424	\$ -	Bidding	Plans and Specifications are going through building permit review. Specification comments were provided October 2017. LAN (contractor) revising specifications. Advertisement anticipated Fall 2017.
FS1	Fire Station #1 - with parking	Construct new Fire Station #1 at 26th and Sealy	\$ 9,130,416	\$ -	Pre-Construction	Contract Awarded Sept 2017. Contractor Bonding and paperwork for City Contract Execution in progress (~60 days to mobilization).
CWALK	Cedar - Walkways	Construct new sidewalks, street lights, cross walks, and transit stops in Cedars area neighborhood	\$ 559,831	\$ -	Pre-Construction	Contract Awarded Sept 2017. Contractor Bonding and paperwork for City Contract Execution in progress (~60 days to mobilization).
DFS1	Fire Station #1 - Demolition	Demolish current Fire Station #1 after new station is Constructed	\$ 758,325	\$ -	Pre-Construction	Contract Awarded Sept 2017. Contractor Bonding and paperwork for City Contract Execution in progress (~60 days to mobilization).

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PARKS AND RECREATION PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
IDCSHC	Parks Pkg#2 - SANDHILL COMPLEX	Permanent restroom facilities, general improvements, landscaping.	\$ 3,615,000	\$ 74,572	Planning	Awaiting design and funding, upon completion of Little League Complex.
IDCLLC	Parks Pkg#2 - LITTLE LEAGUE COMPLEX (53RD & S)	Clear property for public park purpose and events. Amateur/Professional sports, etc.	\$ 4,675,000	\$ 1,005,229	Construction	Construction underway. Anticipated project completion, Summer 2018.
IDCPPM	PARKS PROJECT MANAGEMENT	Payroll for management of projects - ongoing cost by year	\$ 75,000	\$ 35,882	Project Mgmt.	Payroll allocated to projects as project manager continues to work on projects throughout the year.
LASKER	LASKER COMMUNITY POOL PROJECT	Community Swimming Pool	\$ 4,456,000	\$ 4,136,299	Complete	Complete, August 2017. Punch list items to be addressed Winter 2017. Accounting to finalize.
IDCPP1	Parks Pkg#1 - Kempner Fountain, Pony Colt, Adoue Park	Adoue Park, Kempner Fountain, Pony Colt	\$ 341,603	\$ 341,603	Complete	Complete, March 2016. 1) Kempner Park Fountain, complete March 2017; 2) Pony Colt, complete March 2017; 3) Adoue Park.
IDCWCP	Parks Pkg#1 - WCP 718-41ST ST	Wright Cuney Park	\$ 188,452	\$ 188,452	Complete	Complete, March 2016
IDCLPB	Parks Pkg#1 - LINDALE PARK - 4TH STREET	Resurfaced tennis courts, lighting improvement, fencing, ball field lighting, and dog park improvements.	\$ 83,986	\$ 83,986	Complete	Complete, March 2016
IDCMP	Parks Pkg#1 - MENARD PARK - 2222 28th Street	Playground equipment. Picnic tables	\$ 230,847	\$ 230,847	Complete	Complete, January 2016
IDCFM	Parks Pkg#1 - FEMA MATCH for City's Local Share	Local Share for Hurricane Ike Projects remaining	\$ 36,184	\$ 36,184	Complete	FEMA projects for parks, March 2016
IDCWPK (WASHPK)	LEE & JOE JAMAIL PARK	Previous known as Washington Park. Any remaining IDC funds after completion of construction is designated to go to the Community Swimming Pool LAKSER	\$ 530,000	\$ 530,000	Complete	Complete, December 2016

IDC - BEACH NOURISHMENT, ECONOMIC DEVELOPMENT & INFRASTRUCTURE PROGRAM

PROJECT NO. (Beaches)	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
IDCSWR	SEAWALL REMEDIATION 2	10th to 61st Seawall Remediation 2 (GLO/Park Board)	\$ 792,892	\$ 792,892	Complete	Demobilization. Project complete, Summer 2017.
IDCSAN	SAND MANAGEMENT PLAN	Plan to manage the coastline	\$ 90,000	\$ 90,000	Complete	Demobilization. Project complete, Summer 2017.

PROJECT NO. (EconDev)	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
IDCLB	LAND BANK	Infill Redevelopment project	\$ 250,000	\$ -	Planning	Ongoing meetings with IDC on Landbank Concept
ST1705 (IDC45)	45th STREET CORRIDOR	Repaving 45th Street from Broadway to Seawall Boulevard. Engineering.	\$ 1,100,000	\$ -	Design	Design in 30%.
WEMA	WEST MARKET - 25TH to 33RD	Improvements to West Market Street. Engineering.	\$ 150,000	\$ -	Design	Design in 90%. Construction advertisement planned March 2018.
IDCMAR	MARITIME IMPACT ASSESSMENT (E/D)	Maritime Economic Development Impact Study	\$ 100,000	\$ 75,956	Complete	Complete, Summer 2017.

PROJECT NO. (Infrastr.)	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
IDCHAR	HARBORSIDE DR IMPROVEMENT PROJECT	Pedestrian Safety and beautification project	\$ 350,000	\$ 153,704	Design	60% Design being advanced to the next phase. Advertisement planned February 2018.
IDC27	27TH CORRIDOR	Redevelopment. Improve infrastructure, pedestrian safety, bicycle, streets, parking, etc.	\$ 1,943,000	\$ 1,201,134	Construction	Project in Construction; Phase II - 27th Street Engineering Design being done in-house with Landscape Consultant. Due to Hurricane Harvey, delays lighting/electrical until Summer 2018 by Centerpoint.
IDCSCC	SIDEWALK & CURB CREW	Improvements to Sidewalks/Curbs. Residents to pay for materials.	\$ 969,000	\$ 890,259	Construction	Recurring and Ongoing. In-house Construction.

CITY OF GALVESTON
CAPITAL IMPROVEMENT PLAN - STATUS UPDATE
FY 2017 - 4TH QUARTER - 9/30/2017

SCHOLES INTERNATIONAL AIRPORT

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2017 STATUS
A1604	AIRPORT FENCING PROJECT	Construction of Airport Perimeter Fence. 90/10 TxDOT Aviation Grant (1812 GLVST)	\$ 690,000	\$ 69,000	Bid Phase	Bid opening on October 5, 2017.
A1603	ARCHITECTURAL & ENGINEERING SERVICES FOR SCHOLES INTERNATIONAL AIRPORT (RFQ 16-02)	Design FY 17, 18, 19 Projects. All Taxiways, Runway 14/32 and North Aprons 3 & 4. This is a TxDOT reimbursable project. (Garver LLC)	\$ 300,000	\$ 223,640	Design	Design 75% complete. FY 2017 Fencing Design 100% complete; FY 2018 Taxiway & North Apron 3 Design 81% complete; 2019 Runway 14/32 & North Apron 4 Design, 73% complete
A1701	HANGAR CONSTRUCTION PROJECT	Construction of three hangars, consisting of a 9-unit nested T-hangar and two, 60' x 60' box hangars.	\$ 800,000	\$ 23,786	Engineering & Design	Anticipate bidding Fall 2018.
AP16HS	AP RIM STUDY - Hot Spots	Study to determine ways to reduce a hazardous airfield intersection on the airport	\$ 17,020	\$ 15,989	Complete	Final Report approved by the FAA in August 2017.
A1703	AIRPORT TERMINAL ROOF	Roof replacement project. AP9106 insurance proceeds.	\$ 145,170	\$ 158,910	Complete	Complete, September 2017.
SRIA02	AP-112A Scholes International Roads - IKE	FEMA Project for International Airport Roads. Striping of the Airport roads.	\$ 153,104	\$ 17,983	Complete	Complete, March 2017.
SRIA06	AP-142 Scholes International AP Roads - IKE	FEMA Project for International Airport Roads. Striping of the Airport roads.	\$ 171,721	\$ 160,576	Complete	Complete, March 2017.
SRIA07	AP-136 Scholes International Roads - IKE	FEMA Project for International Airport Roads. Striping of the Airport roads.	\$ 344,676	\$ 376,664	Complete	Complete, March 2017.
SRIA08	AP-141 Scholes International Roads - IKE	FEMA Project for International Airport Roads. Striping of the Airport roads.	\$ 126,204	\$ 115,059	Complete	Complete, March 2017.

CITY OF GALVESTON

CASH RECONCILIATION REP

per ADOPTED BUDGET 2017

AS OF SEPTEMBER 30, 2017 (as of

(2 pages)

Department: Fund Description:	COUNCIL	IDC			PUBLIC IMPROVEMENT 2017 G.O. Bonds	STREETS / TRAFFIC	DRAINAGE	AIRPORT
	PROJECTS & INITIATIVES PRG.	BEACHES	ECON DEV	PARKS				
Fund #:	1098	3190	3191	3192	3193	3217	44102	43302
CASH RECONCILIATION								
Beginning Balance, Oct 1, 2016	\$2,839,543	\$3,168,991	\$4,153,701	\$3,600,400	\$4,341,978	\$0	\$1,710,612	\$0
Add: Interest FY 2017	\$ 12,570.78	\$16,623	\$22,082	\$23,040	\$23,200	\$61,307	\$3,496	\$591
Add: FY 2017 Transfers / Revenues / Other Sources	\$0	\$1,266,454	\$1,266,454	\$1,266,454	\$1,266,454	\$25,000,000	\$0	\$1,272,909
CASH, TOTAL RESOURCES	\$2,852,114	\$4,452,068	\$5,442,238	\$4,889,894	\$5,631,632	\$25,061,307	\$1,714,109	\$1,273,499
Less: YTD Expenditures	(\$1,061,791)	(\$649,947)	(\$213,779)	(\$988,659)	(\$1,879,086)	(\$1,102)	(\$658,760)	(\$399,417)
Less: FY17 Payables & Adjustments	\$ 34,640.54	(\$181,866)	\$496	\$551,568	\$428,056	\$0	(\$669,012)	\$19,306
CASH, ENDING BALANCE	\$1,824,964	\$3,620,254	\$5,228,955	\$4,452,803	\$4,180,603	\$25,060,204	\$386,337	\$893,389

BUDGET RECONCILIATION										
CASH, ENDING BALANCE		\$1,824,964	\$3,620,254	\$5,228,955	\$4,452,803	\$4,180,603	\$25,060,204	\$5,093,445	\$386,337	\$893,389
Less: FY18 Payables	\$	(32,372.54)	(\$4,147)	(\$3,870)	(\$311,662)	(\$432,830)	\$0	(\$564,912)	(\$6,817)	(\$19,306)
Less: Encumbered		(\$197,211)	(\$89,244)	(\$1,155,878)	(\$3,096,936)	(\$1,387,947)	(\$294,000)	(\$1,813,525)	(\$200,420)	(\$83,869)
Less: Unencumbered		(\$1,595,380)	(\$236,119)	(\$332,449)	(\$860,228)	(\$476,643)	(\$4,808,423)	(\$2,541,233)	(\$62,420)	(\$753,085)
AVAILABLE FY 2017		\$0	\$3,290,744	\$3,736,758	\$183,977	\$1,883,183	\$19,957,782	\$73,777	\$116,680	\$37,129

**CITY OF GALVESTON
CASH RECONCILIATION REPORT
per ADOPTED BUDGET 2017
AS OF SEPTEMBER 30, 2017 (as of
(2 pages)**

Department:	WATER			SEWER			TOTAL		
	Fund Description:		2017 CO Bonds	2008 Bonds	2006 Bonds	2017 CO Bonds			
	Water Improve	2006 Bonds							
Fund #:	40102	40111	40115	40117	42102	42111	42115	42117	ALL FUNDS
CASH RECONCILIATION									
Beginning Balance, Oct 1, 2016									
	\$2,069,435	\$98,709	\$379,219	\$0	\$3,776,117	\$1,202	\$4,351,708	\$0	\$34,174,084
Add: Interest FY 2017									
	\$12,393	\$268	\$1,034	\$86,087	\$17,580	\$3	\$21,187	\$74,293	\$392,714
Add: FY 2017 Transfers / Revenues / Other Sources									
	(\$233,272)	\$0	\$0	\$18,900,000	\$1,699,000	\$0	\$0	\$16,100,000	\$70,409,303
CASH, TOTAL RESOURCES									
	\$1,848,556	\$98,976	\$380,253	\$18,986,087	\$5,492,697	\$1,205	\$4,372,895	\$16,174,293	\$104,976,102
Less: YTD Expenditures									
	\$2,059,726	(\$68,541)	(\$222,124)	(\$913,295)	(\$1,352,374)	(\$1,205)	\$0	\$0	(\$8,022,186)
Less: FY17 Payables & Adjustments									
	(\$44,215)	\$14,319	\$6,694	\$501,271	(\$77,013)	\$0	\$0	\$0	\$1,045,244
CASH, ENDING BALANCE									
	\$3,864,066	\$44,754	\$164,822	\$18,574,064	\$4,063,310	\$0	\$4,372,895	\$16,174,293	\$97,999,159

BUDGET RECONCILIATION										
CASH, ENDING BALANCE	\$3,864,066	\$44,754	\$164,822	\$18,574,064	\$4,063,310	\$0	\$4,372,895	\$16,174,293	\$97,989,159	
Less: FY18 Payables	(\$59,315)	\$	(14,319.36)	(\$48,466)	\$	(501,271.37)	\$	(38,294.21)	\$0	(\$2,137,582)
Less: Encumbered	(\$268,315)		(\$30,435)	(\$116,357)		(\$1,753,631)		(\$2,316,489)	\$0	(\$13,054,256)
Less: Unencumbered	(\$2,686,228)		\$0	\$0		(\$551,834)		(\$944,289)	\$0	(\$29,076,742)
AVAILABLE FY 2017	\$850,208	\$0	\$0	\$0	\$15,767,327	\$864,239	\$0	\$364,421	\$6,604,354	\$53,730,579

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
COUNCIL PROJECTS & INITIATIVE FUND 1098
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 2,839,543.40	Cash, Ending 9/30/2017	\$ 1,824,964.02
FY 2017: Interest	\$ 12,570.78	FY 2017: Transfers	\$ -
FY 2017: Other	\$ -	FY 2018: Payables	\$ (32,372.54)
Total Cash Resources	\$ 2,852,114.18	Total Cash/Budget	\$ 1,792,591.48
Less: Expenditures	\$ (1,061,790.70)	Less: Encumbered	\$ (197,211.49)
Less: Payables	\$ 34,640.54	Less: Unencumbered	\$ (1,595,379.91)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 1,824,964.02	Available FY 2017	0

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
DISTRICT 1							
D1 - STREET IMPROVEMENTS	2017	19301	227,000	226,081	1,300	227,381	(381)
D1 - WRIGHT CUNNEY SHADE STRUCTURE	2017	D11701	150,000	0	150,000	150,000	0
D1 - CENTRAL MIDDLE SCHOOL SIDEWALK	2017	D11702	25,000	0	0	0	25,000
DISTRICT 2							
D2 - 27th STREET ENGINEERING	2017	19302	89,813	36,396	18,605	55,000	34,813
D2 - CODE ENFORCEMENT OVERTIME	2017	D21704	75,000	34,031	0	34,031	40,969
D2 - SAN JACINTO SHADE STRUCTURE	2017	D21705	105,178	105,178	0	105,178	0
D2 - MENARD PARK TABLES	2017	D21706	7,949	0	0	0	7,949
D2 - BANNER SILK STOCKING	2017	D21707	20,000	0	0	0	20,000
DISTRICT 3							
D3 - LINDALE PARK PLAYGROUND EQUIP	2017	19303	27,307	0	27,307	27,307	0
D3 - LINDALE PARK WALKING TRAIL	2017	D31701	175,000	0	0	0	175,000
D3 - LINDALE PARK SHADE STRUCTURES	2017	D31702	22,183	0	0	0	22,183
DISTRICT 4							
D4 - STREET IMPROVEMENTS	2017	19304	371,352	137,364	0	137,364	233,988
DISTRICT 5							
D5 - CHANNELVIEW SIDEWALK/CURBS	2017	D51701	118,000	0	0	0	118,000
D5 - COLONY PARK SIDEWALK/CURBS	2017	D51702	30,000	0	0	0	30,000
D5 - 77TH STREET LIGHT IMPROVEMENTS	2017	D51703	7,064	0	0	0	7,064
DISTRICT 6							
D6 - STREET IMPROVEMENTS	2017	19306	190,550	189,639	0	189,639	911
PROJECT MANAGEMENT							
PROJECT MANAGEMENT	2017	1930PM	148,954	88,451	0	88,451	60,503
CLOSED PROJECTS							
D2 - MENARD PARK SHADE STRUCTURE	2017	D21701	74,736	74,736	0	74,736	0
D2 - STREET LIGHT IMPROVEMENTS	2017	D21702	18,038	18,038	0	18,038	0
D2 - SIGNS	2017	D21703	2,072	2,072	0	2,072	0
D4 - LASKER POOL CONTRIBUTION	2017	D41701	50,000	50,000	0	50,000	0
D5 - STREET IMPROVEMENTS	2017	19305	99,806	99,806	0	99,806	(0)
AVAILABLE TO APPROPRIATE BY DISTRICT							
D1			68,908	0	0	0	68,908
D2			83,123	0	0	0	83,123
D3			246,196	0	0	0	246,196
D4			0	0	0	0	0
D5			134,883	0	0	0	134,883
D6			286,270	0	0	0	286,270
TOTAL BUDGET (established)			\$2,854,382	\$1,061,791	\$197,211	\$1,259,002	\$1,595,380

Note: This fund includes the Downtown Parking funding and Old IDC funding.

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC BEACH NOURISHMENT FUND 3190
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 3,168,990.67	Cash, Ending 9/30/2017	\$ 3,620,254.13
FY 2017: Interest	\$ 16,622.95	FY 2017: Transfers	\$ -
FY 2017: 4B Sales Tax (\$1,287,500)	\$ 1,266,454.10 <i>Actual</i>	FY 2018: Payables	\$ (4,147.29)
Total Cash Resources	\$ 4,452,067.72	Total Cash/Budget	\$ 3,616,106.84
Less: Expenditures	\$ (649,947.49)	Less: Encumbered	\$ (89,244.13)
Less: Payables	\$ (181,866.10)	Less: Unencumbered	\$ (236,118.84)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 3,620,254.13	Available FY 2017	3,290,744

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
EXPENSE REIM - COASTAL SURVEY	2017	OPEXP	0	(60,382)	0	0	0
EXPENSE REIM - GLO FOR BABE'S BEACH	SEP 2017		0	(323,968)	0	0	0
2017 - OPERATING EXPENDITURES	2017	OPEXP	389,969	214,606	89,244	303,850	86,119
DELLANERA BEACH REMEDIATION	<i>pending approval</i>	IDCDEL	150,000	0	0	0	150,000
CLOSED PROJECTS (Finalizing Accounting)							
SEAWALL RENOURISHMENT - (GLO / PB)	11/21/2013	IDCSWR	792,192	792,192	0	792,192	0
SAND MANAGEMENT PLAN	2017	IDCSAN	90,000	90,000	0	90,000	0
EXPENSE REIM - REFUND SEAWALL DREDGE PROJECT			0	(62,500)	0	0	0
TOTAL BUDGET (established)			\$1,422,161	\$649,947	\$89,244	\$1,186,042	\$236,119

**CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC ECONOMIC DEVELOPMENT FUND 3191
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)**

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 4,153,701.32	Cash, Ending 9/30/2017	\$ 5,228,954.73
FY 2017: Interest	\$ 22,082.39	FY 2017: Transfers	\$ -
FY 2017: 4B Sales Tax (\$1,287,500)	\$ 1,266,454.10	FY 2018: Payables	\$ (3,870.00)
Total Cash Resources	\$ 5,442,237.81	Total Cash/Budget	\$ 5,225,084.73
Less: Expenditures	\$ (213,778.91)	Less: Encumbered	\$ (1,155,877.86)
Less: Payables	\$ 495.83	Less: Unencumbered	\$ (332,449.23)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 5,228,954.73	Available FY 2017	3,736,758

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
2017 OPERATING BUDGET	2017	OPEXP	270,332	175,505	12,378	187,883	82,449
45TH ST - BROADWAY TO SEAWALL	MAR 2017	ST1705	1,100,000	0	1,100,000	1,100,000	0
INFILL REDEVELOPMENT PROJECT	2016	IDCLB	250,000	0	0	0	250,000
WEST MARKET 25TH to 33RD (1)	MAR 2017	WEMA	43,500	0	43,500	43,500	0
CLOSED PROJECTS (Finalizing Accounting)							
MARITIME IMPACT ASSESSMENT	MAR 2016	IDCMAR	75,956	75,956	0	75,956	0
EXPENSE REIM - MARITIME IMPACT ASSESSMENT		IDCMAR	(37,682)	(37,682)		(37,682)	0
TOTAL BUDGET (established)				\$213,779	\$1,155,878	\$1,369,657	\$332,449

(1) IDC approved \$150,000 for WEMA

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC PARKS & RECREATION FUND 3192
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 3,600,399.96	Cash, Ending 9/30/2017	\$ 4,452,803.14
FY 2017: Interest	\$ 23,040.13	FY 2017: Transfers	\$ -
FY 2017: 4B Sales Tax (\$1,287,500)	\$ 1,266,454.10	FY 2018: Payables	\$ (311,661.75)
Total Cash Resources	\$ 4,889,894.19	Total Cash/Budget	\$ 4,141,141.39
Less: Expenditures	\$ (988,659.36)	Less: Encumbered	\$ (3,096,935.95)
Less: Payables	\$ 551,568.31	Less: Unencumbered	\$ (860,228.20)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 4,452,803.14	Available FY 2017	183,977

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
2017 OPERATING BUDGET	2017	OPEX	95,332	84,505	369	84,874	10,458
LASKER COMMUNITY POOL - TRANSFER to Fund 1094	6/23/2016	LASKER	250,000	250,000	0	250,000	0
PARKS PROJECT MGMT	5/10/2012	IDCPPM	20,912	3,571	0	3,571	17,342
PARKS PACKAGE #2							
LITTLE LEAGUE COMPLEX - 53RD & AVE S	2/26/2015	IDCLLC	4,509,053	752,707	2,940,160	3,692,867	816,187
SANDHILL CRANE SOCCER PROJECT	2/26/2015	IDCSHC	20,029	16,300	426	16,726	3,303
LASKER COMMUNITY POOL - Construction & Proj Mgmt	6/23/2016	LASKER	766,615	597,696	155,981	753,677	12,939
CLOSED PROJECTS (Finalizing Accounting)							
<i>Parks Package #1</i> (Adoue, Fountain, Pony Colt, relocate equip) + (toddler equip)	3/1/2016	IDCPP1	251,536	251,536	0	251,536	0
LEE & JOE JAMAIL PARK (Washington Park)	2016	IDCWPK	(967,655)	(967,655)	0	(967,655)	0
TOTAL BUDGET (established)			\$5,661,943	\$988,659	\$3,096,936	\$4,085,595	\$860,228

**CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC INFRASTRUCTURE FUND 3193
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)**

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 4,341,977.90	Cash, Ending 9/30/2017	\$ 4,180,602.92
FY 2017: Interest	\$ 23,200.10	FY 2017: Transfers	\$ -
FY 2017: 4B Sales Tax (\$1,287,500)	\$ 1,266,454.11	FY 2018: Payables	\$ (432,830.00)
Total Cash Resources	\$ 5,631,632.11	Total Cash/Budget	\$ 3,747,772.92
Less: Expenditures	\$ (1,879,085.57)	Less: Encumbered	\$ (1,387,946.94)
Less: Payables	\$ 428,056.38	Less: Unencumbered	\$ (476,642.71)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 4,180,602.92	Available FY 2017	1,883,183

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
2017 OPERATING BUDGET	2017	OPEXP	95,332	84,505	369	84,874	10,458
PROJECT MGMT		IDCNRP	29,689	664	0	664	29,025
HARBORSIDE DRIVE DESIGN	2012	IDCHAR	200,496	87,326	5,800	93,126	107,370
27TH CORRIDOR	2014	IDC27	2,862,866	1,292,836	1,381,778	2,674,614	188,252
SIDEWALK CURB CREW - salary reim	2016	IDCSCC	396,785	292,850	0	292,850	103,935
SIDEWALK CURB CREW - vehicle	2016	IDCSCC	65,856	58,772	0	58,772	7,084
SIDEWALK CURB CREW - materials	2016	IDCSCC	120,000	89,481	0	89,481	30,519
SIDEWALK CURB CREW - project mgmt		IDCSCC	0	246	0	246	0
SIDEWALK CURB CREW - resident reim	2016	IDCSCC	(120,000)	(27,595)	0	(27,595)	0
NEIGHBORHOOD REVITAL - MAYOR	(1)	IDCMRP	25,000	0	0	0	0
TOTAL BUDGET (established)			\$3,676,024	\$1,879,086	\$1,387,947	\$3,267,033	\$476,643

(1) Council approved 7/11/2013. Funding is IDC Infrastructure silo of \$1.4M. (6 Districts + Mayor)

**CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
2017 GO BONDS FUND 3217
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)**

Cash Reconciliation

Cash, Beginning Balance Oct 1, 2016	\$ -
FY 2017: Interest	\$ 61,306.56
FY 2017: Proceeds from Bonds sale, 2017	\$ 25,000,000.00
Total Cash Resources	\$ 25,061,306.56
Less: Expenditures	\$ (1,102.38)
Less: Payables	\$ -
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 25,060,204.18

Budget Reconciliation

Cash, Ending 9/30/2017	\$ 25,060,204.18
FY 2017: Transfers	\$ -
FY 2018: Payables	\$ -
Total Cash/Budget	\$ 25,060,204.18
Less: Encumbered	\$ (294,000.00)
Less: Unencumbered	\$ (4,808,422.62)
Available FY 2017	19,957,781.56

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
DRAINAGE PROJECTS							
STORM DRAIN REHAB & INSPECTION	AUG 2017	D1608	1,500,000	0	294,000	294,000	1,206,000
62ND & 63RD AVENUE L IMPROVEMENTS		DAVENL	223,025	0	0	0	223,025
33RD - BROADWAY TO HARBORSIDE		ST1605	500,000	289	0	289	499,711
STREET PROJECTS							
26TH - AVE N TO BROADWAY	SEP 2017	ST1503	539,800	814	0	814	538,986
REPLACEMENT OF STRAND PAVERS		ST1704	430,000	0	0	0	430,000
29TH - CHURCH TO HARBORSIDE		ST1604	590,950	0	0	0	590,950
73RD - HEARDS LANE TO AVE N 1/2		ST1702	1,319,750	0	0	0	1,319,750
							0
TOTAL BUDGET (established)	TOTAL BUDGET (established)			\$5,103,525	\$1,102	\$294,000	\$295,102
							\$4,808,423

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
INFRASTRUCTURE & DEBT SERVICE FUND 3199
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation

Cash, Beginning Balance Oct 1, 2016	\$ 3,682,468.97
FY 2017: Interest	\$ 16,958.80
FY 2017: Other	\$ -
FY 2017: Transfer from GF	\$ 2,604,850.00
Total Cash Resources	\$ 6,304,277.77
Less: Expenditures	\$ (1,671,831.40)
Less: Payables	\$ 460,998.94
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 5,093,445.31

Budget Reconciliation

Cash, Ending 9/30/2017	\$ 5,093,445.31
FY 2017: Transfer In	\$ -
FY 2018: Payables	\$ (664,911.60)
FY 2017: TIRZ14 A/F	\$ -
Total Cash/Budget	\$ 4,428,533.71
Less: Encumbered	\$ (1,813,524.70)
Less: Unencumbered	\$ (2,541,232.50)
Available FY 2017	73,777

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
REIMBURSEMENT FOR EQUIP - HURRICANE IKE	DEC 2016	CG-102	(74,923)	(74,923)	0	(74,923)	0
REIMBURSEMENT FOR SIDEWALK 81ST TO SAND HILL (TIRZ14)	AUG 2017	SR81SH	0	(10,000)	0	(10,000)	0
ADVANCED FUNDING FOR TRAVEL AIR BRIDGE (TIRZ14)	2017	ST1620		(1,054,385)	0	(1,054,385)	0
ADVANCED FUNDING FOR 83RD ST - DRAIN&ROAD (TIRZ14)	SEPT 2017	ST1805	0	(85,443)	0	(85,443)	0
DUE TO OUTSIDE AGENCY - IKE (208531)	2017	ST-102	0	46,749	0	46,749	0
PROJECT MANAGEMENT COSTS	2017			71,787	0	71,787	0
STREET PROJECTS - NEW 2017							
25TH - BROADWAY TO SEAWALL	JUL 2017	ST1701	553,000	0	357,327	357,327	195,673
73RD - HEARDS LANE TO AVE N 1/2	MAY 2017	ST1702	175,000	104,614	70,386	175,000	0
REPLACEMENT OF STRAND PAVERS	DEC 2016	ST1704	100,000	75,799	22,200	97,999	2,001
61ST & SEAWALL - INTERSECTION IMPROVEMENTS		ST1706	35,000	0		0	35,000
IN HOUSE STREETS - CAPITAL PROJECTS	OCT 2016	ST1706	464,260	229,936	2,080	232,016	232,244
SEAWALL (TXDOT) Local Share	JUL 2017	ST1709	400,000	35,376	139,464	174,840	225,160
STREET PROJECTS - ROLLOVER 2016							
29TH ST - BROADWAY TO SEALY	1/14/2016	ST1603	42,090	136	2,640	2,776	39,314
33RD ST - BROADWAY TO HARBORSIDE	1/14/2016	ST1605	331,606	314	11,360	11,674	319,932
VARIOUS INTERSECTIONS LOCATED IN THE CITY	ROLL 2017	ST1631	115,000	0	0	0	0
TRAFFIC PROJECTS - ROLLOVER 2016							
CAUSEWAY LIGHTING REHABILITATION	DEC 2016	TR1702	270,000	213,241	11,759	225,000	45,000
TRAFFIC SIGNS LED Phase I (Broadway corridor)	JAN 2017	TR1604	112,000	112,000	0	112,000	0
DRAINAGE PROJECTS							
SEA ISLE DRAINAGE	9/22/2016	DRSEAD	933,433	562,188	30,205	592,393	341,041
REHAB OF FORCE MAINS - 23RD	MAR 2017	ST603	27,660	4,658	23,002	27,660	0
INSPECTION OF STORM SEWER OUTFALLS	DEC 2016	D1702	250,000	47,564	202,436	250,000	0
GRANTS, FEMA, TIRZ, TXDOT							
ROADWAY RECONSTRUCTION / REPAIR	11/21/2013	RDWYP	25,170	4,797	20,374	25,170	(0)
SIDEWALK 81ST TO SAND HILL - STEWART (TIRZ14)	8/14/2014	SR81SH	682,131	566,867	27,894	594,761	87,370
83RD ST - DRAIN & ROADWAY (TIRZ14)	2017	ST1805	85,443	0	0	0	85,443
TRAVEL AIR BRIDGE PROJECT (TIRZ 14)	CM 9/10/15	ST1620	1,226,956	309,333	884,568	1,193,901	33,055
OTHER 2017							
FIRE HYDRANTS (HURRICANE IKE) (1)	SEP 2017	FD-132	900,000	0	0	0	900,000
PROJECT PHASE COMPLETE 2017							
29TH ST - CHURCH TO HARBORSIDE (design)	2/25/2016	ST1604	13,050	5,220	7,830	13,050	0
CLOSED PROJECT 2017 (Finalizing Accounting)							
19TH - HARBORSIDE TO BROADWAY	3/24/2016	ST1501	100,980	100,980	0	100,980	0
41ST - AVE L TO SEAWALL	3/24/2016	ST1502	92,811	92,811	0	92,811	0
AVENUE T & HALF - 57TH TO 61ST STREET	9/22/2016	ST1606	280,543	280,543	0	280,543	0
WEST TO GULF DRIVE	CIP 2016	ST1616	19,148	19,148	0	19,148	0
EMERGENCY - 25TH ST & STRAND	DEC '16	ST1708	12,522	12,522	0	12,522	0
TOTAL BUDGET (established)			\$7,172,880	\$1,671,831	\$1,813,525	\$3,485,356	\$2,541,233

(1) FEMA has approved expenditures for the improvement of the City's fire hydrants as FEMA eligible; however, it is not likely that FEMA will approve grant cash being drawn to cover the project until other FEMA funding issues are resolved. In the interim, local funds will have to be appropriated to fund this project in the amount shown.

**CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
DRAINAGE IMPROVEMENT FUND 44102
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)**

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 1,710,612.39	Cash, Ending 9/30/2017	\$ 386,336.79
FY 2017: Interest	\$ 3,496.27	FY 2017: Other	\$ -
FY 2017: Transfers	\$ -	FY 2018: Payables	\$ (6,817.17)
Total Cash Resources	\$ 1,714,108.66	Total Cash/Budget	\$ 379,519.62
Less: Expenditures	\$ (658,760.02)	Less: Encumbered	\$ (200,420.25)
Less: Payables	\$ (669,011.85)	Less: Unencumbered	\$ (62,419.56)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 386,336.79	Available FY 2017	116,680

Note: Adopted Budget 2017 - Transfer from Operations to Improvement \$270,000. This transfer did not occur in efforts to build the Operations fund balance.

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
NEW PROJECTS 2017							
11 MILE RD DRAINAGE (1)	push FY2019	D1601	20,000	0	0	0	0
ROLLOVER PROJECTS 2016							
62ND & 63RD AVENUE L IMPROVEMENTS	1/23/2014	DAVENL	1,770	422	0	422	1,348
SEA ISLE DRAINAGE - ENGINEERING	4/9/2015	DRSEAD	37,783	37,497	286	37,783	0
DRAINAGE - STORM WATER MANAGEMENT (teeq)	2008	DSTORM	64,626	4,487	58,623	63,110	1,516
STORM DRAINAGE REHAB & INSPECTION	7/28/2016	D1608	300,000	262,548	0	262,548	37,453
HARBORSIDE DRIVE OUTFALL	9/19/2013	DHDOUT	508,215	344,600	141,511	486,111	22,103
CLOSED PROJECT 2017 (Finalizing accounting)							
INLET AND LATERAL UPSIZING	9/19/2013	DINLET	0	0	0	0	0
19TH - HARBORSIDE TO BROADWAY	3/24/2016	ST1501	9,207	9,207	0	9,207	0
TOTAL BUDGET (established)			\$932,393	\$658,760	\$200,420	\$849,974	\$62,420

(1) Project will push to FY2019, per Adopted CIP 2018-2022.

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
AIRPORT IMPROVEMENT FUND 43302
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ -	Cash, Ending 9/30/2017	\$ 893,389.25
FY 2017: Interest	\$ 590.77	FY 2017: Transfer from Ops	\$ -
FY 2017: Transfer In -- Insurance Proceeds, TIRZ14, Operating	\$ 1,272,908.69 (1)	FY 2018: Payables	\$ (19,306.32)
Total Cash Resources	\$ 1,273,499.46	Total Cash/Budget	\$ 874,082.93
Less: Expenditures	\$ (399,416.53)	Less: Encumbered	\$ (83,868.50)
Less: Payables	\$ 19,306.32	Less: Unencumbered	\$ (753,084.97)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 893,389.25	Available FY 2017	37,129

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS 2017							
HANGAR IMPROVEMENTS (TIRZ14)	MAR 2017	A1701	800,000	25,202	25,399	50,600	749,400
TERMINAL ROOF	FEB 2017	A1703	145,170	141,485	0	141,485	3,685
AIRPORT FENCING IMPROVEMENTS	JUL 2017	A1604	69,000	69,000	0	69,000	0
GRANT - Due from TXDOT							
TXDOT - DESIGN FOR TAXI / RUN WAYS, FENCE (Garver)	2016	A1603	222,200	163,730	58,470	222,200	0
TOTAL BUDGET (established)			\$1,236,370	\$399,417	\$83,869	\$483,285	\$753,085

(1) Transfer In - Insurance includes proceeds from insurance from Hurricane Ike \$567,677. Transfer In - Operating includes \$83,032 (Roof), TXDOT \$222,200 (Garver LLC Taxiways), and TIRZ14 \$400,000 (Hangars).

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS IMPROVEMENT FUND 40102
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 2,069,435.30
FY 2017: Interest	\$ 12,392.52
FY 2017: Transfers** & Due from FD-132	\$ (233,272.00)
Total Cash Resources	\$ 1,848,555.82
Less: Expenditures	\$ 2,059,725.71
Less: Payables	\$ (44,215.46)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 3,864,066.07

Budget Reconciliation	
Cash, Ending 9/30/2017	\$ 3,864,066.07
FY 2017: Other	\$ -
FY 2018: Payables	\$ (59,314.57)
Total Cash/Budget	\$ 3,804,751.50
Less: Encumbered	\$ (268,315.20)
Less: Unencumbered	\$ (2,686,228.21)
Available FY 2017	850,208

**Adopted Budget 2017 - Transfer from Operations to Improvement \$2,720,410

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
DUE FROM FEMA (FIRE HYDRANTS FD-132)	2017	WFIRHY	0	(1,660,724)	(1)	(1,660,725)	0
DUE FROM FEMA (FIRE HYDRANTS FD-132)	2017	WFIRHY	0	(1,292,958)	0	(1,292,958)	0
NEW PROJECTS 2017							
FIRE HYDRANTS (HURRICANE IKE) (1)	SEP 2017	FD-132	1,000,000	220	0	220	999,780
WELL DISINFECTING / FLUSHING	MAY 2017	W1701	490,000	35,200	21,500	56,700	433,300
AIRPORT PS AND CONTROLS UPGRADE	<i>push 2018</i>	W1703	240,000	0	0	0	240,000
8" WL - 30TH ST ROW & MARKET	InHouse	W1706	318,100	31,374	10,227	41,601	276,500
METER REGISTERS	FEB 2017	W1708	350,000	263,873	86,127	350,000	0
61st STREET BRIDGE WATERLINE	JUN 2017	W1709	225,560	10,988	2,672	13,660	211,900
CONTINGENCY		WCONT	0	0	0	0	0
ROLLOVER PROJECTS - NEW FUNDS 2017							
REHAB - WELLS - 9, 11	<i>push 2018</i>	WWELLS	510,000	0	0	0	510,000
ROLLOVER PROJECTS 2016							
REHAB - 30" 1890 WATERLINE	8/11/2016	W1605	369,549	252,685	116,804	369,489	60
GULF DRIVE - 6" WATERLINE	1/14/16	W1608	79,124	67,670	11,453	79,123	0
WATER MASTER PLAN	3/24/2016	W1615	71,205	68,625	2,580	71,205	0
WATER SYSTEM IMPROVEMENTS / VALVES	CIP 2016	W1618	842,854	263	0	263	0
HMPG - 59TH STREET PUMP STATION	2/13/2014	W59PMP	94,156	62,514	16,954	79,468	14,688
CLOSED PROJECTS 2017 (Finalizing accounting)							
IMPACT STUDY FEE - Dec 2016	9/3/2013	WSIMPA	1,954	1,954	0	1,954	0
REMOVAL OF 12" WL TO PELICAN ISLAND	CM 2016	W1613	89,371	89,371	0	89,371	0
REHAB - WELLS - 6A, 10, 13	2016	WWELLR	0	0	0	0	0
REHAB - WELLS - 2A, 16, 17	2016	WWELLT	9,219	9,219	0	9,219	0
TOTAL BUDGET (established)			\$4,691,091	(\$2,059,726)	\$268,315	(\$1,791,411)	\$2,686,228

(1) FEMA has approved expenditures for the improvement of the City's fire hydrants as FEMA eligible; however, it is not likely that FEMA will approve grant cash being drawn to cover the project until other FEMA funding issues are resolved. In the interim, local funds will have to be appropriated to fund this project in the amount shown.

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS REVENUE BONDS, SERIES 2006 FUND 40111
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation

Cash, Beginning Balance Oct 1, 2016	\$ 98,708.52
FY 2017: Interest	\$ 267.65
FY 2017: Transfers	\$ -
Total Cash Resources	\$ 98,976.17
Less: Expenditures	\$ (68,541.44)
Less: Payables	\$ 14,319.36
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 44,754.09

Cash, Ending 9/30/2017	
Cash, Ending 7/15/2016	\$ 44,754.09
FY 2017: Transfers	\$ -
FY 2018: Payables	\$ (14,319.36)
Total Cash/Budget	\$ 30,434.73
Less: Encumbered	\$ (30,434.56)
Less: Unencumbered	\$ -
Available FY 2017	0

0 FINAL, no funds available

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
REHAB OF 1890 WATERLINE	8/1/2016	W1605	98,908.00	68,473.44	30,434.56	98,908.00	0.00
GULF DRIVE 6" WL	PR reim	W1608	68.00	68.00	0.00	68.00	0.00
TOTAL BUDGET (established)			\$98,976.00	\$68,541.44	\$30,434.56	\$98,976.00	\$0.00

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS REVENUE BONDS, SERIES 2008 FUND 40115
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 379,218.51	Cash, Ending 9/30/2017	\$ 164,822.30
FY 2017: Interest	\$ 1,034.40	FY 2018: Payables	\$ (48,465.53)
Total Cash Resources	\$ 380,252.91	Total Cash/Budget	\$ 116,356.77
Less: Expenditures	\$ (222,124.11)	Less: Encumbered	\$ (116,356.88)
Less: Payables	\$ 6,693.50	Less: Unencumbered	\$ -
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 164,822.30	Available FY 2017	0 FINAL, no funds available

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
REHAB 1890 WATERLINE - CAUSEWAY	8/11/2016	W1605	314,933	198,576	116,357	314,933	0
CLOSED PROJECTS 2017 (Finalizing accounting)							
REHAB OF WATER WELLS #6A, 10, 13	11/24/2014	WWELLR	23,367	23,367	0	23,367	0
12" WL - GALVESTON SHIP CHANNEL	FIFO	W1613	181	181	0	181	0
TOTAL BUDGET (established)			\$338,481	\$222,124	\$116,357	\$338,481	\$0

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS CO 2017 BONDS FUND 40117
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ -
FY 2017: Interest	\$ 86,087.42
FY 2017: CO Bonds, 2017 - Water	\$ 18,900,000.00
Total Cash Resources	\$ 18,986,087.42
Less: Expenditures	\$ (913,294.98)
Less: Payables	\$ 501,271.37
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 18,574,063.81

Budget Reconciliation	
Cash, Ending 9/30/2017	\$ 18,574,063.81
FY 2017: Transfers	\$ -
FY 2018: Payables	\$ (501,271.37)
Total Cash/Budget	\$ 18,072,792.44
Less: Encumbered	\$ (1,753,631.23)
Less: Unencumbered	\$ (551,833.79)
Available FY 2017	15,767,327.42

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
REHAB - CAUSEWAY WATER LINE	push FY2022	W1605	7,792,000	0	0	0	0
GULF DRIVE - 6" WL	APR 2017	W1608	1,158,760	435,295	201,631	636,926	521,834
30" WL - RAILROAD BRD/HARBORSIDE	JAN 2017	W1704	260,000	120,000	120,000	240,000	20,000
24" WL - 59TH ST PS TO AIRPORT P/STATION	JAN 2017	W1707	1,800,000	358,000	1,432,000	1,790,000	10,000
WATER CONTINGENCY - CAPITAL PROJECTS		WCONT	1,000,000	0	0	0	0
TOTAL BUDGET (established)			\$12,010,760	\$913,295	\$1,753,631	\$2,666,926	\$551,834

**CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER IMPROVEMENT FUND 42102
AS OF SEPTEMBER 30, 2017 (as of 1/28/2017)**

Cash Reconciliation

Cash, Beginning Balance Oct 1, 2016	\$ 3,776,117.11
FY 2017: Interest	\$ 17,580.14
FY 2017: Transfer from Operations**	\$ 1,699,000.00
Total Cash Resources	\$ 5,492,697.25
Less: Expenditures	\$ (1,352,373.85)
Less: Payables	\$ (77,013.10)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 4,063,310.30

Budget Reconciliation

Cash, Ending 9/30/2017	\$ 4,063,310.30
FY 2017: Transfers	\$ -
FY 2018: Payables	\$ (38,294.21)
Total Cash/Budget	\$ 4,025,016.09
Less: Encumbered	\$ (2,316,488.59)
Less: Unencumbered	\$ (844,288.77)
Available FY 2017	\$ 864,239

** Adopted Budget 2017 - Transfer from Operations to Improvement \$1,699,000

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
EXPENSE REIMB - PARK BOARD - SEAWOLF WWTP (2)	2017	SSEAWO	(134,913)	(134,913)	0	(134,913)	
REHAB OF SANITARY SEWER FORCE MAINS	5/26/16	S1603	760,200	739,446	15,881	755,328	4,872
PIRATES BEACH WWTP	2/25/2016	S1607	600,166	93,048	507,118	600,166	0
SUNNY BEACH 8 MILE RD SANITARY SEWER	2/25/16	S1609	265,600	166,000	99,600	265,600	0
WASTEWATER MASTER PLAN	2017	S1611	124,271	39,423	84,848	124,271	1
SANITARY SEWER REHABILITATION PROGRAM	2015	SLINEI	1,565,102	9,783	1,470,000	1,479,783	85,319
BERMUDA BEACH SANITARY SEWER IMPRV	2014	SBBSSI	133,106	84,489	0	84,489	48,617
METER REGISTERS	JAN 2017	W1708	350,000	263,873	86,127	350,000	0
WATER SYSTEM IMPROVEMENTS	7/28/2016	W1618	13,360	0	0	0	0
SEAWOLF WWTP RECON & EXPANSION	2015	SSEAWO	52,874	0	52,915	52,915	(40)
CONTINGENCY		SCONT	102,000	0	0	0	0
CLOSED PROJECTS 2017 (Finalizing accounting)							
MAIN WWTP (1)	1/28/2016	WW	705,521	0	0	0	705,521
REMOVAL OF 12" SL TO PELICAN ISLAND	9/22/2016	S1608	89,197	89,197	0	89,197	(0)
SPANISH GRAND LIFT STATION #32 (#57)	2015	SGLS32	73	73	0	73	0
IMPACT STUDY FEE	2013	WSIMPA	1,954	1,954	0	1,954	0
TOTAL BUDGET (established)			\$4,628,511	\$1,352,374	\$2,316,489	\$3,668,862	\$844,289

NOTES:
(1) Possible reimbursement from FEMA funds.
(2) Reimbursement from Park Board for engineering cost.

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER REVENUE BONDS, SERIES 2006 FUND 42111
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2016	\$	1,202.46
FY 2017: Interest	\$	3.00
FY 2017: Transfers	\$	-
Total Cash Resources	\$	1,205.46
Less: Expenditures	\$	(1,205.34)
Less: Payables	\$	-
CASH, ENDING BALANCE AS OF 9/30/2017	\$	0.12

Budget Reconciliation		
Cash, Ending 9/30/2017	\$	0.12
FY 2017: Transfers	\$	-
FY 2018: Payables	\$	-
Total Cash/Budget	\$	0.12
Less: Encumbered	\$	-
Less: Unencumbered	\$	-
Available FY 2017		0

0 FINAL, no funds available

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
REHAB OF SEWER FORCE MAINS BERMUDA BEACH SANITARY SEWER CLOSED PROJECTS 2017 (Finalizing accounting) 12"WL - GALVESTON SHIP CHANNEL SPANISH GRANT LIFT STATION #57	P/R REIMB	S1603	725	725	0	725	0
	P/R REIMB	SBBSSI	203	203	0	203	0
	P/R REIMB	S1608	48	48	0	48	0
	P/R REIMB	SGLS32	229	229	0	229	0
TOTAL BUDGET (established)			\$1,205	\$1,205	\$0	\$1,205	\$0

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER REVENUE BONDS, SERIES 2008 FUND 42115
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ 4,351,707.83
FY 2017: Interest	\$ 21,187.31
Total Cash Resources	\$ 4,372,895.14
Less: Expenditures	\$ -
Less: Payables	\$ -
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 4,372,895.14

Budget Reconciliation	
Cash, Ending 9/30/2017	\$ 4,372,895.14
FY 2018: Payables	\$ -
Total Cash/Budget	\$ 4,372,895.14
Less: Encumbered	\$ (250,000.00)
Less: Unencumbered	\$ (3,758,474.02)
Available FY 2017	364,421

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROPOSED CHANGES for FIFO Method (2)							
8 MI SUNNY SEWER		S1609	551,000	0	0	0	551,000
WWTP - SLUDGE/GRIT REMOVAL		S1610	1,007,000	0	0	0	1,007,000
L/S PUMP & ELECTRICAL UPGRADES	2017	S1701	2,036,000	0	250,000	250,000	1,786,000
CLOSED PROJECTS 2017 (Finalizing accounting)							
MAIN WASTEWATER TREATMENT PLANT (1)	7/29/2013	WW	414,474	0	0	0	414,474
TOTAL BUDGET (established)			4,008,474	0	250,000	250,000	3,758,474

NOTES:
(1) Possible reimbursement from FEMA funds.
(2) FIFO Method - First In, First Out method of funding sources.

**CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER CO 2017 BONDS FUND 42117
AS OF SEPTEMBER 30, 2017 (as of 11/28/2017)**

Cash Reconciliation		Budget Reconciliation	
Cash, Beginning Balance Oct 1, 2016	\$ -	Cash, Ending 9/30/2017	\$ 16,174,293.17
FY 2017: Interest	\$ 74,293.17	FY 2017: Transfers	\$ -
FY 2017: CO Bonds, 2017 - Sewer	\$ 16,100,000.00	FY 2018: Payables	\$ -
Total Cash Resources	\$ 16,174,293.17	Total Cash/Budget	\$ 16,174,293.17
Less: Expenditures	\$ -	Less: Encumbered	\$ -
Less: Payables	\$ -	Less: Unencumbered	\$ (9,569,939.00)
CASH, ENDING BALANCE AS OF 9/30/2017	\$ 16,174,293.17	Available FY 2017	6,604,354.17

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROPOSED CHANGES for FIFO Method (1)							
PIRATES BEACH WWTP		S1607	6,405,000	0	0	0	6,405,000
8 MI SUNNY SEWER		S1609	2,359,000	0	0	0	2,359,000
LIFT STATION PUMP / ELECTRIC UPGRADES		S1701	2,036,000	0	0	0	0
SEAWOLF WWTP RECONSTRUCTION	1/28/2016	SSEAWO	750,939	0	0	0	750,939
SEWER CONTINGENCY		SCONT	944,800	0	0	0	0
SEAWOLF WWTP RECON & EXPANSION	pending	SSEAWO	55,000	0	0	0	55,000
TOTAL BUDGET (established)			12,550,739	0	0	0	9,569,939

(1) FIFO Method - First In, First Out method of funding sources.



MAJOR REVENUE SOURCES FY 2017 FOURTH QUARTER REPORT

Major Revenue Sources

This report includes monthly collections for five major revenue sources and preliminary final amounts for FY 2017. Sources reviewed include:

1. Property taxes
2. Sales Taxes
3. Hotel Occupancy Taxes
4. Water Revenue
5. Sewer Revenue

Methodology

The general approach is to look at monthly and year to date patterns over a long period of time (e.g. ten fiscal years or more) using historical performance *after* a certain point in the fiscal year to forecast the way in which revenues can be expected to end the fiscal year. To counterbalance this, factors that may influence the revenue source are tracked and/or modeled in such a way as to provide further insight into how economic factors or the weather might be influencing revenue collections. Then, the results of each approach – trend analysis and independent factor or variable monitoring – are compared to determine which approach might be more valid.

FY 2017 Preliminary Revenue Results

First quarter revenue results are on track to meet or exceed budgeted amounts for all five major revenue sources.

FY 2017 MAJOR REVENUE RESULT SUMMARY (\$000'S)

SOURCE	NOTES	FY 2017 BUDGET (\$000's)	FY 2017 PRELIM FINAL (\$000's) NOV 2017	PRELIM FINAL OVER/ (UNDER) BUDGET (\$000's)	FY 2018 BUDGET (\$000's)	FY 2018 ESTIMATE UPDATED NOV 2017 (\$000's)	FY 2018 EST OVER/ (UNDER) BUDGET (\$000's)
Property Taxes (1)	Lower collections as a percent of the FY 2017 property tax levy, particularly at year end are the basis for these adjustments. Applying same lowered collection rates to FY 2018 project revenue below budget in FY 2018.	\$30,103	\$30,242	\$139	\$34,144	\$33,836	(\$308)
Sales Taxes (2)	FY 2017 sales tax revenue would equal the FY 2017 Budget but for the effects in August and September of Hurricane Harvey. Projection shown for FY 2018 reflect slower employment growth.	\$15,450	\$15,197	(\$253)	\$16,160	\$15,967	(\$193)
Local Hotel Occupancy Taxes (3)	FY 2017 total is 8.8 percent over last year, and equals \$1.85 million per penny of HOT revenue. Continued growth in the national economy should produce similar growth in FY 2018. Some effect on special events might be expected from Harvey on the mainland as fewer visitors from the immediate area might attend special events.	\$15,501	\$16,650	\$1,149	\$17,773	\$17,597	(\$176)
"Trickle-Down" HOT Estimate	Updated to include consideration of the use of current year HOT revenues for Capital Work at the Convention Center.	\$2,223	\$2,211	(\$12)	\$2,713	\$2,463	(\$250)
Water Billings Revenue	Actual revenue exceed Budget for FY 2017.	\$20,642	\$20,697	\$55	\$21,486	\$21,486	\$0
Sewer Billings Revenue	Actual revenue exceed Budget for FY 2017.	\$14,524	\$14,554	\$30	\$15,122	\$15,122	\$0

Revenue Monitoring and the Economy

Besides monitoring revenue collection trends, it is necessary to consider major factors affecting revenue, including the economy and the weather (e.g. rainfall). Economic factors affecting sales and hotel occupancy tax revenue include Houston-Galveston metro area employment and gasoline prices, as well as national Gross Domestic Product growth. The amount of rainfall received each year also figures heavily into how much water and sewer revenue is collected by the City. Each of the major revenue sources is discussed here in order.

Property Taxes (Attachments A and B.)

The FY 2017 property tax roll was set at \$5.817 billion of taxable value, unadjusted for losses to TIRZ's, MUD 30 and to homestead accounts owned by taxpayers over 65. FY 2017 property tax revenue was budgeted at \$30.1 million total and \$28.3 million after adjustments as noted. When the FY 2018 Budget was prepared in July, an updated FY 2017 estimate was prepared. At that time, it appeared based on trends through June, that \$30.48 million would be collected in total and \$28.67 million would be left after remitting increments to TIRZs and MUD 30. Now it appears that a total of \$30.24 million has been collected for the period ended September 30, 2017 leaving an adjusted collection amount of \$28.46 million. This departure from the year-to-date trend is because of a drop off in collections for the entire June through September period from the prior year (see shaded area in Attachment B).

Fiscal Year	June-Sept Collections	Percent of Total Collected
2010	\$729	3.53%
2011	\$866	3.83%
2012	\$1,146	4.90%
2013	\$1,434	5.98%
2014	\$1,373	5.47%
2015	\$1,442	5.69%
2016	\$1,819	6.54%
2017	\$1,563	5.18%

There are several potential reasons for this reduced level of collections for the last four months of FY 2017, none of which can be determined to be the single actual cause of the shortfall:

1. Taxes associated with court cases that finally settled on a value and were not collected in advance (estimated total for this year is \$15,000 based on information from the Galveston County Appraisal District and the Galveston County Tax Assessor Collector);
2. Delinquent collections including penalties and interest which dropped from \$749,500 in FY 2016 to \$667,200, a difference of \$82,300; and
3. Potentially fewer taxpayers opting for the twice a year payment plan (e.g. November 30 and June 30) that is an option to all taxpayers; and/or
4. Generally less collections overall.

The collection rate is based on total collections taken as a percentage of the total tax levy adjusted from the uncollectible portion of over 65 freeze accounts. FY 2017 had a lower collection rate than was expected (100.4 percent actual versus 101.0 percent expected in July). For this reason, the current best estimate of FY 2018 property tax revenue is being reduced from the budgeted level of 101.1 percent to 100.3 percent. Applying this lower collection rate to FY 2018 reduces total expected property tax revenue in FY 2018 from \$34.1 million to \$33.8 million. Likewise, FY 2018 property tax revenue net of

adjustments (TIRZs, MUD 30 and over 65 freeze accounts) is estimated as of now to be \$31.78 million versus \$32.10 million budgeted

Sales Taxes (Attachments C and D)

Sales tax revenue growth trend dropped off every month since February collections were recorded in April (see shaded area in Attachment C). At that time, the year to date trend was projected to end the fiscal year at \$15.77 million (see highlighted area in Attachment C). By July when May's receipts were received, and the FY 2018 Budget was set, the FY 2017 Estimate had fallen to \$15.53 million. When final receipts were received in October for August sales and in November for September sales, receipts for these months took the year ending actual all the way down to \$15.11 million.

There is a twofold reason for this drop off. First, the Houston area economy is beginning to cool off. According to Dr. Bill Gilmer of the University of Houston Institute for Regional Forecasting, the energy sector is continuing to lag behind projections for its recovery from the dip in prices and the recovery in the number of operating oil rigs. The momentum from the recovery after Ike and the Great Recession in 2009-2010 has finally run its course. And the petrochemical construction boom in the eastern half of the region is largely finished so the construction driven growth stimulus is almost finished. The single factor left to drive the Houston area economy is the U.S. Economy which is running at a healthy clip with Gross Domestic Product in the 2.5 percent range. These factors led Dr. Gilmer to revise his previous employment estimates projecting a longer period of slow growth which is providing the basis for the employment numbers used in the sales tax model.

The secondary reason for the drop in FY 2017 receipts is undoubtedly the impact of Hurricane Harvey on August sales, when the path of Harvey took it on a ten day march across the region, and on September sales, when visitors from the mainland were dramatically distracted by their own rebuilding and recovery from the disastrous flooding of Harvey. The estimated fourth quarter impact of Harvey on Galveston's sales tax revenue is approximately \$250,000 for the City's 1.5 percent share of the 2 percent sales tax, which is the subject of this discussion.

The FY 2017 final sales tax revenue amount is \$15,197,449. The difference between this and the \$15,109,064 received from the State Comptroller's Office is the two percent sales tax amount collected by the City for garbage pickup as a taxable service. That amount, \$88,385, is reported to the State but retained each month in the City's bank account. Given this retained amount, except for the Harvey related revenue loss, FY 2017's sales tax revenue would have met the \$15.45 million Budget Budget.

The effect on projected revenue for FY 2018 from the reduced employment growth is significant. Assuming the effect of Harvey on fourth quarter sales does not extend into the first quarter of FY 2018, FY 2018 revenue appears that it will still be short of Budget by some \$193,000. The City will begin receiving FY 208 sales receipts in December when October sales tax revenue is turned over to the City. We will watch closely for signs of the lingering effects of Harvey when December's payment arrives.

Sales Tax Model - Galveston's sales tax revenue is affected to the greatest extent by Houston-Galveston area employment and U.S. GDP with lesser effects from other local factors, including Houston-Galveston area gasoline prices, major storms impact, tourist season, and special attractions (Pleasure Pier). The model now explains 98.5 percent of the variation in sales tax revenue using the formula in the box below.

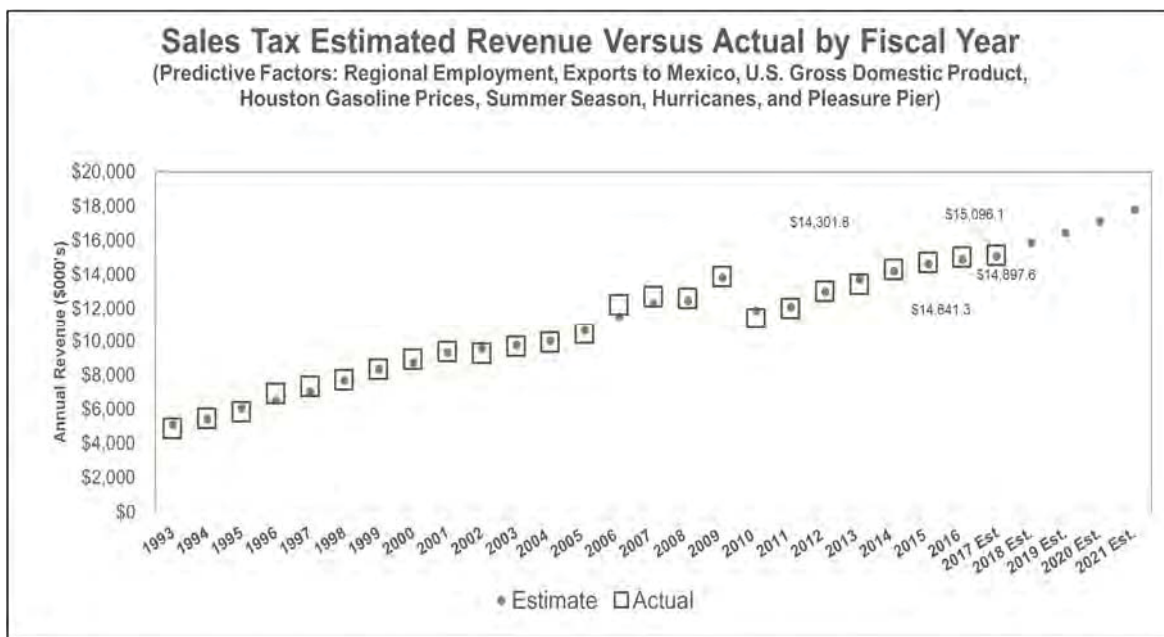
SALES TAX “BEST FIT” FORMULA

COG Tax (000's) = -3195 + 1.49 Summer Season Adjustment Var #1 + 486.2 Galveston Storm Variable + 1.389 SMSA Employment Adjusted + 0.2043 U.S. Real GDP + 2 Qtr 2 qtr mvg avg - 0.01944 Exports to Mexico FAS + 1 Qtr + 268 Pleasure Pier Adjustment + 1.056 Houston Gasoline Price Index + 1 Qtr

The model is based on quarterly revenue and economic data for the 1992-2017 period. Because of the two month lag in the City’s receipt of sales tax revenue, sales tax collection quarters end in February, May, August, and November. November’s sales tax receipts received were for sales occurring in September. (See Attachment D)

ASSUMPTIONS							
<i>Cal Year</i>	<i>Calendar Year Employment Growth</i>	<i>Fiscal Year</i>	<i>Fiscal Year Employment Growth</i>	<i>U.S. Real GDP Growth</i>	<i>Exports to Mexico</i>	<i>CPI</i>	<i>Projected COG Sales Tax (\$Millions)</i>
2016	0.40%	FY 2016	-0.03%	1.00%	-1.24%	1.32%	\$14.90
2017	1.18%	FY 2017	1.31%	2.08%	0.00%	2.39%	\$15.10
2018	1.30%	FY 2018	1.30%	2.40%	0.00%	2.00%	\$15.88
2019	1.63%	FY 2019	1.52%	2.55%	0.00%	2.00%	\$16.46
2020	1.92%	FY 2020	1.87%	2.23%	0.00%	2.00%	\$17.13
2021	2.20%	FY 2021	2.20%	2.03%	0.00%	2.00%	\$17.83

The model provides estimates for the last four fiscal years (FY 2014, 2015, 2016 and 2017) that are 0.46 percent lower than the actual collections for each year.



HOT Revenue (Attachments E and F)

Local FY 2017 Hotel Tax revenue totaled \$16.65 million which constituted an 8.8 percent increase over the previous fiscal year. FY 2018 revenue can be expected to continue to show healthy growth based on the U.S. economy. The City's "Trickle Down" amount is calculated after other dedications of HOT revenue are completed and shown below.

**LONG RANGE FINANCIAL FORECAST
HOTEL OCCUPANCY TAX PROJECTIONS
FY 2017 - 2022, (\$000'S)
UPDATED NOVEMBER 2017**

Category	FY 2017 Estimate	FY 2018 Estimate	FY 2019 Forecast	FY 2020 Forecast	FY 2021 Forecast	FY 2022 Forecast
SOURCES						
Local Hotel Occupanct Taxes	\$16,666	\$17,773	\$18,973	\$20,104	\$21,166	\$22,234
State Hotel Occupancy Taxes (Local Share)	\$3,559	\$3,794	\$4,052	\$4,295	\$4,523	\$4,749
TOTAL SOURCES	\$20,225	\$21,567	\$23,025	\$24,399	\$25,689	\$26,983
USES						
Park Board						
Advertising (1)	\$5,555	\$5,924	\$6,324	\$6,701	\$7,055	\$7,411
Beach Maint/Patrol (2)	\$5,411	\$5,769	\$6,160	\$6,529	\$6,875	\$7,219
Arts Council (3)	\$1,389	\$1,481	\$1,581	\$1,675	\$1,764	\$1,853
Subtotal Parks Board	\$12,355	\$13,174	\$14,065	\$14,905	\$15,694	\$16,483
Convention Center						
Convention Center Operations (4)	\$480	\$480	\$480	\$480	\$480	\$480
CC Operator and Developer Fees (5)	\$125	\$125	\$125	\$125	\$125	\$125
CC Capital Improvements(6)	\$542	\$500	\$500	\$500	\$500	\$500
CC Budget for Arts (7)	\$231	\$247	\$264	\$279	\$294	\$309
CC Surplus Allocation (8)	\$2,582	\$2,813	\$3,070	\$3,310	\$3,533	\$3,770
Subtotal CC Operator	\$3,960	\$4,165	\$4,439	\$4,694	\$4,932	\$5,184
City						
Transfer to Historical Bldgs Special Fund (9)	\$231	\$247	\$264	\$279	\$294	\$309
CC HOT Debt Service (10)	\$1,740	\$1,768	\$1,788	\$1,811	\$1,837	\$1,837
City Surplus Allocation (11)	\$2,211	\$2,463	\$2,720	\$2,960	\$3,183	\$3,420
Subtotal City	\$4,182	\$4,478	\$4,772	\$5,050	\$5,314	\$5,566
TOTAL USES	\$20,497	\$21,817	\$23,276	\$24,649	\$25,940	\$27,233
HOT Growth Assumption	8.9%	6.6%	6.8%	6.0%	5.3%	5.0%
City Surplus Allocation Growth Percentage	1.2%	11.4%	10.4%	8.8%	7.5%	7.4%
HOT Allocation to Convention Center M&O and Debt Service	\$6,889	\$7,407	\$7,899	\$8,432	\$8,935	\$9,407
Notes: (1) Equal to 3% of the 9% local tax. (2) Equal to 1% of the 9% local tax and includes the State tax allocation to the City (2% of the 6% total). (3) Equal to 0.75% of the 9% local tax. (4) Monthly transfer in the aggregate amount of \$40k. (distributed from 4% referenced in #9) (5) Annual allocation to developer. (distributed from 4% referenced in #9) (6) Convention Center Capital Improvements paid by operator and reimbursed from reserves that are then replenished with current year HOT revenue. (7) Equal to 0.125% of the 9% local tax. (8) Unexpended balance comprises the majority of the surplus. (9) Equal to 0.125% of the 9% local tax. (10) Bond covenant allocates 4% of the 9% to Debt Service and related reserves. (See last line of chart above.) Debt (11) Unexpended balance comprises the majority of the surplus.						

The worksheet above has been revised (see the bold, italicized insertion) to include the estimated amount spent by the Convention Center operator on Capital Work in FY 2017. FY 2018-2022 has been revised to show a similar amount (\$500,000) that might be spent annually. This use of HOT funds, allowed and provided for in the development agreement for the Convention Center, must be considered in the City's estimates of HOT revenue that "trickles down" to its Convention Center Surplus Fund.

The overall estimate of HOT revenue included in the FY 2017 Budget was \$15.5 million, and final results for FY 2017 included \$16.65 million in HOT revenue. Also, the FY 2018 Budget recently adopted a HOT revenue estimate of \$17.77 million, and this updated estimate is \$17.73 million.

HOTEL OCCUPANCY TAX “BEST FIT” FORMULA

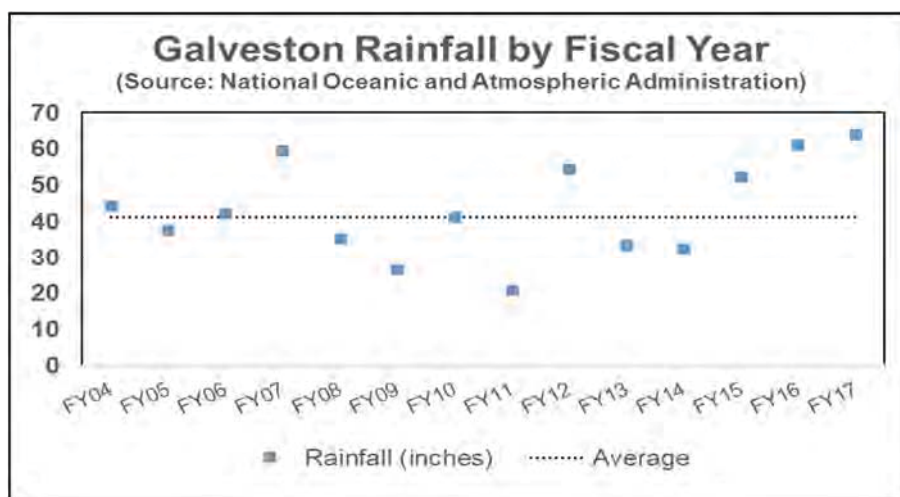
$$\text{COG HOT (000's)} = -8053 + 5.599 \text{ Summer Season Adjustment Var \#2} + 204.8 \text{ Pleasure Pier Adjustment wh CPI} + 0.6462 \text{ U.S. Real GDP}$$



Water Revenue (Attachments G and H)

Water revenue is based on the total monthly amount billed to customers. Final FY 2017 water revenue billed to customers is estimated at \$20.69 million, slightly more than the \$20.64 million budget. This final revenue amount was relatively low, given the early trend projections based on prior years. Us revenue history beginning in FY 2004, early year end estimates were in the \$22 million range.

However, the amount of rainfall in any given year, and particularly the rain that comes in the warmer summer months can influence consumption greatly. This increase in consumption also increases revenue. While the relationship is not proportional, the connection between rainfall and water consumption is monitored every year for its effect on revenue.



For the third year in a row, rainfall exceeded the annual 41.4 inch average for the FY 2004-FY 2016 period. However, unlike the previous two years, the primary reason for the 64 inch total for the year was not a series of wet months, but 26 inches of rain in August due to Hurricane Harvey. The effect on water

consumption was slight in August because of what must have been heavier consumption leading up to Harvey and also because of tourist season.

Sewer Revenue (Attachment I)

Like water revenue, sewer revenue is based on the total monthly amount billed to customers. Like water revenue, also, FY 2017 sewer revenue (\$14.55 million) exceeded budget (\$14.52 million) by \$30,000.

ATTACHMENT A

ANALYSIS OF PROPERTY TAX REVENUES FISCAL YEARS 2015-18

DESCRIPTION	FY15 ACTUAL	FY16 ACTUAL	FY17 CERTIFIED	FY17 EST JULY	FY17 EST NOV	FY18 BUDGETED	FY18 EST NOV
NET PROPERTY TAX LEVY							
Total Taxable Value (\$millions)	\$4,755.6	\$5,297.6	\$5,817.6	\$5,850.3	\$5,845.5	\$6,201.3	\$6,201.1
Less TIRZ	(\$380.6)	(\$247.4)	(\$289.2)	(\$287.5)	(\$300.8)	(\$309.0)	(\$308.1)
Less 60% MUD Value	(\$35.5)	(\$49.0)	(\$60.7)	(\$57.7)	(\$57.7)	(\$56.1)	(\$59.2)
Net Taxable Value	\$4,339.5	\$5,001.2	\$5,467.7	\$5,505.2	\$5,487.1	\$5,836.2	\$5,833.8
Times Tax Rate per \$100 of Taxable Value	\$0.533890	\$0.529000	\$0.526000	\$0.526000	\$0.526000	\$0.561000	\$0.561000
Total Tax Levy (\$Thousands Revenue)	\$25,389.7	\$28,024.3	\$30,600.6	\$30,772.8	\$30,747.5	\$34,789.1	\$34,788.2
Less: Freeze Acct Total Value Revenue Equivalent (Over 65 and Disabled)	(\$2,118.7)	(\$2,344.1)	(\$2,653.3)	(\$2,660.1)	(\$2,658.9)	(\$3,432.2)	(\$3,445.7)
Plus: Freeze Acct collectible Revenue (Over 65 & Disabled)	\$1,825.3	\$1,907.4	\$2,054.7	\$2,059.3	\$2,019.2	\$2,413.4	\$2,391.0
Less: Taxes Lost to Tax Freeze	(\$293.4)	(\$436.7)	(\$598.6)	(\$600.7)	(\$639.8)	(\$1,018.8)	(\$1,054.7)
Net Current Year Tax Levy (\$000's Revenue)	\$25,096.3	\$27,587.6	\$30,002.0	\$30,172.1	\$30,107.7	\$33,770.3	\$33,733.5
Effective Taxable Value	\$4,700.6	\$5,215.0	\$5,703.8	\$5,736.1	\$5,723.9	\$6,019.7	\$6,013.1
Less TIRZ Incremental Values	(\$380.6)	(\$247.4)	(\$283.8)	(\$287.5)	(\$300.8)	(\$309.0)	(\$308.1)
Effective Taxable Value Retained by City	\$4,320.0	\$4,967.6	\$5,420.0	\$5,448.6	\$5,423.1	\$5,710.7	\$5,705.0
DISTRIBUTION OF NET LEVY (\$THOUSANDS)							
Net Current Year Levy (\$000's)	\$25,096.3	\$27,587.6	\$30,002.0	\$30,172.1	\$30,107.7	\$33,770.3	\$33,733.5
Less TIRZ Increment	(\$2,032.0)	(\$1,308.7)	(\$1,492.8)	(\$1,512.2)	(\$1,581.9)	(\$1,733.5)	(\$1,728.3)
Net Current Year Levy Retained by the City	\$23,064.3	\$26,278.9	\$28,509.2	\$28,659.9	\$28,525.8	\$32,036.8	\$32,005.2
General Fund Share (including MUD 30) of NCL	\$18,860.4	\$21,557.1	\$23,903.6	\$24,029.6	\$23,917.4	\$25,184.2	\$25,159.1
Debt Service Share of NCL	\$2,043.6	\$2,237.7	\$1,895.6	\$1,905.6	\$1,896.7	\$3,997.5	\$3,993.5
Library Fund Share of NCL	\$2,160.0	\$2,483.8	\$2,710.0	\$2,724.3	\$2,711.6	\$2,855.4	\$2,852.5
Net Current Year Levy Retained by the City	\$23,064.0	\$26,278.6	\$28,509.2	\$28,659.5	\$28,525.7	\$32,037.1	\$32,005.1
COLLECTION OF TAXES (\$THOUSANDS)							
Estimated/Actual Collections	FY15 ACTUAL	FY16 ACTUAL	FY17 CERTIFIED	FY17 EST JULY	FY17 EST NOV	FY18 BUDGETED	FY18 EST NOV
General Fund Net Current Levy Total	\$20,466.1	\$22,439.1	\$24,888.5	\$25,197.0	\$25,044.7	\$26,648.5	\$26,403.4
General Fund Delinquent Taxes	\$337.8	\$358.9	\$335.0	\$308.0	\$299.6	\$330.0	\$330.0
General Fund Penalty & Interest	\$339.3	\$312.1	\$300.0	\$343.0	\$304.0	\$315.0	\$315.0
Less TIRZ Increment	(\$1,945.9)	(\$1,308.1)	(\$1,492.8)	(\$1,512.2)	(\$1,487.3)	(\$1,733.5)	(\$1,728.3)
Less MUD 30 Rebate	(\$186.2)	(\$258.0)	(\$319.3)	(\$303.3)	(\$297.0)	(\$314.7)	(\$332.2)
General Fund Total	\$19,011.1	\$21,544.0	\$23,711.4	\$24,032.5	\$23,864.0	\$25,245.3	\$24,987.9
Debt Service Net Current Levy Total	\$2,006.4	\$2,193.1	\$1,857.7	\$1,879.9	\$1,865.4	\$3,957.5	\$3,921.6
Debt Service Delinquent Taxes	\$39.1	\$37.2	\$40.0	\$40.0	\$30.6	\$40.0	\$35.0
Debt Service Fund Total	\$2,045.5	\$2,230.3	\$1,897.7	\$1,919.9	\$1,896.0	\$3,997.5	\$3,956.6
Library Net Current Levy Total	\$2,121.0	\$2,436.8	\$2,655.8	\$2,687.5	\$2,665.0	\$2,826.8	\$2,801.2
Library Delinquent Taxes	\$37.7	\$41.3	\$26.3	\$26.3	\$33.0	\$26.3	\$30.0
Library Fund Total	\$2,158.7	\$2,478.1	\$2,682.1	\$2,713.8	\$2,698.0	\$2,853.1	\$2,831.2
GRAND TOTAL COLLECTIONS	\$23,215.3	\$26,252.4	\$28,291.2	\$28,666.2	\$28,458.0	\$32,095.9	\$31,775.7
Estimated Current Collection Rate (of NCL)	98.0%	98.1%	98.0%	98.6%	98.2%	99.0%	98.2%
Estimated Total Collection Rate (of NCL)	101.0%	100.8%	100.3%	101.0%	100.4%	101.1%	100.3%
Tax Rate							
General Fund Operations and Maintenance	\$0.436584	\$0.433955	\$0.441025	\$0.441025	\$0.441025	\$0.441000	\$0.441000
Debt Service Fund Interest and Sinking	\$0.047306	\$0.045045	\$0.034975	\$0.034975	\$0.034975	\$0.070000	\$0.070000
Library Fund	\$0.050000	\$0.050000	\$0.050000	\$0.050000	\$0.050000	\$0.050000	\$0.050000
Total Rate	\$0.533890	\$0.529000	\$0.526000	\$0.526000	\$0.526000	\$0.561000	\$0.561000
BUDGET ESTIMATE ESTIMATE BUDGET ESTIMATE							
Estimated Current Taxes Collection rate	98.0%	98.6%	98.0%	98.7%	98.2%	99.0%	98.2%
TOTAL COLLECTIONS	\$25,347.4	\$27,818.5	\$30,103.3	\$30,481.7	\$30,242.3	\$34,144.1	\$33,836.2

**CITY OF GALVESTON PROPERTY TAX COLLECTIONS
MONTHLY AND YEAR TO DATE TOTALS FY 2001-2017
INCLUDING TAXES PASSED THROUGH TO TAX INCREMENT ZONES AND MUDDS**

MONTHLY PROPERTY TAX COLLECTION TOTALS												
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September
2001	787,825.87	1,180,230.78	3,034,365.48	3,241,440.50	466,468.38	581,638.87	130,105.29	288,877.96	519,134.21	285,510.57	94,264.80	197,138.66
2002	751,814.67	1,190,757.11	2,030,894.32	4,658,653.81	1,475,947.37	158,229.62	146,960.81	296,916.96	725,872.42	260,766.70	94,882.88	58,542.51
2003	541,761.51	883,462.58	2,516,716.78	4,901,540.05	1,690,711.18	209,512.29	182,300.22	165,804.04	702,100.22	451,102.01	90,913.22	69,799.27
2004	545,559.91	726,004.97	2,247,751.99	4,892,878.85	3,460,870.63	339,050.13	224,463.27	220,117.51	260,845.06	145,964.86	148,383.14	76,902.32
2005	318,694.08	1,044,425.62	3,119,177.92	4,392,435.91	3,059,616.36	1,184,353.79	253,964.48	203,980.34	237,276.32	281,125.73	149,855.48	74,236.02
2006	249,647.97	1,086,704.01	2,691,382.26	5,201,874.01	4,209,818.91	1,314,480.23	247,130.47	304,917.96	231,280.50	299,228.01	116,647.19	104,763.33
2007	81,892.35	873,501.30	2,447,900.61	9,040,744.94	2,985,713.01	446,983.62	246,559.35	243,989.66	443,778.66	267,909.47	127,570.61	115,800.89
2008	95,989.77	871,935.25	3,841,038.00	10,259,362.16	3,040,369.56	437,809.17	391,382.19	283,065.96	316,961.02	312,456.24	87,740.68	40,624.46
2009	237,091.46	573,291.64	4,411,061.67	9,968,805.14	2,895,853.58	1,072,345.07	512,264.90	355,989.08	444,948.45	380,407.63	193,310.10	84,059.74
2010	113,485.20	1,988,051.57	5,992,362.38	7,053,547.43	3,182,849.21	883,974.42	277,390.37	410,380.57	325,826.61	187,608.61	152,264.16	62,864.65
2011	96,974.35	1,698,932.92	7,297,951.54	6,477,364.21	4,937,057.69	579,777.98	347,847.74	308,698.88	341,432.63	220,337.51	189,774.99	114,282.30
2012	133,094.40	2,315,531.59	5,738,318.27	8,765,207.46	3,829,476.69	733,352.94	368,230.26	337,271.17	502,887.33	385,508.95	173,258.09	84,010.18
2013	568,708.27	2,310,809.14	6,095,486.25	8,590,115.69	3,561,183.93	611,729.89	423,407.73	398,529.19	774,840.36	407,645.70	154,076.93	97,458.99
2014	153,256.92	2,736,129.65	7,543,885.32	6,537,213.76	5,005,794.47	1,151,319.17	279,017.80	309,910.52	661,582.36	488,155.24	111,661.34	111,330.19
2015	169,888.49	2,683,715.51	8,274,453.01	6,681,300.75	4,815,928.25	652,116.02	343,979.83	284,433.23	599,863.00	615,405.54	127,765.94	98,593.98
2016	125,450.76	2,308,589.39	9,991,483.24	8,280,842.27	3,500,614.68	1,062,987.33	344,712.13	384,931.06	846,836.59	678,021.90	192,588.96	101,432.48
2017	423,460.29	3,403,255.33	10,096,330.16	9,497,387.52	3,773,411.95	747,398.19	278,797.27	455,229.12	794,204.79	585,206.49	109,372.46	74,277.26
YEAR TO DATE PROPERTY TAX COLLECTION TOTALS												
	October	November	December	January	February	March	April	May	June	July	August	September
2001	787,825.87	1,968,056.65	5,002,422.13	8,243,862.63	8,710,331.01	9,291,969.88	9,422,075.17	9,710,953.13	10,230,087.34	10,515,597.91	10,609,862.71	10,807,001.37
2002	751,814.67	1,942,571.78	3,973,466.10	8,632,119.91	10,108,067.28	10,266,296.90	10,413,257.71	10,710,174.67	11,436,047.09	11,696,813.79	11,791,696.67	11,850,239.18
2003	541,761.51	1,425,224.09	3,941,940.87	8,843,480.92	10,534,192.10	10,743,704.39	10,926,004.61	11,091,808.65	11,793,908.87	12,245,010.88	12,335,924.10	12,405,723.37
2004	545,559.91	1,271,564.88	3,519,316.87	8,412,195.72	11,873,066.35	12,212,116.48	12,436,579.75	12,656,697.26	12,917,542.32	13,063,507.18	13,211,890.32	13,288,792.64
2005	318,694.08	1,363,119.70	4,482,297.62	8,874,733.53	11,934,349.89	13,118,703.68	13,372,668.16	13,576,648.50	13,813,924.82	14,095,050.55	14,244,906.03	14,319,142.05
2006	249,647.97	1,336,351.98	4,027,734.24	9,229,608.25	13,439,427.16	14,753,907.39	15,001,037.86	15,305,955.82	15,537,236.32	15,836,464.33	15,953,111.52	16,057,874.85
2007	81,892.35	955,393.65	3,403,294.26	12,444,039.20	15,429,752.21	15,876,735.83	16,123,295.18	16,367,284.84	16,811,063.50	17,078,972.97	17,206,543.58	17,322,344.47
2008	95,989.77	967,925.02	4,808,963.02	15,068,325.18	18,108,694.74	18,546,503.91	18,937,886.10	19,220,952.06	19,537,913.08	19,850,369.32	19,938,110.00	19,978,734.46
2009	237,091.46	810,383.10	5,221,444.77	15,190,249.91	18,086,103.49	19,158,448.56	19,670,713.46	20,026,702.54	20,471,650.99	20,852,058.62	21,045,368.72	21,129,428.46
2010	113,485.20	2,101,536.77	8,093,899.15	15,147,446.58	18,330,295.79	19,214,270.21	19,491,660.58	19,902,041.15	20,227,867.76	20,415,476.37	20,567,740.53	20,630,605.18
2011	96,974.35	1,795,907.27	9,093,858.81	15,571,223.02	20,508,280.71	21,088,058.69	21,435,906.43	21,744,605.31	22,086,037.94	22,306,375.45	22,496,150.44	22,610,432.74
2012	133,094.40	2,448,625.99	8,186,944.26	16,952,151.72	20,781,628.41	21,514,981.35	21,883,211.61	22,220,482.78	22,723,370.11	23,108,879.06	23,282,137.15	23,366,147.33
2013	568,708.27	2,879,517.41	8,975,003.66	17,565,119.35	21,126,303.28	21,738,033.17	22,161,440.90	22,559,970.09	23,334,810.45	23,742,456.15	23,896,533.08	23,993,992.07
2014	153,256.92	2,889,386.57	10,433,271.89	16,970,485.65	21,976,280.12	23,127,599.29	23,406,617.09	23,716,527.61	24,378,109.97	24,866,265.21	24,977,926.55	25,089,256.74
2015	169,888.49	2,853,604.00	11,128,057.01	17,809,357.76	22,625,286.01	23,277,402.03	23,621,381.86	23,905,815.09	24,505,678.09	25,121,083.63	25,248,849.57	25,347,443.55
2016	125,450.76	2,434,040.15	12,425,523.39	20,706,365.66	24,206,980.34	25,269,967.67	25,614,679.80	25,999,610.86	26,846,447.45	27,524,469.35	27,717,058.31	27,818,490.79
2017	423,460.29	3,826,715.62	13,923,045.78	23,420,433.30	27,193,845.25	27,941,243.44	28,220,040.71	28,675,269.83	29,469,474.62	30,054,681.11	30,164,053.57	30,238,330.83

**CITY OF GALVESTON PROPERTY TAX COLLECTIONS
MONTHLY AND YEAR TO DATE TOTALS FY 2001-2017
INCLUDING TAXES PASSED THROUGH TO TAX INCREMENT ZONES AND MUDDS**

YTD PROPERTY TAX COLLECTION TOTALS AS PERCENT OF YEAREND TOTAL												
	October	November	December	January	February	March	April	May	June	July	August	September
2001	7.3%	18.2%	46.3%	76.3%	80.6%	86.0%	87.2%	89.9%	94.7%	97.3%	98.2%	100.0%
2002	6.3%	16.4%	33.5%	72.8%	85.3%	86.6%	87.9%	90.4%	96.5%	98.7%	99.5%	100.0%
2003	4.4%	11.5%	31.8%	71.3%	84.9%	86.6%	88.1%	89.4%	95.1%	98.7%	99.4%	100.0%
2004	4.1%	9.6%	26.5%	63.3%	89.3%	91.9%	93.6%	95.2%	97.2%	98.3%	99.4%	100.0%
2005	2.2%	9.5%	31.3%	62.0%	83.3%	91.6%	93.4%	94.8%	96.5%	98.4%	99.5%	100.0%
2006	1.6%	8.3%	25.1%	57.5%	83.7%	91.9%	93.4%	95.3%	96.8%	98.6%	99.3%	100.0%
2007	0.5%	5.5%	19.6%	71.8%	89.1%	91.7%	93.1%	94.5%	97.0%	98.6%	99.3%	100.0%
2008	0.5%	4.8%	24.1%	75.4%	90.6%	92.8%	94.8%	96.2%	97.8%	99.4%	99.8%	100.0%
2009	1.1%	3.8%	24.7%	71.9%	85.6%	90.7%	93.1%	94.8%	96.9%	98.7%	99.6%	100.0%
2010	0.6%	10.2%	39.2%	73.4%	88.9%	93.1%	94.5%	96.5%	98.0%	99.0%	99.7%	100.0%
2011	0.4%	7.9%	40.2%	68.9%	90.7%	93.3%	94.8%	96.2%	97.7%	98.7%	99.5%	100.0%
2012	0.6%	10.5%	35.0%	72.6%	88.9%	92.1%	93.7%	95.1%	97.2%	98.9%	99.6%	100.0%
2013	2.4%	12.0%	37.4%	73.2%	88.0%	90.6%	92.4%	94.0%	97.3%	99.0%	99.6%	100.0%
2014	0.6%	11.5%	41.6%	67.6%	87.6%	92.2%	93.3%	94.5%	97.2%	99.1%	99.6%	100.0%
2015	0.7%	11.3%	43.9%	70.3%	89.3%	91.8%	93.2%	94.3%	96.7%	99.1%	99.6%	100.0%
2016	0.5%	8.7%	44.7%	74.4%	87.0%	90.8%	92.1%	93.5%	96.5%	98.9%	99.6%	100.0%
2017	1.4%	12.7%	46.0%	77.5%	89.9%	92.4%	93.3%	94.8%	97.5%	99.4%	99.8%	100.0%
2001-16 Avg	2.1%	10.0%	34.1%	70.2%	87.1%	90.9%	92.4%	94.0%	96.8%	98.7%	99.5%	100.0%
5 Yrs Max Rev	0.5%	8.7%	35.0%	67.6%	87.0%	90.6%	92.1%	93.5%	96.5%	98.9%	99.6%	100.0%
5 Yrs Min Rev	2.4%	12.0%	44.7%	74.4%	89.3%	92.2%	93.7%	95.1%	97.3%	99.1%	99.6%	100.0%
5 Yrs Avg	1.0%	10.8%	40.5%	71.6%	88.2%	91.5%	92.9%	94.3%	97.0%	99.0%	99.6%	100.0%
FY 2017 Projected (Trends only - Partial Payment Plan Considerations not included)												
2001-16 Avg	\$20,045,000	\$38,339,000	\$40,882,000	\$33,377,000	\$31,239,000	\$30,753,000	\$30,537,000	\$30,493,000	\$30,438,000	\$30,447,000	\$30,331,000	\$30,238,000
5 Yrs Max Rev	\$84,692,000	\$43,985,000	\$39,780,000	\$34,646,000	\$31,257,000	\$30,840,000	\$30,641,000	\$30,669,000	\$30,538,000	\$30,389,000	\$30,285,000	\$30,238,000
5 Yrs Min Rev	\$17,644,000	\$31,889,000	\$31,148,000	\$31,479,000	\$30,452,000	\$30,305,000	\$30,117,000	\$30,153,000	\$30,287,000	\$30,328,000	\$30,285,000	\$30,238,000
5 Yrs Avg	\$44,110,000	\$35,433,000	\$34,361,000	\$32,701,000	\$30,846,000	\$30,537,000	\$30,364,000	\$30,415,000	\$30,387,000	\$30,358,000	\$30,285,000	\$30,238,000
2017 Budgeted	\$30,103,000	\$30,103,000	\$30,103,000	\$30,103,000	\$30,103,000	\$30,103,001	\$30,103,002	\$30,103,003	\$30,103,004	\$30,103,005	\$30,103,006	\$30,103,006
2017 Estimated	\$30,103,000	\$30,103,000	\$30,103,000	\$30,310,000	\$30,310,000	\$30,310,000	\$30,641,000	\$30,669,000	\$30,538,000	\$30,389,000	\$30,285,000	\$30,238,000
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Aug

CITY OF GALVESTON SALES TAX COLLECTIONS RESULTS FOR FULL 2% TAX (1.5% TO CITY, 0.5% TO IDC)
SEPTEMBER 2017 MERCHANTS' COLLECTIONS, PAID INTO STATE COMPTROLLER IN OCTOBER, RECEIVED BY CITY IN NOVEMBER 2017

CITY OF GALVESTON SALES TAX REVENUE RECEIVED FROM STATE COMPTROLLER, FY2003-2016															
MONTH TAX COLLECTED BY RETAILER	2015 (Full 2% Receipts)	2016 (Full 2% Receipts)	2017 (Full 2% Receipts)	Pct Over Same Mo Last FY	General Fund Share (75% of Total Receipts)	\$Millions <									

**CITY OF GALVESTON SALES TAX COLLECTIONS RESULTS FOR FULL 2% TAX (1.5% TO CITY, 0.5% TO IDC)
SEPTEMBER 2017 MERCHANTS' COLLECTIONS, PAID INTO STATE COMPTROLLER IN OCTOBER, RECEIVED BY CITY IN NOVEMBER 2017**

MONTH TAX COLLECTED BY RETAILER	2015 (Full 2% Receipts)	2016 (Full 2% Receipts)	2017 (Full 2% Receipts)	Pct Over Same Mo Last FY	General Fund Share (75% of Total Receipts)	CITY OF GALVESTON SALES TAX REVENUE RECEIVED FROM STATE COMPTROLLER, FY2003-2016			
August	90.76%	91.04%			91.38%	\$22.0	90.57%	89.87%	90.72%
September	100.00%	100.00%			100.00%		100.00%	100.00%	100.00%

CITY OF GALVESTON SALES TAX MODEL
QUARTERLY TAX REVENUE EXPLAINED USING LOCAL, REGIONAL AND NATIONAL FACTORSSales Tax Econometric Forecast
Date: 11/21/2017

FY	COEFFICIENTS		Employment		Exports to Mexico FAS + 1 Qtr		Summer Season Adjustment Var #1		Houston Gasoline Price Index + 1 Qtr		Galveston Storm Variable		Pleasure Pier Adjustment		U.S. Real GDP + 2 Qtrs 2 Qtr Moving Average		MODEL ESTIMATE (\$000's) = A+B+C+D+E+F+G+H	ACTUAL (\$000's)
	Fiscal Year	DATA	PRODUCT OF DATA AND COEFFICIENT = B	PRODUCT OF DATA AND COEFFICIENT = H	PRODUCT OF DATA AND COEFFICIENT = D	DATA	PRODUCT OF DATA AND COEFFICIENT = E	DATA	PRODUCT OF DATA AND COEFFICIENT = F	DATA	PRODUCT OF DATA AND COEFFICIENT = G	DATA	PRODUCT OF DATA AND COEFFICIENT = NT = G	0.2043				
1992	1992-2	(3.195)	1,783.9	2,477.9	\$9,188.9	(178.6)	0.00	106.07	112.0	0.0	0.00	0.00	\$8,955.85	1,829.7	\$1,046.0	\$1,106.6		
1992	1992-3	(3.195)	1,810.1	2,514.2	\$9,789.5	(190.3)	129.10	100.00	105.6	0.0	0.00	0.00	\$8,996.85	1,838.1	\$1,265.0	\$1,292.8		
1992	1992-4	(3.195)	1,802.7	2,504.0	\$10,391.3	(202.0)	188.40	102.67	108.4	0.0	0.00	0.00	\$9,069.70	1,852.9	\$1,349.0	\$1,300.2		
1993	1993-1	(3.195)	1,827.3	2,538.2	\$10,204.4	(198.4)	0.00	106.33	112.3	0.0	0.00	0.00	\$9,173.25	1,874.1	\$1,131.2	\$1,142.6		
1993	1993-2	(3.195)	1,805.4	2,507.7	\$10,207.1	(198.4)	0.00	102.77	108.5	0.0	0.00	0.00	\$9,268.35	1,893.5	\$1,116.3	\$1,070.7		
1993	1993-3	(3.195)	1,837.4	2,552.2	\$10,235.8	(199.0)	132.40	98.33	103.8	0.0	0.00	0.00	\$9,359.85	1,912.2	\$1,371.5	\$1,235.5		
1993	1993-4	(3.195)	1,847.6	2,566.3	\$10,765.7	(209.3)	192.90	101.77	107.5	0.0	0.00	0.00	\$9,415.30	1,923.5	\$1,480.4	\$1,420.4		
1994	1994-1	(3.195)	1,867.5	2,594.0	\$9,825.6	(191.0)	0.00	99.50	105.1	0.0	0.00	0.00	\$9,452.10	1,931.1	\$1,244.2	\$1,222.8		
1994	1994-2	(3.195)	1,843.4	2,560.5	\$10,753.7	(209.1)	0.00	97.73	103.2	0.0	0.00	0.00	\$9,503.20	1,941.5	\$1,201.1	\$1,127.4		
1994	1994-3	(3.195)	1,881.0	2,612.7	\$11,859.3	(235.3)	137.10	93.13	98.3	0.0	0.00	0.00	\$9,589.90	1,959.2	\$1,449.0	\$1,487.0		
1994	1994-4	(3.195)	1,888.0	2,622.5	\$12,620.1	(245.3)	201.80	97.77	103.2	0.0	0.00	0.00	\$9,700.85	1,981.9	\$1,568.0	\$1,626.9		
1995	1995-1	(3.195)	1,921.0	2,668.3	\$13,043.3	(253.6)	0.00	104.33	110.2	0.0	0.00	0.00	\$9,814.80	2,005.2	\$1,335.1	\$1,393.5		
1995	1995-2	(3.195)	1,910.6	2,653.8	\$13,320.8	(259.0)	0.00	101.67	107.4	0.0	0.00	0.00	\$9,910.55	2,024.7	\$1,331.9	\$1,335.3		
1995	1995-3	(3.195)	1,941.0	2,696.1	\$11,594.2	(225.4)	139.00	98.03	103.5	0.0	0.00	0.00	\$9,996.10	2,042.2	\$1,628.5	\$1,514.5		
1995	1995-4	(3.195)	1,952.1	2,711.4	\$10,867.7	(211.3)	203.10	103.50	109.3	0.0	0.00	0.00	\$10,069.70	2,057.2	\$1,774.2	\$1,585.5		
1996	1996-1	(3.195)	1,977.4	2,746.6	\$11,715.2	(227.7)	0.00	101.87	107.6	0.0	0.00	0.00	\$10,104.50	2,064.3	\$1,495.8	\$1,529.7		
1996	1996-2	(3.195)	1,957.0	2,718.2	\$12,115.0	(235.5)	0.00	94.90	100.2	0.0	0.00	0.00	\$10,165.45	2,076.8	\$1,464.7	\$1,595.5		
1996	1996-3	(3.195)	1,988.4	2,761.9	\$13,000.4	(252.7)	143.00	99.00	104.5	0.0	0.00	0.00	\$10,245.00	2,093.1	\$1,724.9	\$1,818.1		
1996	1996-4	(3.195)	1,997.3	2,774.3	\$13,659.5	(265.5)	207.10	110.67	116.9	0.0	0.00	0.00	\$10,314.95	2,107.3	\$1,846.6	\$1,957.3		
1997	1997-1	(3.195)	2,034.8	2,826.4	\$14,347.2	(278.9)	0.00	103.63	109.4	0.0	0.00	0.00	\$10,439.05	2,132.7	\$1,594.6	\$1,675.2		
1997	1997-2	(3.195)	2,026.3	2,814.5	\$15,784.5	(306.9)	0.00	105.87	111.8	0.0	0.00	0.00	\$10,578.10	2,161.1	\$1,585.5	\$1,670.1		
1997	1997-3	(3.195)	2,066.7	2,870.6	\$15,671.8	(304.7)	145.00	104.63	110.5	0.0	0.00	0.00	\$10,682.95	2,182.5	\$1,880.0	\$1,958.4		
1997	1997-4	(3.195)	2,086.6	2,898.2	\$17,053.3	(331.5)	210.80	101.57	107.3	0.0	0.00	0.00	\$10,780.00	2,202.4	\$1,995.5	\$2,036.7		
1998	1998-1	(3.195)	2,130.6	2,959.4	\$18,581.2	(361.2)	0.00	104.70	110.6	0.0	0.00	0.00	\$10,902.55	2,227.4	\$1,741.2	\$1,745.7		
1998	1998-2	(3.195)	2,130.5	2,959.3	\$20,082.2	(390.4)	0.00	100.73	106.4	0.0	0.00	0.00	\$11,054.10	2,258.4	\$1,738.7	\$1,767.0		
1998	1998-3	(3.195)	2,174.1	3,019.9	\$19,566.7	(380.4)	146.40	92.73	97.9	0.0	0.00	0.00	\$11,167.15	2,281.4	\$2,041.9	\$2,094.6		
1998	1998-4	(3.195)	2,197.7	3,052.5	\$19,253.2	(374.3)	213.70	91.77	97.3	0.0	0.00	0.00	\$11,266.75	2,301.6	\$2,200.5	\$2,209.9		
1999	1999-1	(3.195)	2,224.4	3,089.7	\$19,219.3	(373.6)	0.00	90.33	95.4	0.0	0.00	0.00	\$11,376.10	2,324.1	\$1,940.6	\$2,030.1		
1999	1999-2	(3.195)	2,196.8	3,051.4	\$20,733.4	(403.1)	0.00	88.97	93.9	0.0	0.00	0.00	\$11,505.80	2,350.6	\$1,897.8	\$1,999.7		
1999	1999-3	(3.195)	2,208.9	3,068.2	\$18,947.4	(368.3)	148.30	84.03	88.7	0.0	0.00	0.00	\$11,675.65	2,385.3	\$2,199.9	\$2,121.1		
1999	1999-4	(3.195)	2,218.7	3,081.7	\$20,375.6	(396.1)	215.90	95.53	100.9	0.0	0.00	0.00	\$11,817.70	2,414.4	\$2,327.6	\$2,183.9		
2000	2000-1	(3.195)	2,243.8	3,116.7	\$22,400.4	(435.5)	0.00	102.33	108.1	0.0	0.00	0.00	\$11,913.60	2,433.9	\$2,028.2	\$2,150.1		
2000	2000-2	(3.195)	2,231.7	3,099.9	\$25,185.5	(489.6)	0.00	109.07	115.2	0.0	0.00	0.00	\$12,037.80	2,459.3	\$1,989.8	\$2,057.3		
2000	2000-3	(3.195)	2,268.5	3,150.9	\$26,069.9	(506.8)	153.40	120.17	126.9	0.0	0.00	0.00	\$12,218.20	2,496.2	\$2,300.8	\$2,285.1		
2000	2000-4	(3.195)	2,278.2	3,164.4	\$27,594.8	(536.4)	223.90	131.13	138.5	0.0	0.00	0.00	\$12,341.20	2,521.3	\$2,426.4	\$2,428.5		
2001	2001-1	(3.195)	2,303.1	3,199.0	\$29,289.1	(569.4)	0.00	133.90	141.4	0.0	0.00	0.00	\$12,475.80	2,549.8	\$2,124.8	\$2,094.2		
2001	2001-2	(3.195)	2,289.8	3,180.5	\$28,395.2	(552.0)	0.00	124.97	132.0	0.0	0.00	0.00	\$12,600.10	2,574.2	\$2,139.7	\$2,253.3		
2001	2001-3	(3.195)	2,317.0	3,218.3	\$26,688.3	(518.8)	159.60	120.80	127.6	0.0	0.00	0.00	\$12,643.50	2,583.1	\$2,453.0	\$2,476.4		
2001	2001-4	(3.195)	2,312.6	3,212.1	\$25,252.5	(490.9)	230.00	139.07	146.9	0.0	0.00	0.00	\$12,661.30	2,586.7	\$2,602.5	\$2,532.2		
2002	2002-1	(3.195)	2,315.6	3,216.4	\$24,399.0	(474.3)	0.00	120.67	127.4	0.0	0.00	0.00	\$12,676.80	2,589.9	\$2,264.4	\$2,262.9		
2002	2002-2	(3.195)	2,289.6	3,180.2	\$24,956.7	(485.2)	0.00	100.57	106.2	0.0	0.00	0.00	\$12,690.20	2,592.6	\$2,198.8	\$2,060.3		
2002	2002-3	(3.195)	2,310.5	3,209.2	\$22,607.9	(439.5)	158.60	95.97	101.3	0.0	0.00	0.00	\$12,687.70	2,592.1	\$2,504.4	\$2,449.9		
2002	2002-4	(3.195)	2,302.6	3,198.3	\$24,875.7	(483.6)	232.10	119.23	125.9	0.0	0.00	0.00	\$12,763.80	2,607.6	\$2,599.0	\$2,478.9		
2003	2003-1	(3.195)	2,310.7	3,209.6	\$24,805.1	(482.2)	0.00	115.93	122.4	0.0	0.00	0.00	\$12,857.65	2,626.8	\$2,281.6	\$2,145.5		
2003	2003-2	(3.195)	2,283.9	3,172.3	\$25,181.4	(489.5)	0.00	119.27	125.9	0.0	0.00	0.00	\$12,924.40	2,640.5	\$2,254.2	\$2,309.0		
2003	2003-3	(3.195)	2,295.9	3,189.1	\$22,677.8	(440.9)	162.50	132.47	139.9	0.0	0.00	0.00	\$12,959.90	2,647.7	\$2,582.9	\$2,573.9		
2003	2003-4	(3.195)	2,282.6	3,170.5	\$23,909.5	(464.8)	237.90	124.33	131.3	0.0	0.00	0.00	\$12,997.60	2,655.4	\$2,651.9	\$2,656.3		
2004	2004-1	(3.195)	2,295.5	3,188.5	\$24,379.3	(473.9)	0.00	128.27	135.4	0.0	0.00	0.00	\$13,091.65	2,674.6	\$2,329.6	\$2,308.7		
2004	2004-2	(3.195)	2,282.9	3,171.0	\$26,445.1	(514.1)	0.00	120.90	127.7	0.0	0.00	0.00	\$13,262.25	2,709.5	\$2,299.1	\$2,308.3		
2004	2004-3	(3.195)	2,305.8	3,202.8	\$25,869.5	(502.9)	169.50	133.97	141.5	0.0	0.00	0.00	\$13,450.55	2,747.9	\$2,646.9	\$2,611.7		
2004	2004-4	(3.195)	2,306.0	3,203.0	\$27,729.9	(539.1)	245.20	154.23	162.9	0.0	0.00	0.00	\$13,567.60	2,771.9	\$2,769.0	\$2,687.7		
2005	2005-1	(3.195)	2,331.0	3,237.8	\$27,854.7	(541.5)	0.00	151.93	160.4	0.0	0.00	0.00	\$13,656.35	2,790.0	\$2,451.7	\$2,440.5		
2005	2005-2	(3.195)	2,327.7	3,233.2	\$29,277.2	(569.1)	0.00	157.63	166.5	0.0	0.00	0.00	\$13,768.50	2,812.9	\$2,448.5	\$2,457.1		
2005	2005-3	(3.195)	2,364.3	3,284.1	\$28,141.6	(547.1)	174.60	155.03	163.7	0.0	0.00	0.00	\$13,890.60	2,837.8	\$2,803.7	\$2,726.1		

CITY OF GALVESTON SALES TAX MODEL
QUARTERLY TAX REVENUE EXPLAINED USING LOCAL, REGIONAL AND NATIONAL FACTORS

Sales Tax Econometric Forecast
 Date: 11/21/2017

FY	Fiscal Year	COEFFICIENTS	Employment		Exports to Mexico FAS + 1 Qtr		Summer Season Adjustment Var #1		Houston Gasoline Price Index + 1 Qtr		Galveston Storm Variable		Pleasure Pier Adjustment		U.S. Real GDP + 2 Qtrs 2 Qtr Moving Average		MODEL ESTIMATE (\$000's) = A+B+C+D+E+F+G+H	ACTUAL (\$000's)
			1.389	DATA	PRODUCT OF DATA AND COEFFICIENT = B	DATA	PRODUCT OF DATA AND COEFFICIENT = H	1.49	DATA	PRODUCT OF DATA AND COEFFICIENT NT = D	DATA	PRODUCT OF DATA AND COEFFICIENT NT = E	486.2	DATA	PRODUCT OF DATA AND COEFFICIENT = G	0.2043		
2005	2005-4	(3.195)	2,379.2	3,304.7	\$29,882.8	(580.9)	379.2	254.50	178.07	188.0	0.0	0.0	0.0	0.0	\$14,024.75	2,865.3	\$2,961.3	\$2,825.3
2006	2006-1	(3.195)	2,417.3	3,357.6	\$30,111.5	(585.4)	0.0	0.0	211.00	222.8	0.0	0.0	0.0	0.0	\$14,135.90	2,888.0	\$2,688.0	\$2,769.6
2006	2006-2	(3.195)	2,418.7	3,359.6	\$32,111.6	(624.2)	0.0	0.0	207.97	219.6	0.0	0.0	0.0	0.0	\$14,232.25	2,907.6	\$2,667.6	\$2,780.7
2006	2006-3	(3.195)	2,460.2	3,417.2	\$32,483.1	(631.5)	181.80	181.80	197.70	208.8	0.0	0.0	0.0	0.0	\$14,332.60	2,928.2	\$2,998.6	\$3,268.7
2006	2006-4	(3.195)	2,481.9	3,447.3	\$34,056.7	(662.1)	264.60	264.60	247.40	261.3	0.0	0.0	0.0	0.0	\$14,459.75	2,954.1	\$3,199.9	\$3,405.2
2007	2007-1	(3.195)	2,522.8	3,504.1	\$33,103.7	(643.5)	0.0	0.0	236.70	250.0	0.0	0.0	0.0	0.0	\$14,567.85	2,976.2	\$2,891.8	\$2,850.4
2007	2007-2	(3.195)	2,521.0	3,501.7	\$34,078.3	(662.5)	0.0	0.0	183.47	193.7	0.0	0.0	0.0	0.0	\$14,596.10	2,982.0	\$2,819.9	\$2,988.6
2007	2007-3	(3.195)	2,571.8	3,572.3	\$32,157.0	(625.1)	184.30	184.30	274.6	203.4	0.0	0.0	0.0	0.0	\$14,696.75	2,995.0	\$3,225.2	\$3,292.4
2007	2007-4	(3.195)	2,580.4	3,584.2	\$34,410.4	(668.9)	266.40	266.40	250.16	249.8	0.0	0.0	0.0	0.0	\$14,721.45	3,007.6	\$3,389.0	\$3,566.1
2008	2008-1	(3.195)	2,617.0	3,635.0	\$34,836.2	(677.2)	0.0	0.0	236.56	249.8	0.0	0.0	0.0	0.0	\$14,782.35	3,020.6	\$3,032.6	\$3,165.6
2008	2008-2	(3.195)	2,599.7	3,611.0	\$34,514.4	(671.0)	0.0	0.0	242.61	256.2	0.0	0.0	0.0	0.0	\$14,888.60	3,041.7	\$3,042.9	\$3,014.3
2008	2008-3	(3.195)	2,634.0	3,658.6	\$35,745.6	(694.9)	191.20	191.20	284.9	274.4	0.0	0.0	0.0	0.0	\$14,965.15	3,057.4	\$3,385.4	\$3,406.4
2008	2008-4	(3.195)	2,630.8	3,654.1	\$38,174.1	(742.1)	279.40	279.40	312.79	330.3	(1.0)	(486.2)	0.0	0.0	\$14,940.65	3,052.4	\$3,029.8	\$3,000.6
2009	2009-1	(3.195)	2,647.6	3,677.6	\$40,339.7	(784.2)	0.0	0.0	318.52	336.4	0.0	0.0	0.0	0.0	\$14,926.45	3,049.5	\$3,570.5	\$3,496.6
2009	2009-2	(3.195)	2,588.3	3,595.2	\$36,960.7	(718.5)	0.0	0.0	190.92	201.6	0.0	0.0	0.0	0.0	\$14,927.50	3,049.7	\$3,176.1	\$3,339.2
2009	2009-3	(3.195)	2,570.8	3,570.8	\$29,068.3	(565.1)	191.00	191.00	284.6	154.24	162.9	0.5	243.1	0.0	\$14,734.30	3,010.2	\$3,511.5	\$3,568.9
2009	2009-4	(3.195)	2,533.5	3,519.1	\$29,515.9	(573.8)	277.90	277.90	414.1	191.69	202.4	0.5	243.1	0.0	\$14,476.00	2,957.4	\$3,567.3	\$3,452.6
2010	2010-1	(3.195)	2,538.5	3,526.0	\$33,779.8	(656.7)	0.0	0.0	212.28	224.2	0.0	0.0	0.0	0.0	\$14,365.30	2,934.8	\$2,833.3	\$2,580.7
2010	2010-2	(3.195)	2,514.7	3,492.9	\$36,528.0	(710.1)	0.0	0.0	212.12	224.0	0.0	0.0	0.0	0.0	\$14,379.05	2,937.6	\$2,749.4	\$2,558.2
2010	2010-3	(3.195)	2,559.9	3,555.6	\$37,439.1	(727.8)	194.40	194.40	289.7	223.55	236.1	0.0	0.0	0.0	\$14,472.20	2,956.7	\$3,115.3	\$2,969.8
2010	2010-4	(3.195)	2,556.1	3,550.5	\$40,419.8	(785.8)	283.00	283.00	421.7	235.53	248.7	0.0	0.0	0.0	\$14,573.35	2,977.3	\$3,217.4	\$3,271.6
2011	2011-1	(3.195)	2,583.8	3,588.9	\$41,341.3	(803.7)	0.0	0.0	222.38	234.8	0.0	0.0	0.0	0.0	\$14,675.35	2,998.2	\$2,823.2	\$2,646.2
2011	2011-2	(3.195)	2,570.6	3,570.5	\$44,464.5	(864.4)	0.0	0.0	235.55	248.7	0.0	0.0	0.0	0.0	\$14,795.70	3,022.8	\$2,782.6	\$2,764.0
2011	2011-3	(3.195)	2,620.8	3,640.3	\$46,096.9	(996.1)	201.50	201.50	300.2	272.97	288.3	0.0	0.0	0.0	\$14,892.25	3,042.5	\$3,180.2	\$3,200.0
2011	2011-4	(3.195)	2,629.4	3,652.2	\$49,637.2	(964.9)	293.50	293.50	437.3	326.26	344.5	0.0	0.0	0.0	\$14,910.15	3,046.1	\$3,320.2	\$3,406.7
2012	2012-1	(3.195)	2,660.9	3,696.0	\$50,904.9	(989.6)	0.0	0.0	308.67	323.8	0.0	0.0	0.0	0.0	\$14,935.45	3,051.3	\$2,886.5	\$2,671.3
2012	2012-2	(3.195)	2,660.8	3,695.8	\$51,649.6	(1,004.1)	0.0	0.0	278.18	293.8	0.0	0.0	0.0	0.0	\$15,005.35	3,065.6	\$2,856.1	\$2,844.2
2012	2012-3	(3.195)	2,718.8	3,776.5	\$52,954.0	(1,029.4)	205.50	205.50	306.2	303.36	320.3	0.0	0.0	1.00	\$15,105.70	3,086.1	\$3,532.7	\$3,564.9
2012	2012-4	(3.195)	2,736.7	3,801.2	\$53,111.5	(1,032.5)	295.70	295.70	318.76	336.6	0.0	0.0	0.0	1.00	\$15,240.65	3,113.7	\$3,732.6	\$3,928.4
2013	2013-1	(3.195)	2,781.2	3,863.1	\$54,216.3	(1,054.0)	0.0	0.0	303.71	320.7	0.0	0.0	0.0	0.0	\$15,326.70	3,131.2	\$3,066.0	\$2,927.6
2013	2013-2	(3.195)	2,776.0	3,855.8	\$55,593.2	(1,080.7)	0.0	0.0	287.53	303.6	0.0	0.0	0.0	0.0	\$15,371.60	3,140.4	\$3,024.1	\$3,101.1
2013	2013-3	(3.195)	2,823.9	3,922.4	\$53,698.4	(1,043.9)	207.70	207.70	309.5	299.70	316.5	0.0	0.0	1.20	\$15,382.55	3,142.7	\$3,773.8	\$3,530.8
2013	2013-4	(3.195)	2,832.7	3,934.6	\$57,007.1	(1,108.2)	302.40	302.40	450.6	301.63	318.5	0.0	0.0	1.20	\$15,438.10	3,154.0	\$3,876.1	\$3,865.4
2014	2014-1	(3.195)	2,873.1	3,990.7	\$56,795.9	(1,104.1)	0.0	0.0	300.73	317.6	0.0	0.0	0.0	0.0	\$15,506.75	3,168.0	\$3,177.2	\$3,059.1
2014	2014-2	(3.195)	2,864.0	3,978.1	\$58,452.9	(1,136.3)	0.0	0.0	272.83	288.1	0.0	0.0	0.0	0.0	\$15,581.45	3,183.3	\$3,118.2	\$3,131.6
2014	2014-3	(3.195)	2,920.3	4,056.3	\$57,650.5	(1,120.7)	214.00	214.00	318.9	284.62	300.6	0.0	0.0	1.20	\$15,717.60	3,211.1	\$3,892.8	\$3,849.3
2014	2014-4	(3.195)	2,934.6	4,076.2	\$61,111.3	(1,188.0)	310.40	310.40	462.5	308.23	325.5	0.0	0.0	1.20	\$15,770.45	3,221.9	\$4,024.7	\$4,261.6
2015	2015-1	(3.195)	2,987.2	4,149.2	\$61,351.5	(1,192.7)	0.0	0.0	296.31	312.9	0.0	0.0	0.0	0.0	\$15,823.90	3,232.8	\$3,307.2	\$3,294.6
2015	2015-2	(3.195)	2,966.9	4,121.0	\$60,894.0	(1,183.8)	0.0	0.0	242.67	256.3	0.0	0.0	0.0	0.0	\$15,997.65	3,268.3	\$3,266.8	\$3,358.3
2015	2015-3	(3.195)	2,984.8	4,145.9	\$57,171.2	(1,111.4)	213.20	213.20	317.7	183.93	194.2	0.0	0.0	1.20	\$16,140.80	3,297.5	\$3,970.5	\$3,929.0
2015	2015-4	(3.195)	2,975.5	4,133.0	\$60,182.7	(1,170.0)	311.20	311.20	463.7	216.05	228.2	0.0	0.0	1.20	\$16,227.85	3,315.3	\$4,096.8	\$4,124.1
2016	2016-1	(3.195)	2,998.3	4,164.6	\$60,225.4	(1,170.8)	0.0	0.0	212.31	224.2	0.0	0.0	0.0	0.0	\$16,321.60	3,334.5	\$3,357.5	\$3,366.5
2016	2016-2	(3.195)	2,972.7	4,129.1	\$58,624.7	(1,139.7)	0.0	0.0	170.99	180.6	0.0	0.0	0.0	0.0	\$16,414.55	3,353.5	\$3,328.5	\$3,413.4
2016	2016-3	(3.195)	2,987.9	4,150.1	\$55,397.6	(1,076.9)	216.40	216.40	322.4	147.74	156.0	0.0	0.0	1.20	\$16,472.80	3,365.4	\$4,043.6	\$4,018.7
2016	2016-4	(3.195)	2,974.5	4,131.6	\$57,692.8	(1,121.5)	0.0	0.0	180.11	190.1	0.0	0.0	0.0	0.0	\$16,507.85	3,372.6	\$4,168.0	\$4,202.5
2017	2017-1	(3.195)	3,009.0	4,179.5	\$57,897.6	(1,125.5)	0.0	0.0	180.00	190.8	0.0	0.0	0.0	0.0	\$16,617.55	3,395.0	\$3,440.1	\$3,455.1
2017	2017-2	(3.195)	2,995.1	4,160.2	\$58,713.7	(1,141.4)	0.0	0.0	180.11	190.2	0.0	0.0	0.0	0.0	\$16,720.80	3,416.1	\$3,430.1	\$3,512.2
2017	2017-3	(3.195)	3,035.0	4,215.6	\$58,702.5	(1,141.2)	221.00	221.00	329.3	189.15	199.7	0.0	0.0	1.20	\$16,814.75	3,435.3	\$4,165.3	\$4,085.3
2017	2017-4	(3.195)	3,024.7	4,201.2	\$60,090.9	(1,168.2)	323.70	323.70	482.3	198.61	209.7	(0.5)	(243.1)	1.20	\$16,877.40	3,448.1	\$4,056.6	\$4,056.5
2018	2018-1	(3.195)	3,044.5	4,228.8	\$60,693.9	(1,179.9)	0.0	0.0	200.06	211.3	0.0	0.0	0.0	0.0	\$16,967.63	3,466.5	\$3,531.7	\$3,531.7
2018	2018-2	(3.195)	3,036.1	4,217.1	\$58,714													

CITY OF GALVESTON SALES TAX MODEL
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Sales Tax Econometric Forecast
 Date: 11/21/2017

	COEFFICIENTS		Employment	Exports to Mexico FAS + 1 Qtr		Summer Season Adjustment Var #1		Houston Gasoline Price Index + 1 Qtr		Galveston Storm Variable		Pleasure Pier Adjustment		U.S. Real GDP + 2 Qtrs 2 Qtr Moving Average			
			1.389	-0.01944	1.49	1.056	486.2	268							0.2043		
FY	Fiscal Year	DATA	PRODUCT OF DATA AND COEFFICIENT = B	DATA	PRODUCT OF DATA AND COEFFICIENT = H	DATA	PRODUCT OF DATA AND COEFFICIENT NT = D	DATA	PRODUCT OF DATA AND COEFFICIENT NT = E	DATA	PRODUCT OF DATA AND COEFFICIENT T = F	DATA	PRODUCT OF DATA AND COEFFICIENT = G	DATA	PRODUCT OF DATA AND COEFFICIENT NT = G	MODEL ESTIMATE (\$000's) = A+B+C+D+E+F+G+H	ACTUAL (\$000's)
2019	2019-2	(3,195)	3,075.6	4,272.0	\$58,713.7	(1,141.4)	0.0	190.00	200.6	0.0	0.0	0.0	0.0	\$17,504.67	3,576.2	\$3,712.4	
2019	2019-3	(3,195)	3,118.3	4,331.3	\$58,702.5	(1,141.2)	229.90	210.00	221.8	0.0	0.0	1.20	321.60	\$17,632.29	3,602.3	\$4,483.4	
2019	2019-4	(3,195)	3,099.2	4,304.8	\$60,090.9	(1,168.2)	336.80	210.00	221.8	0.0	0.0	1.20	321.60	\$17,723.16	3,620.8	\$4,607.6	
2020	2020-1	(3,195)	3,134.4	4,353.7	\$60,693.9	(1,179.9)	0.0	190.00	200.6	0.0	0.0	0.0	0.0	\$17,817.91	3,640.2	\$3,819.6	
2020	2020-2	(3,195)	3,129.4	4,346.7	\$58,713.7	(1,141.4)	0.0	190.00	200.6	0.0	0.0	0.0	0.0	\$17,951.04	3,667.4	\$3,878.3	
2020	2020-3	(3,195)	3,174.4	4,409.2	\$58,702.5	(1,141.2)	234.50	349.4	221.8	0.0	0.0	1.20	321.60	\$18,053.60	3,688.3	\$4,654.1	
2020	2020-4	(3,195)	3,157.2	4,385.4	\$60,090.9	(1,168.2)	343.50	511.8	221.8	0.0	0.0	1.20	321.60	\$18,118.39	3,701.6	\$4,779.0	
2021	2021-1	(3,195)	3,194.6	4,437.3	\$60,693.9	(1,179.9)	0.0	190.00	200.6	0.0	0.0	0.0	0.0	\$18,215.25	3,721.4	\$3,984.4	
2021	2021-2	(3,195)	3,192.0	4,433.7	\$58,713.7	(1,141.4)	0.0	190.00	200.6	0.0	0.0	0.0	0.0	\$18,351.34	3,749.2	\$4,047.1	
2021	2021-3	(3,195)	3,244.2	4,506.2	\$58,702.5	(1,141.2)	239.20	356.4	221.8	0.0	0.0	1.20	321.60	\$18,438.10	3,766.9	\$4,836.7	
2021	2021-4	(3,195)	3,226.7	4,481.9	\$60,090.9	(1,168.2)	350.40	522.1	221.8	0.0	0.0	1.20	321.60	\$18,486.19	3,776.7	\$4,960.9	

ASSUMPTIONS

Cal Year	Calendar Year Employment Growth	Fiscal Year	U.S. Real GDP Growth	Exports to Mexico	CPI	Projected COG Sales Tax (\$Millions)	Fiscal Year	Model Total (\$000's)	Total Actual Tax (\$000's)	Actual Over/Under Model	Pct Actual Over/Under Model	Pct Change
2016	0.40%	FY 2016	-0.03%	-1.24%	1.32%	\$14.90	1993	\$5,099.4	\$4,869.2	(\$230.2)	-4.73%	
2017	1.18%	FY 2017	1.31%	0.00%	2.39%	\$15.10	1994	\$5,462.3	\$5,464.1	\$1.8	0.03%	12.22%
2018	1.30%	FY 2018	1.30%	0.00%	2.00%	\$15.68	1995	\$6,066.7	\$5,828.8	(\$240.9)	-4.13%	6.67%
2019	1.63%	FY 2019	1.52%	0.00%	2.00%	\$16.46	1996	\$6,532.0	\$6,900.6	\$368.6	5.34%	18.39%
2020	1.92%	FY 2020	1.87%	0.00%	2.00%	\$17.13	1997	\$7,055.6	\$7,340.4	\$284.8	3.88%	6.37%
2021	2.20%	FY 2021	2.20%	0.00%	2.00%	\$17.83	1998	\$7,722.3	\$7,702.2	(\$20.1)	-0.26%	4.93%
							1999	\$8,365.9	\$8,334.8	(\$31.1)	-0.37%	8.21%
							2000	\$8,745.2	\$8,921.0	\$175.8	1.97%	7.03%
							2001	\$9,320.0	\$9,356.1	\$36.1	0.39%	4.88%
							2002	\$9,566.6	\$9,252.0	(\$314.6)	-3.40%	-1.11%
							2003	\$9,770.6	\$9,683.7	(\$86.9)	-0.90%	4.67%
							2004	\$10,044.6	\$9,916.4	(\$128.2)	-1.29%	2.40%
							2005	\$10,665.2	\$10,449.0	(\$216.2)	-2.07%	5.37%
							2006	\$11,554.1	\$12,224.2	\$670.1	5.48%	16.99%
							2007	\$12,325.9	\$12,697.5	\$371.6	2.93%	3.87%
							2008	\$12,490.7	\$12,586.9	\$96.2	0.76%	-0.87%
							2009	\$13,825.4	\$13,857.3	\$31.9	0.23%	10.09%
							2010	\$11,915.4	\$11,380.3	(\$535.1)	-4.70%	-17.88%
							2011	\$12,106.2	\$12,016.9	(\$89.3)	-0.74%	5.59%
							2012	\$13,007.9	\$13,008.8	\$0.9	0.01%	8.25%
							2013	\$13,740.0	\$13,424.9	(\$315.1)	-2.35%	3.20%
							2014	\$14,212.9	\$14,301.8	\$88.9	0.62%	6.53%
							2015	\$14,641.3	\$14,706.0	\$64.7	0.44%	2.83%
							2016	\$14,897.6	\$15,001.1	\$103.5	0.69%	2.01%
							2017 Est.	\$15,096.1	\$15,109.1	\$13.0	0.09%	0.72%
							2018 Est.	\$15,878.5				5.09%
							2019 Est.	\$16,462.6				3.68%
							2020 Est.	\$17,131.0				4.06%
							2021 Est.	\$17,829.1				4.08%

CITY OF GALVESTON SALES TAX MODEL
QUARTERLY TAX REVENUE EXPLAINED USING LOCAL, REGIONAL AND NATIONAL FACTORS

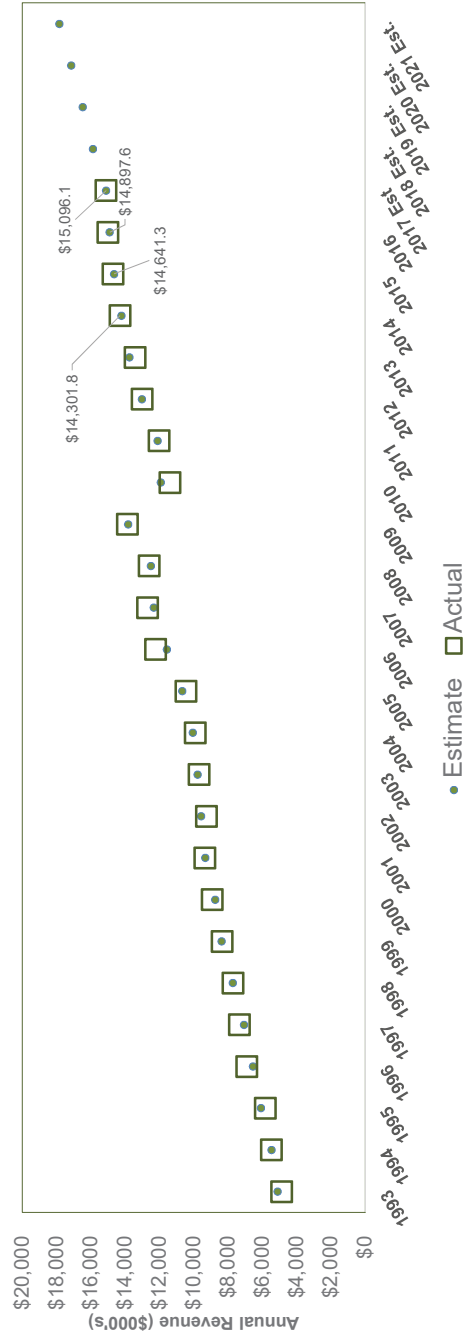
Sales Tax Econometric Forecast
Date: 11/21/2017

[illegible]

0.46%

Sales Tax Estimated Revenue Versus Actual by Fiscal Year

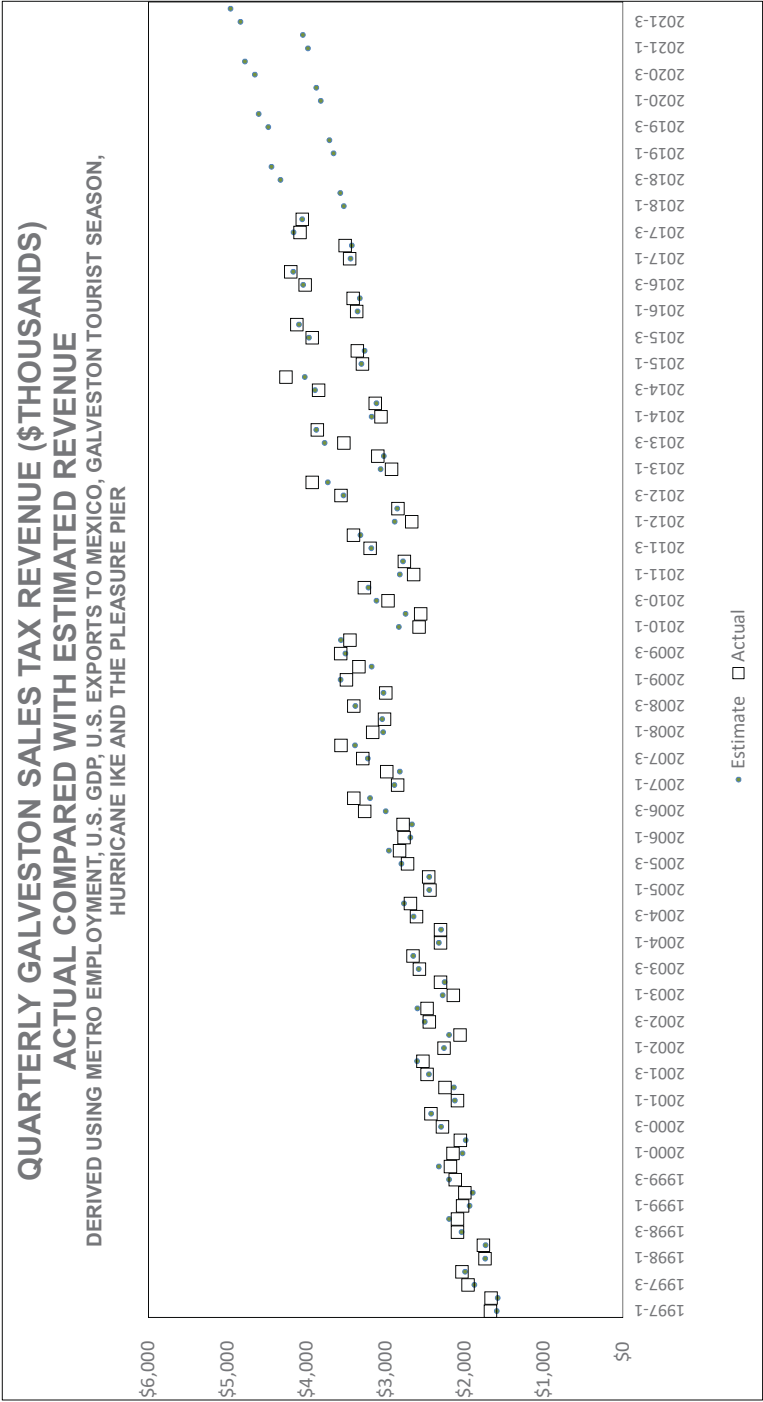
(Predictive Factors: Regional Employment, Exports to Mexico, U.S. Gross Domestic Product, Houston Gasoline Prices, Summer Season, Hurricanes, and Pleasure Pier)



CITY OF GALVESTON SALES TAX MODEL
QUARTERLY TAX REVENUE EXPLAINED USING LOCAL, REGIONAL AND NATIONAL FACTORS

Sales Tax Econometric Forecast
Date: 11/21/2017

	COEFFICIENTS		Employment	Exports to Mexico FAS + 1 Qtr	Summer Season Adjustment Var #1	Houston Gasoline Price Index + 1 Qtr	Galveston Storm Variable		Pleasure Pier Adjustment		U.S. Real GDP + 2 Qtrs 2 Qtr Moving Average			
			1.389	-0.01944	1.49	1.056	486.2	268			0.2043			
FY	Fiscal Year	DATA	DATA AND COEFFICIENT = B	PRODUCT OF DATA AND COEFFICIENT = H	DATA	PRODUCT OF DATA AND COEFFICIENT = D	DATA	PRODUCT OF DATA AND COEFFICIENT = E	DATA	PRODUCT OF DATA AND COEFFICIENT = F	DATA	PRODUCT OF DATA AND COEFFICIENT = G	MODEL ESTIMATE (\$000's) = A+B+C+D+E+F+G+H	ACTUAL (\$000's)



**CITY OF GALVESTON - LOCAL HOTEL OCCUPANCY TAX - GROSS COLLECTIONS REPORT
SEPTEMBER OCCUPANCY AND OCTOBER COLLECTIONS BY PARK BOARD**

Month of Occupancy	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Month Over/ (Under) Same Month Last Yr		
October	\$566,603.98	\$649,601.76	\$639,696.99	\$858,676.11	\$1,273,005.15	\$892,938.06	\$1,015,895.74	13.8%		
November	\$474,036.48	\$584,677.19	\$685,798.10	\$861,261.82	\$838,200.99	\$872,362.01	\$816,077.11	-6.5%		
December	\$358,869.95	\$370,422.69	\$472,320.24	\$530,191.42	\$635,474.94	\$730,641.58	\$902,418.26	23.5%		
January	\$385,821.19	\$416,526.68	\$489,796.45	\$477,859.59	\$573,936.66	\$691,506.50	\$726,111.74	5.0%		
February	\$463,624.03	\$556,338.30	\$662,290.02	\$611,617.14	\$815,772.67	\$783,600.85	\$928,371.67	18.5%		
March	\$879,705.14	\$1,112,272.85	\$1,128,453.40	\$1,012,287.24	\$1,167,060.11	\$1,444,396.17	\$1,527,514.96	5.8%		
April	\$811,548.49	\$908,341.22	\$902,403.03	\$944,120.47	\$1,120,372.30	\$1,213,005.59	\$1,279,130.86	5.5%		
May	\$812,563.94	\$1,005,816.52	\$1,059,210.25	\$1,398,247.05	\$1,334,699.85	\$1,324,156.41	\$1,384,806.34	4.6%		
June	\$1,478,676.42	\$1,756,462.71	\$1,512,258.09	\$1,147,935.08	\$1,949,550.21	\$2,159,510.89	\$2,369,703.73	9.7%		
July	\$1,891,503.23	\$1,847,095.93	\$2,476,120.72	\$3,109,028.17	\$2,596,952.83	\$2,304,051.16	\$2,639,528.58	14.6%		
August	\$1,249,302.15	\$1,725,676.56	\$1,849,894.39	\$1,681,498.78	\$1,809,908.82	\$1,492,338.64	\$1,563,148.58	4.7%		
September	\$727,916.77	\$825,373.66	\$659,731.22	\$952,144.67	\$1,172,423.31	\$1,399,092.70	\$1,513,221.44	8.2%		
Totals	\$10,100,171.77	\$11,758,606.07	\$12,537,972.90	\$13,584,867.54	\$15,287,357.84	\$15,307,600.56	\$16,665,929.01	8.9%		
	15.9%	16.4%	6.6%	8.3%	12.5%	0.1%	8.9%			
Amt per Penny	\$1,122,241.31	\$1,306,511.79	\$1,393,108.10	\$1,509,429.73	\$1,698,595.32	\$1,700,844.51	\$1,851,769.89			
YTD Totals	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	YTD Over/(Under)	FY17 Estimate wh 10 Year Avg	FY17 Est per Penny of HOT
October	\$566,603.98	\$649,601.76	\$639,696.99	\$858,676.11	\$1,273,005.15	\$892,938.06	\$1,015,895.74	13.8%	\$17,452,000	\$1,939,000
November	\$1,040,640.46	\$1,234,278.95	\$1,325,495.09	\$1,719,937.93	\$2,111,206.14	\$1,765,300.07	\$1,831,972.85	3.8%	\$16,476,000	\$1,831,000
December	\$1,399,510.41	\$1,604,701.64	\$1,797,815.33	\$2,250,129.35	\$2,746,681.08	\$2,495,941.65	\$2,734,391.11	9.6%	\$17,697,000	\$1,966,000
January	\$1,785,331.60	\$2,021,228.32	\$2,287,611.78	\$2,727,988.94	\$3,320,617.74	\$3,187,448.15	\$3,460,502.85	8.6%	\$17,727,000	\$1,970,000
February	\$2,248,955.63	\$2,577,566.62	\$2,949,901.80	\$3,339,606.08	\$4,136,390.41	\$3,971,049.00	\$4,388,874.52	10.5%	\$17,534,000	\$1,948,000
March	\$3,128,660.77	\$3,689,839.47	\$4,078,355.20	\$4,351,893.32	\$5,303,450.52	\$5,415,445.17	\$5,916,389.48	9.3%	\$17,531,000	\$1,948,000
April	\$3,940,209.26	\$4,598,180.69	\$4,980,758.23	\$5,296,013.79	\$6,423,822.82	\$6,628,450.76	\$7,195,520.34	8.6%	\$17,498,000	\$1,944,000
May	\$4,752,773.20	\$5,603,997.21	\$6,039,968.48	\$6,694,260.84	\$7,758,522.67	\$7,952,607.17	\$8,580,326.68	7.9%	\$17,177,000	\$1,909,000
June	\$6,231,449.62	\$7,360,459.92	\$7,552,226.57	\$7,842,195.92	\$9,708,072.88	\$10,112,118.06	\$10,950,030.41	8.3%	\$17,405,000	\$1,934,000
July	\$8,122,952.85	\$9,207,555.85	\$10,028,347.29	\$10,951,224.09	\$12,305,025.71	\$12,416,169.22	\$13,589,558.99	9.5%	\$16,836,000	\$1,871,000
August	\$9,372,255.00	\$10,933,232.41	\$11,878,241.68	\$12,632,722.87	\$14,114,934.53	\$13,908,507.86	\$15,152,707.57	8.9%	\$16,237,000	\$1,804,000
September	\$10,100,171.77	\$11,758,606.07	\$12,537,972.90	\$13,584,867.54	\$15,287,357.84	\$15,307,600.56	\$16,665,929.01	8.9%	\$16,666,000	\$1,852,000

CITY OF GALVESTON HOTEL OCCUPANCY TAX MODEL
QUARTERLY REVENUE EXPLAINED BY U.S. REAL GDP, PLEASURE PIER AND TOURISM SEASONAL ADJUSTMENT

Hotel Occupancy Tax Model
DATE 11/15/2017

	COEFFICIENTS		U.S. Real GDP		Summer Season Adjustment Var #2		Pleasure Pier Adjustment with CPI					
			0.6462		5.599		204.8					
National	Fiscal Year	CONSTANT = A	DATA	PRODUCT OF DATA AND COEFFICIE NT = B	DATA	PRODUCT OF DATA AND COEFFICIE NT = D	DATA	PRODUCT OF DATA AND COEFFICIE NT = D	MODEL ESTIMATE (\$000's) = C+E+G	ACTUAL (\$000's)	ACTUAL OVER/ (UNDER) ESTIMATE (\$000'S)	
2007	2007-1	-8053	14,716.9	9,510.1	0.00	0.0	0.00	0.0	\$1,457.1	\$1,474.3	\$17.2	23.5%
2007	2007-2	-8053	14,726.0	9,515.9	36.00	201.6	0.00	0.0	\$1,664.5	\$1,757.2	\$92.7	5.0%
2007	2007-3	-8053	14,838.7	9,588.8	202.70	1,134.9	0.00	0.0	\$2,670.7	\$3,034.6	\$363.9	12.0%
2007	2007-4	-8053	14,938.5	9,653.3	339.80	1,902.5	0.00	0.0	\$3,502.8	\$3,550.4	\$47.6	1.3%
2008	2008-1	-8053	14,991.8	9,687.7	0.00	0.0	0.00	0.0	\$1,634.7	\$1,694.8	\$60.1	3.5%
2008	2008-2	-8053	14,889.5	9,621.6	37.10	207.7	0.00	0.0	\$1,776.3	\$1,984.1	\$207.8	10.5%
2008	2008-3	-8053	14,963.4	9,669.3	210.30	1,177.5	0.00	0.0	\$2,793.8	\$3,190.0	\$396.2	12.4%
2008	2008-4	-8053	14,891.6	9,623.0	356.50	1,996.0	0.00	0.0	\$3,566.0	\$3,416.0	(\$150.0)	-4.4%
2009	2009-1	-8053	14,577.0	9,419.7	0.00	0.0	0.00	0.0	\$1,366.7	\$1,288.8	(\$77.9)	-6.0%
2009	2009-2	-8053	14,375.0	9,289.1	37.70	211.1	0.00	0.0	\$1,447.2	\$1,928.5	\$481.3	25.0%
2009	2009-3	-8053	14,355.6	9,276.6	210.10	1,176.3	0.00	0.0	\$2,399.9	\$2,104.3	(\$295.6)	-14.0%
2009	2009-4	-8053	14,402.5	9,306.9	354.60	1,985.4	0.00	0.0	\$3,239.3	\$2,769.2	(\$470.1)	-17.0%
2010	2010-1	-8053	14,541.9	9,397.0	0.00	0.0	0.00	0.0	\$1,344.0	\$1,216.5	(\$127.5)	-10.5%
2010	2010-2	-8053	14,604.8	9,437.6	38.30	214.4	0.00	0.0	\$1,599.0	\$1,503.4	(\$95.6)	-6.4%
2010	2010-3	-8053	14,745.9	9,528.8	213.80	1,197.1	0.00	0.0	\$2,672.9	\$2,668.5	(\$4.4)	-100.2%
2010	2010-4	-8053	14,845.5	9,593.2	361.10	2,021.8	0.00	0.0	\$3,562.0	\$3,325.1	(\$236.9)	-107.1%
2011	2011-1	-8053	14,939.0	9,653.6	0.00	0.0	0.00	0.0	\$1,600.6	\$1,399.5	(\$201.1)	-114.4%
2011	2011-2	-8053	14,881.3	9,616.3	39.00	218.4	0.00	0.0	\$1,781.7	\$1,729.2	(\$52.5)	-103.0%
2011	2011-3	-8053	14,989.6	9,686.3	221.60	1,240.7	0.00	0.0	\$2,874.0	\$3,102.8	\$228.8	7.4%
2011	2011-4	-8053	15,021.1	9,706.6	374.50	2,096.8	0.00	0.0	\$3,750.4	\$3,868.7	\$118.3	3.1%
2012	2012-1	-8053	15,190.3	9,816.0	0.00	0.0	0.00	0.0	\$1,763.0	\$1,604.7	(\$158.3)	-9.9%
2012	2012-2	-8053	15,291.0	9,881.0	40.20	225.1	0.00	0.0	\$2,053.1	\$2,085.1	\$32.0	1.5%
2012	2012-3	-8053	15,362.4	9,927.2	226.00	1,265.4	2.05	419.8	\$3,559.4	\$3,670.6	\$111.2	3.0%
2012	2012-4	-8053	15,380.8	9,939.1	377.30	2,112.5	2.04	417.8	\$4,416.4	\$4,398.1	(\$18.3)	-0.4%
2013	2013-1	-8053	15,384.3	9,941.3	0.00	0.0	0.00	0.0	\$1,888.3	\$1,797.8	(\$90.5)	-5.0%
2013	2013-2	-8053	15,491.9	10,010.9	40.70	227.9	0.00	0.0	\$2,185.8	\$2,280.5	\$94.7	4.2%
2013	2013-3	-8053	15,521.6	10,030.1	228.50	1,279.4	2.49	510.0	\$3,766.5	\$3,473.9	(\$292.6)	-8.4%
2013	2013-4	-8053	15,641.3	10,107.4	385.90	2,160.7	2.50	512.0	\$4,727.1	\$4,985.7	\$258.6	5.2%
2014	2014-1	-8053	15,793.9	10,206.0	0.00	0.0	0.00	0.0	\$2,153.0	\$2,250.1	\$97.1	4.3%
2014	2014-2	-8053	15,747.0	10,175.7	41.80	234.0	0.00	0.0	\$2,356.7	\$2,101.8	(\$254.9)	-12.1%
2014	2014-3	-8053	15,900.8	10,275.1	235.40	1,318.0	2.57	526.3	\$4,066.4	\$3,490.3	(\$576.1)	-16.5%

CITY OF GALVESTON HOTEL OCCUPANCY TAX MODEL

		COEFFICIENTS	U.S. Real GDP		Summer Season Adjustment Var #2		Pleasure Pier Adjustment with CPI		MODEL ESTIMATE (\$000's) = C+E+G	ACTUAL (\$000's)	ACTUAL OVER/ (UNDER) ESTIMATE (\$000'S)		
			DATA	PRODUCT OF DATA AND COEFFICIE NT = B	DATA	PRODUCT OF DATA AND COEFFICIE NT = D	DATA	PRODUCT OF DATA AND COEFFICIE NT = D					
			0.6462		5.599		204.8						
National	Fiscal Year	CONSTANT = A	DATA	PRODUCT OF DATA AND COEFFICIE NT = B	DATA	PRODUCT OF DATA AND COEFFICIE NT = D	DATA	PRODUCT OF DATA AND COEFFICIE NT = D					
	2014	2014-4	-8053	16,094.5	10,400.3	396.10	2,217.8	2.57	526.3	\$5,091.4	\$5,742.7	\$651.3	11.3%
	2015	2015-1	-8053	16,186.7	10,459.8	0.00	0.0	0.00	0.0	\$2,406.8	\$2,746.7	\$339.9	12.4%
	2015	2015-2	-8053	16,269.0	10,513.0	42.70	239.1	0.00	0.0	\$2,699.1	\$2,556.8	(\$142.3)	-5.6%
	2015	2015-3	-8053	16,374.2	10,581.0	234.50	1,313.0	2.56	524.3	\$4,365.3	\$4,404.6	\$39.3	0.9%
	2015	2015-4	-8053	16,454.9	10,633.2	397.10	2,223.4	2.58	528.4	\$5,332.0	\$5,579.3	\$247.3	4.4%
	2016	2016-1	-8053	16,490.7	10,656.3	0.00	0.0	0.00	0.0	\$2,603.3	\$2,495.9	(\$107.4)	-4.3%
	2016	2016-2	-8053	16,525.0	10,678.4	42.80	239.6	0.00	0.0	\$2,865.0	\$2,919.5	\$54.5	1.9%
	2016	2016-3	-8053	16,583.1	10,716.0	238.00	1,332.6	2.60	532.5	\$4,528.1	\$4,696.7	\$168.6	3.6%
	2016	2016-4	-8053	16,727.0	10,809.0	400.70	2,243.5	2.60	532.5	\$5,532.0	\$5,195.4	(\$336.6)	-6.5%
	2017	2017-1	-8053	16,813.3	10,864.8	0.00	0.0	0.00	0.0	\$2,811.8	\$2,734.4	(\$77.4)	-2.8%
	2017	2017-2	-8053	16,872.8	10,903.2	43.60	244.1	0.00	0.0	\$3,094.3	\$3,182.0	\$87.7	2.8%
	2017	2017-3	-8053	16,964.6	10,962.5	244	1366.2	2.66	544.8	\$4,820.5	\$5,018.1	\$197.6	3.9%
	2017	2017-4	-8053	17,111.7	11,057.6	408.7	2288.3	2.66	544.8	\$5,837.7	\$5,715.9	(\$121.8)	-2.1%
	2018	2018-1	-8053	17,216.8	11,125.5	0	0	0.00	0.0	\$3,072.5			
	2018	2018-2	-8053	17,277.7	11,164.8	44.6	249.7	0.00	0.0	\$3,361.5			
	2018	2018-3	-8053	17,371.7	11,225.6	249.6	1397.5	2.72	557.1	\$5,127.2			
	2018	2018-4	-8053	17,522.4	11,323.0	418.1	2340.9	2.72	557.1	\$6,168.0			
	2019	2019-1	-8053	17,655.8	11,409.2	0	0	0.00	0.0	\$3,356.2			
	2019	2019-2	-8053	17,718.3	11,449.6	45.5	254.8	0.00	0.0	\$3,651.4			
	2019	2019-3	-8053	17,814.7	11,511.9	254.6	1425.5	2.77	567.3	\$5,451.7			
2019	2019-4	-8053	17,969.2	11,611.7	426.5	2388	2.77	567.3	\$6,514.0				
2020	2020-1	-8053	18,049.5	11,663.6	0	0	0.00	0.0	\$3,610.6				
2020	2020-2	-8053	18,113.4	11,704.9	46.4	259.8	0.00	0.0	\$3,911.7				
2020	2020-3	-8053	18,212.0	11,768.6	259.7	1454.1	2.83	579.6	\$5,749.3				
2020	2020-4	-8053	18,369.9	11,870.6	435	2435.6	2.83	579.6	\$6,832.8				
2021	2021-1	-8053	18,415.9	11,900.4	0	0	0.00	0.0	\$3,847.4				
2021	2021-2	-8053	18,481.1	11,942.5	47.3	264.8	0.00	0.0	\$4,154.3				
2021	2021-3	-8053	18,581.7	12,007.5	264.9	1483.2	2.89	591.9	\$6,029.6				
2021	2021-4	-8053	18,742.8	12,111.6	443.7	2484.3	2.89	591.9	\$7,134.8				
2022	2022-1	-8053	18,784.2	12,138.4	0	0	0.00	0.0	\$4,085.4				
2022	2022-2	-8053	18,850.7	12,181.3	48.2	269.9	0.00	0.0	\$4,398.2				
2022	2022-3	-8053	18,953.3	12,247.6	270.2	1512.8	2.95	604.2	\$6,311.6				
2022	2022-4	-8053	19,117.7	12,353.9	452.6	2534.1	2.95	604.2	\$7,439.2				

CITY OF GALVESTON HOTEL OCCUPANCY TAX MODEL
QUARTERLY REVENUE EXPLAINED BY U.S. REAL GDP, PLEASURE PIER AND TOURISM SEASONAL ADJUSTMENT

National	Fiscal Year	CONSTANT = A	U.S. Real GDP		Summer Season Adjustment Var #2		Pleasure Pier Adjustment with CPI		MODEL ESTIMATE (\$000's) = C+E+G	ACTUAL (\$000's)	ACTUAL OVER/ (UNDER) ESTIMATE (\$000'S)
			DATA	PRODUCT OF DATA AND COEFFICIE NT = B	DATA	PRODUCT OF DATA AND COEFFICIE NT = D	DATA	PRODUCT OF DATA AND COEFFICIE NT = D			
		COEFFICIENTS		0.6462		5.599		204.8			

HOTEL OCCUPANCY TAX BY FISCAL YEAR
MODELED ESTIMATES VERSUS ACTUAL (\$000's)

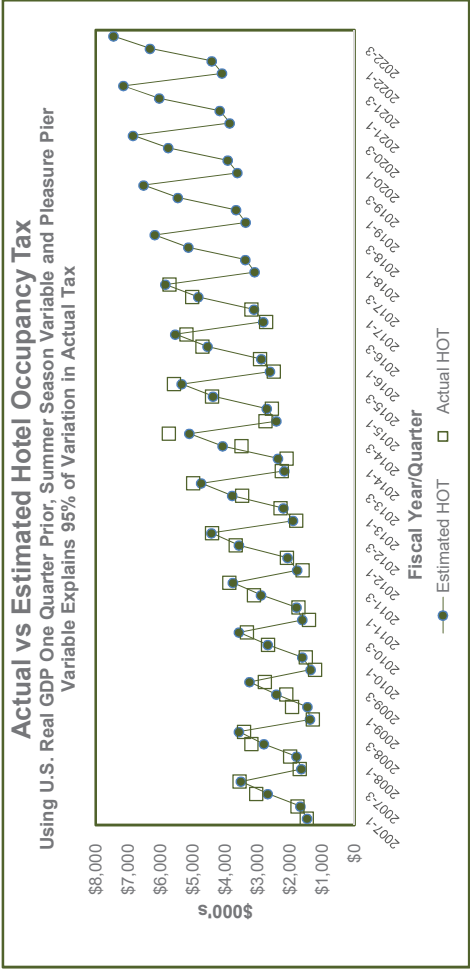
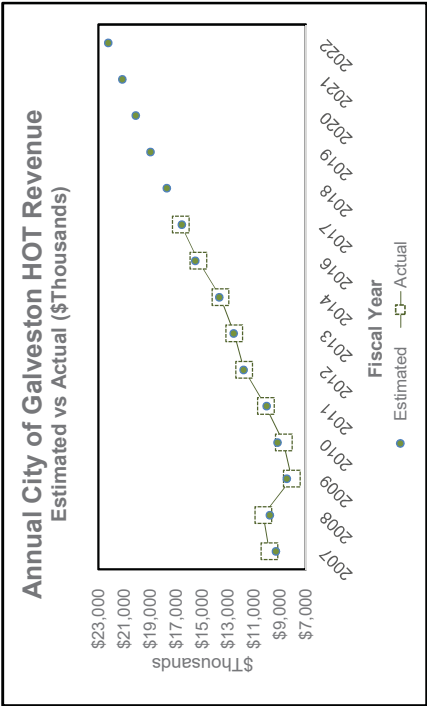
FY	Estimate	Actual	Actual Over/ (Under) Est.	Amount per Penny	Pct Chg from Prior FY	Est Over/ (Under) Actual
2007	\$9,295.1	\$9,816.5	\$521.4	\$1,090.7		5.3%
2008	\$9,770.8	\$10,284.9	\$514.1	\$1,142.8	4.8%	5.0%
2009	\$8,453.1	\$8,090.8	(\$362.3)	\$899.0	-21.3%	-4.5%
2010	\$9,177.9	\$8,713.5	(\$464.4)	\$968.2	7.7%	-5.3%
2011	\$10,006.7	\$10,100.2	\$93.5	\$1,122.2	15.9%	0.9%
2012	\$11,791.9	\$11,758.5	(\$33.4)	\$1,306.5	16.4%	-0.3%
2013	\$12,567.7	\$12,537.9	(\$29.8)	\$1,393.1	6.6%	-0.2%
2014	\$13,667.5	\$13,584.9	(\$82.6)	\$1,509.4	8.4%	-0.6%
2016	\$15,528.4	\$15,307.5	(\$220.9)	\$1,700.8	0.1%	-1.4%
2017	\$16,564.3	\$16,650.4	\$86.1	\$1,850.0	8.8%	0.5%
2018	\$17,729.2			\$1,969.9	6.5%	
2019	\$18,973.3			\$2,108.1	7.0%	
2020	\$20,104.4			\$2,233.8	6.0%	
2021	\$21,166.1			\$2,351.8	5.3%	
2022	\$22,234.4			\$2,470.5	5.0%	

ASSUMPTIONS

Fiscal Year	Annual Change in U.S. Real GDP	CPI
FY 2017	2.08%	2.39%
FY 2018	2.40%	2.30%
FY 2019	2.55%	2.00%
FY 2020	2.23%	2.00%
FY 2021	2.03%	2.00%
FY 2022	2.00%	2.00%

CITY OF GALVESTON HOTEL OCCUPANCY TAX MODEL
QUARTERLY REVENUE EXPLAINED BY U.S. REAL GDP, PLEASURE PIER AND TOURISM SEASONAL ADJUSTMENT

National	Fiscal Year	CONSTANT = A	U.S. Real GDP		Summer Season Adjustment Var #2		Pleasure Pier Adjustment with CPI		MODEL ESTIMATE (\$000's) = C+E+G	ACTUAL (\$000's)	ACTUAL OVER/ (UNDER) ESTIMATE (\$000'S)
			DATA	PRODUCT OF DATA AND COEFFICIE NT = B	DATA	PRODUCT OF DATA AND COEFFICIE NT = D	DATA	PRODUCT OF DATA AND COEFFICIE NT = D			
		COEFFICIENTS	0.6462	5.599	204.8						



WATER BILLED BY MONTH
FY 2004-2017
(ADJUSTED FOR RATE OVERCHARGES IN FY 2013-2015 PERIOD)

PERIOD	Consumption Month	FY08 (1)	FY09	FY10	FY11	FY12 (2)	FY13 (6)	FY14 (3) (6)	FY15 (4) (6)	FY16	FY17	FY17 Over/(Under) FY16
1	October	1,026,266	1,103,484	1,208,674	1,062,315	1,370,651	1,462,953	1,406,416	1,531,876	1,980,495	1,798,033	-9.2%
2	November	1,267,637	1,016,879	948,211	1,169,355	1,202,275	1,172,268	1,105,351	1,201,595	1,472,169	1,735,283	17.9%
3	December	933,029	932,044	1,147,118	1,025,036	1,193,222	1,187,989	1,220,912	1,130,961	1,661,710	1,713,271	3.1%
4	January	1,068,960	923,329	1,040,955	915,744	1,168,942	1,191,141	1,090,597	1,290,354	1,572,610	1,448,479	-7.9%
5	February	888,484	987,761	888,149	1,137,213	1,097,829	1,192,587	1,052,712	971,541	1,293,101	1,288,374	-0.4%
6	March	917,690	1,007,157	841,597	1,151,092	1,142,824	1,203,169	1,299,312	1,090,198	1,464,200	1,577,075	7.7%
7	April	1,209,989	1,139,332	1,365,231	1,228,110	1,259,938	1,199,872	2,000,757	1,182,676	1,601,530	1,519,366	-5.1%
8	May	1,119,457	1,193,925	1,330,843	1,508,009	1,557,077	1,540,987	1,627,127	1,134,449	1,556,558	1,819,959	16.9%
9	June	1,257,551	1,629,747	1,500,336	1,518,666	1,616,019	1,662,271	1,481,916	1,461,962	1,643,370	2,008,489	22.2%
10	July	1,673,163	1,715,539	1,480,708	1,650,726	1,660,664	1,644,346	969,975	1,763,127	2,334,289	1,821,316	-22.0%
11	August	1,037,331	1,489,421	1,417,067	1,476,042	1,584,469	1,526,923	1,548,922	1,732,325	2,245,392	2,179,099	-3.0%
12	September	1,377,121	1,310,263	1,294,547	1,438,046	1,451,898	1,462,720	1,409,943	1,471,078	1,860,832	1,788,294	-3.9%
	FY TOTALS	13,776,680	14,448,883	14,463,436	15,280,354	16,305,808	16,447,225	16,213,940	15,962,142	20,686,256	20,697,037	
PERIOD	YTD Totals	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY17 Over/(Under) FY16
1	October	1,026,266	1,103,484	1,208,674	1,062,315	1,370,651	1,462,953	1,406,416	1,531,876	1,980,495	1,798,033	-9.2%
2	November	2,293,904	2,120,364	2,156,884	2,231,670	2,572,926	2,635,221	2,511,767	2,733,471	3,452,664	3,533,316	2.3%
3	December	3,226,933	3,052,408	3,304,002	3,256,705	3,766,148	3,823,210	3,732,679	3,864,432	5,114,374	5,246,587	2.6%
4	January	4,295,894	3,975,737	4,344,957	4,172,449	4,935,090	5,014,351	4,823,276	5,154,786	6,686,983	6,695,065	0.1%
5	February	5,184,378	4,963,498	5,233,106	5,309,662	6,032,918	6,206,938	5,875,988	6,126,327	7,980,085	7,983,440	0.0%
6	March	6,102,068	5,970,655	6,074,703	6,460,754	7,175,743	7,410,107	7,175,301	7,216,524	9,444,285	9,560,515	1.2%
7	April	7,312,057	7,109,987	7,439,934	7,688,863	8,435,681	8,609,979	9,176,057	8,399,201	11,045,815	11,079,880	0.3%
8	May	8,431,514	8,303,912	8,770,777	9,196,873	9,992,758	10,150,966	10,803,184	9,533,650	12,602,373	12,899,839	2.4%
9	June	9,689,066	9,933,659	10,271,113	10,715,539	11,608,776	11,813,237	12,285,100	10,995,612	14,245,743	14,908,328	4.7%
10	July	11,362,228	11,649,198	11,751,822	12,366,266	13,269,441	13,457,582	13,255,075	12,758,739	16,580,032	16,729,644	0.9%
11	August	12,399,559	13,138,619	13,168,889	13,842,308	14,653,909	14,984,505	14,803,998	14,491,064	18,825,424	18,908,743	0.4%
12	September	13,776,680	14,448,883	14,463,436	15,280,354	16,305,808	16,447,225	16,213,940	15,962,142	20,686,256	20,697,037	0.1%

WATER BILLED BY MONTH
FY 2004-2017
(ADJUSTED FOR RATE OVERCHARGES IN FY 2013-2015 PERIOD)

PERIOD	% YTD of Actual	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17 Projected (Using Avg)	Average FY04-16 w/o FY09, FY14
1	October	7.4%	7.6%	8.4%	7.0%	8.4%	8.9%	8.7%	9.6%	9.6%	21,711,000	8.3%
2	November	16.7%	14.7%	14.9%	14.6%	15.8%	16.0%	15.5%	17.1%	16.7%	22,121,000	16.0%
3	December	23.4%	21.1%	22.8%	21.3%	23.1%	23.2%	23.0%	24.2%	24.7%	22,570,000	23.2%
4	January	31.2%	27.5%	30.0%	27.3%	30.3%	30.5%	29.7%	32.3%	32.3%	22,023,000	30.4%
5	February	37.6%	34.4%	36.2%	34.7%	37.0%	37.7%	36.2%	38.4%	38.6%	21,461,000	37.2%
6	March	44.3%	41.3%	42.0%	42.3%	44.0%	45.1%	44.3%	45.2%	45.7%	21,484,000	44.5%
7	April	53.1%	49.2%	51.4%	50.3%	51.7%	52.3%	56.6%	52.6%	53.4%	21,108,000	52.5%
8	May	61.2%	57.5%	60.6%	60.2%	61.3%	61.7%	66.6%	59.7%	60.9%	21,088,000	61.2%
9	June	70.3%	68.8%	71.0%	70.1%	71.2%	71.8%	75.8%	68.9%	68.9%	21,065,000	70.8%
10	July	82.5%	80.6%	81.3%	80.9%	81.4%	81.8%	81.8%	79.9%	80.1%	20,647,000	81.0%
11	August	90.0%	90.9%	91.0%	90.6%	91.1%	91.1%	91.3%	90.8%	91.0%	20,659,000	91.5%
12	September	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	20,697,000	100.0%

Notes

- (1) Hurricane Ike effect in September 2008.
- (2) Council Approved Rate Increase of 1.5% (October 1, 2012).
- (3) Implementation of new Utility Billing Software (CUSI).
- (4) Credits issued in the amount of \$1.71M (August 2015).
- (5) Adopted Budget FY16 (Burton & Associates).
- (6) Fiscal Years 2013 to July 2015 were adjusted to reflect Council Approved rate increase Oct 1, 2012. The rebate program began in August 2015.
- (7) The monthly revenues stated to do not include accruals recorded at year- end.

SEWER BILLED BY MONTH
FY 2004-2017
(ADJUSTED FOR RATE OVERCHARGES IN FY 2013-2015 PERIOD)

PERIOD	Consumption Month	FY09	FY10	FY11	FY12 (2)	FY13 (6)	FY14 (3) (6)	FY15 (4) (6)	FY16	FY17	FY17 Over/(Under) FY16
1	October	865,245	960,266	906,107	760,341	957,079	1,081,810	1,077,646	1,177,037	1,163,205	-7.4%
2	November	1,034,013	816,119	735,318	875,522	872,020	919,724	835,742	923,386	1,159,339	13.6%
3	December	783,080	737,924	953,431	757,647	913,367	931,277	924,075	883,472	1,206,249	4.3%
4	January	918,770	765,165	824,147	713,154	889,759	974,020	901,192	1,013,899	1,102,726	-1.3%
5	February	776,096	790,109	645,695	909,127	868,193	859,201	860,106	780,149	1,011,493	1.9%
6	March	798,741	799,495	742,150	864,582	888,106	915,089	1,000,981	812,036	1,205,061	6.6%
7	April	1,004,610	859,831	937,843	880,160	995,885	873,167	967,599	941,364	1,093,401	-3.9%
8	May	908,674	880,529	953,956	1,123,964	1,137,558	1,128,822	1,206,430	884,914	1,194,918	4.1%
9	June	1,011,646	1,165,207	1,073,377	1,088,993	1,246,681	1,221,575	412,190	1,130,599	1,209,374	13.6%
10	July	1,306,123	1,226,650	1,109,919	1,238,984	1,238,184	1,193,203	1,982,664	1,256,796	1,362,298	-6.1%
11	August	795,784	1,068,508	1,019,560	1,019,041	1,167,198	942,245	1,133,011	1,235,798	1,369,124	9.3%
12	September	1,116,050	954,440	943,341	1,054,688	1,042,362	1,064,360	1,016,904	1,066,429	1,245,600	1.7%
	FY TOTALS	11,318,833	11,024,246	10,844,845	11,286,202	12,216,392	12,104,494	12,318,540	12,105,879	14,145,423	1,267,306
PERIOD	YTD TOTALS	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17 Over/(Under) FY16
1	October	865,245	960,266	906,107	760,341	957,079	1,081,810	1,077,646	1,177,037	1,255,861	-7.4%
2	November	1,899,258	1,776,385	1,641,425	1,635,863	1,829,099	2,001,534	1,913,388	2,100,423	2,276,220	2.0%
3	December	2,682,338	2,514,310	2,594,856	2,393,510	2,742,467	2,932,811	2,837,463	2,983,895	3,432,311	2.8%
4	January	3,601,109	3,279,475	3,419,003	3,106,664	3,632,225	3,906,831	3,738,655	3,997,794	4,549,979	1.8%
5	February	4,377,205	4,069,584	4,064,698	4,015,791	4,500,418	4,766,032	4,598,761	4,777,944	5,542,391	1.8%
6	March	5,175,946	4,869,079	4,806,849	4,880,372	5,388,524	5,681,121	5,599,742	5,589,980	6,672,976	2.6%
7	April	6,180,556	5,728,910	5,744,692	5,760,532	6,384,409	6,554,289	6,567,341	6,531,344	7,941,475	1.7%
8	May	7,089,230	6,609,440	6,698,648	6,884,497	7,521,967	7,683,111	7,773,772	7,416,258	8,959,027	2.0%
9	June	8,100,876	7,774,647	7,772,025	7,973,489	8,768,648	8,904,686	8,185,961	8,546,857	10,168,401	3.4%
10	July	9,407,000	9,001,297	8,881,944	9,212,473	10,006,832	10,097,888	10,168,625	9,803,652	11,530,699	2.3%
11	August	10,202,783	10,069,805	9,901,504	10,231,514	11,174,030	11,040,133	11,301,637	11,039,450	12,899,823	3.0%
12	September	11,318,833	11,024,246	10,844,845	11,286,202	12,216,392	12,104,494	12,318,540	12,105,879	14,145,423	2.9%

SEWER BILLED BY MONTH
FY 2004-2017
(ADJUSTED FOR RATE OVERCHARGES IN FY 2013-2015 PERIOD)

PERIOD	% YTD of Actual	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17 Projected (Using Avg)	Average FY04-16 w/o FY14
1	October	7.6%	8.7%	8.4%	6.7%	7.8%	8.9%	8.7%	9.7%	8.9%	14,243,000	8.2%
2	November	16.8%	16.1%	15.1%	14.5%	15.0%	16.5%	15.5%	17.4%	16.1%	14,731,000	15.8%
3	December	23.7%	22.8%	23.9%	21.2%	22.4%	24.2%	23.0%	24.6%	24.3%	15,167,000	23.3%
4	January	31.8%	29.7%	31.5%	27.5%	29.7%	32.3%	30.3%	33.0%	32.2%	15,111,000	30.7%
5	February	38.7%	36.9%	37.5%	35.6%	36.8%	39.4%	37.3%	39.5%	39.2%	14,981,000	37.7%
6	March	45.7%	44.2%	44.3%	43.2%	44.1%	46.9%	45.5%	46.2%	47.2%	15,170,000	45.1%
7	April	54.6%	52.0%	53.0%	51.0%	52.3%	54.1%	53.3%	54.0%	55.2%	14,953,000	53.1%
8	May	62.6%	60.0%	61.8%	61.0%	61.6%	63.5%	63.1%	61.3%	63.3%	14,752,000	61.9%
9	June	71.6%	70.5%	71.7%	70.6%	71.8%	73.6%	66.5%	70.6%	71.9%	14,825,000	70.9%
10	July	83.1%	81.7%	81.9%	81.6%	81.9%	83.4%	82.5%	81.0%	81.5%	14,486,000	81.4%
11	August	90.1%	91.3%	91.3%	90.7%	91.5%	91.2%	91.7%	91.2%	91.2%	14,480,000	91.8%
12	September	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	14,554,000	100.0%

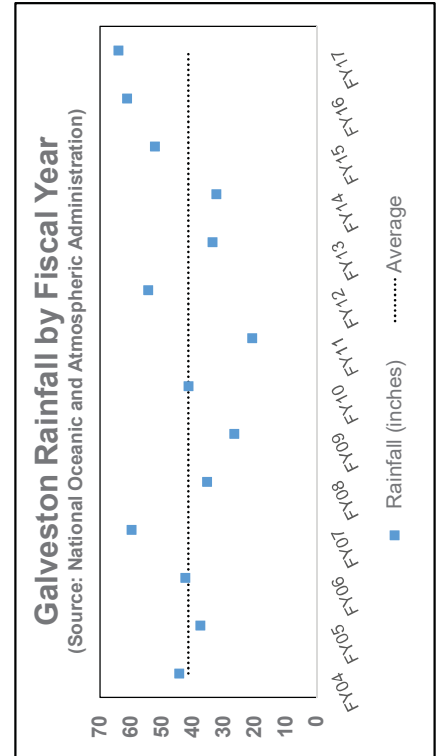
Notes:

- (1) Hurricane Ike September 2008
- (2) Council Approved Rate Increase of 1.5% (October 1, 2012)
- (3) Implementation of new Utility Billing Software (CUSI)
- (4) Credits issued in the amount of \$1.72 M (August 2015)
- (5) Adopted Budget FY15 (Burton & Associates)
- (6) Fiscal Years 2013 to July 2015 were adjusted to reflect Council Approved rate increase Oct 1, 2012. The rebate program began in August 2015.
- (7) The monthly revenues stated to do not include accruals recorded at year-end.

GALVESTON RAINFALL IN INCHES BY FISCAL YEAR
(SOURCE: NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND WEATHER UNDERGROUND)

Actual Rainfall (inches)	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017 (1)	FY17 Over/ (Under) FY16	FY04-16 13 Yr Avg	FY16 Over/ (Under) 13 Yr Avg
October	4.38	4.70	2.51	11.62	3.24	1.37	6.76	0.11	4.60	0.51	6.85	1.75	9.80	1.52	(8.28)	4.48	(2.96)
November	1.58	7.78	3.86	0.47	1.98	3.37	3.97	6.90	2.36	0.86	2.45	3.91	5.55	1.26	(4.29)	3.46	(2.20)
December	5.71	2.55	2.36	2.68	0.83	1.82	6.53	2.13	4.41	2.87	0.65	3.87	3.19	11.08	7.89	3.05	8.03
January	4.78	2.16	0.57	5.37	6.04	0.34	2.27	3.86	3.01	7.18	1.36	5.44	3.07	0.89	(2.18)	3.31	(2.42)
February	4.18	2.76	0.67	0.03	1.32	1.05	3.47	0.67	7.32	2.24	1.69	0.70	0.89	3.38	2.49	2.08	1.30
March	2.41	3.92	1.35	9.10	1.88	3.73	1.41	2.70	4.96	0.72	1.82	7.69	3.16	1.27	(1.89)	3.45	(2.18)
April	2.50	1.85	1.34	3.84	0.66	5.23	0.94	0.12	1.99	3.46	0.10	5.30	5.75	1.36	(4.39)	2.54	(1.18)
May	3.66	2.63	3.24	2.21	0.02	0.19	3.66	0.38	4.22	1.12	3.72	3.02	7.66	3.98	(3.68)	2.75	1.23
June	10.99	0.24	5.37	3.37	1.06	0.32	2.37	0.94	4.10	3.26	1.53	2.75	7.93	10.24	2.31	3.40	6.84
July	0.86	4.02	9.39	8.03	2.10	2.72	4.76	1.11	5.60	2.40	1.08	0.23	3.40	2.66	(0.74)	3.52	(0.86)
August	0.77	1.00	5.24	4.77	7.68	1.08	0.52	0.10	6.14	3.85	4.95	6.40	8.82	25.96	17.14	3.95	22.01
September	2.44	3.88	6.41	8.15	8.48	5.24	4.60	1.70	5.63	5.06	6.11	11.13	1.94	0.32	(1.62)	5.44	(5.12)
Totals (inches)	44.26	37.49	42.31	59.64	35.29	26.46	41.26	20.72	54.34	33.53	32.31	52.19	61.16	63.92	2.76	41.43	22.49

YTD Totals (inches)	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY17 Over/ (Under) FY16	FY17 Over/ (Under) 13 Yr Avg	FY17 Est wh 13 Yr Avg
October	4.38	4.70	2.51	11.62	3.24	1.37	6.76	0.11	4.60	0.51	6.85	1.75	9.80	1.52	(8.28)	(2.96)	15.24
November	5.96	12.48	6.37	12.09	5.22	4.74	10.73	7.01	6.96	1.37	9.30	5.66	15.35	2.78	(12.57)	(5.16)	14.10
December	11.67	15.03	8.73	14.77	6.05	6.56	17.26	9.14	11.37	4.24	9.95	9.53	18.54	13.86	(4.68)	2.87	51.09
January	16.45	17.19	9.30	20.14	12.09	6.90	19.53	13.00	14.38	11.42	11.31	14.97	21.61	14.75	(6.86)	0.27	40.91
February	20.63	19.95	9.97	20.17	13.41	7.95	23.00	13.67	21.70	13.66	13.00	15.67	22.50	18.13	(4.37)	1.57	44.08
March	23.04	23.87	11.32	29.27	15.29	11.68	24.41	16.37	26.66	14.38	14.82	23.36	25.66	19.40	(6.26)	(0.61)	39.30
April	25.54	25.72	12.66	33.11	15.95	16.91	25.35	16.49	28.65	17.84	14.92	28.66	31.41	20.76	(10.65)	(1.79)	37.47
May	29.20	28.35	15.90	35.32	15.97	17.10	29.01	16.87	32.87	18.96	18.64	31.68	39.07	24.74	(14.33)	(0.56)	40.24
June	40.19	28.59	21.27	38.69	17.03	17.42	31.38	17.81	36.97	22.22	20.17	34.43	47.00	34.98	(12.02)	6.27	50.65
July	41.05	32.61	30.66	46.72	19.13	20.14	36.14	18.92	42.57	24.62	21.25	34.66	50.40	37.64	(12.76)	5.42	48.63
August	41.82	33.61	35.90	51.49	26.81	21.22	36.66	19.02	48.71	28.47	26.20	41.06	59.22	63.60	4.38	27.43	73.61
September	44.26	37.49	42.31	59.64	35.29	26.46	41.26	20.72	54.34	33.53	32.31	52.19	61.16	63.92	2.76	22.31	63.92



(1) Hurricane Harvey, August 18, 2017

CITY OF GALVESTON POSITION TOTALS BY DEPARTMENT
As of September 30, 2017
Fiscal Year 2017 -September Report

	Budgeted Positions	Vacant Positions	Filled Positions
GENERAL FUND			
City Secretary	4.00	0.00	4.00
Municipal Court	8.00	0.00	8.00
City Manager	5.50	0.00	5.50
City Auditor	2.00	0.00	2.00
Finance	20.00	(1.25)	18.75
Legal	7.00	0.00	7.00
Human resources	4.30	(0.40)	3.90
Police (unclassified)	39.00	(4.00)	35.00
Police (classified)	152.00	(7.00)	145.00
Fire (unclassified)	2.00	0.00	2.00
Fire (classified)	118.00	(1.00)	117.00
Emergency Management	2.00	0.00	2.00
City Marshal	0.50	0.00	0.50
Streets & Traffic	57.25	(8.00)	49.25
Parks and Recreation	38.00	(4.00)	34.00
Planning & Community Development	24.875	(2.00)	22.875
Total General Fund	484.42	(27.65)	456.77
ENTERPRISE FUNDS			
Waterworks Fund	42.563	(3.75)	38.813
Sewer System Fund	88.563	(10.75)	77.813
Drainage Utility	33.800	(2.10)	31.700
Sanitation Fund	58.375	(3.15)	55.225
Municipal Airport	8.00	0.00	8.000
Total Enterprise Funds	231.301	(19.75)	211.541
INTERNAL SERVICE FUNDS			
Central Service Fund	18.00	0.00	18.00
Central Garage Fund	22.00	0.00	22.00
Municipal Insurance Fund	1.71	(0.60)	1.11
Construction Management	6.50	(1.00)	5.50
Total Internal Service Funds	48.21	(1.60)	46.61
SPECIAL REVENUE FUNDS			
Island Transit	58.00	(3.00)	55.00
Parking Management	3.50	0.00	3.50
Total Special Revenue Funds	58.00	(3.00)	55.00
RECURRING GRANT POSITIONS			
CDBG - Code Enforcement	2.13	0.00	2.13
CDBG - Program Management	3.30	0.00	3.30
CDBG - Housing Rehab Administration	0.70	0.00	0.70
Industrial Development Corporation - Project Management	1.00	0.00	1.00
Industrial Development Corporation - GIS Analyst	1.00	0.00	1.00
Industrial Development Corporation - Coastal Program Manager	1.00	0.00	1.00
Total Recurring Grant Positions	9.13	0.00	9.13
NON-RECURRING GRANT POSITIONS			
CDBG-R Disaster Recovery Program Management	2.00	0.00	2.00
Total Non-Recurring Grant Positions	2.00	0.00	2.00
Total of all FTE'S	833.00	(52.00)	781.00

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

December 14, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Michael Loftin, Assistant City Manager Finance and Mehran Jadidi, Assistant City Attorney

RE: Consider for action approving the inter-local agreement between City of Galveston and the Treasure Island Municipal Utility District to supply potable water to Treasure Island and to authorize the City Manager to execute the agreement.

I. Background

- A. The city receives treated water from the Thomas Mackey Water Treatment Plant operated by the Gulf Coast Water Authority.
- B. The contract between the City of Galveston and Treasure Island Municipal Utility District City expired in June 2011. The contract continued during the lapsed time under the same operating terms and conditions.
- C. Treasure Island Municipal Utility District agrees to pay Galveston a price for such supply services at the "Inside City Limits" rates as established by section 36-64, Code of Ordinances, City of Galveston 1982, as amended, for each water supply meter.
- D. The new contract was reviewed and approved by City of Galveston City Attorney's Office.
- E. Previously, City Council cited concerns about the length of the proposed agreement. In order to allay those concerns, the City and the MUD have proposed a new agreement with a ten year term.

II. Current Situation

The City is currently supplying approximately 1.4 million cubic feet of water annually to the Treasure Island MUD. Treasure Island MUD provides all right -of-ways, water lines, water meters, pumps and other facilities necessary for Treasury Island MUD to receive water from the City and distribute such water to Treasure Island MUD'S retail system. Galveston has determined it is in the best interest of Galveston to continue supplying public water to the Treasure Island MUD.

III. Issues

- 1. Cost – To be determined by water usage.
- 2. Timing – Immediately.
- 3. Term – ten years from date hereof.
- 4. Impact or ramifications – Both parties to remain in compliance with any required state regulations.

IV. Recommendation

Approve authorizing the City Manager to execute an inter-local agreement with Treasure Island MUD.

VI. Fiscal Impact Report

Requested by:

Michael W. Loftin,
Assistant City Manager of Finance

Revenue Source:

Metered water services

Contract for Water Supply

By and Between

City of Galveston, Texas

And

Treasure Island Municipal Utility District

This Contract, made and entered into as of this ____ day of _____, 2017, by and between the City of Galveston, Texas, a municipal corporation operating under the provisions of its home rule charter and the Constitution and laws of the State of Texas (hereinafter referred to as "The City"), and Treasure Island Municipal Utility District (hereinafter referred to as "TREASURE ISLAND MUD"):

WHEREAS, Galveston has heretofore determined that it is in the best interest of Galveston that the public water supply to TREASURE ISLAND MUD should be provided by Galveston;

WHEREAS, Galveston has acquired a supply of potable which will be sufficient in quantity to provide for the requirements of TREASURE ISLAND MUD, and Galveston is willing to furnish water supply services to TREASURE ISLAND MUD;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereby contract and agree as follows:

ARTICLE 1. SALES AND PURCHASE OF WATER AND WATER SUPPLY SERVICES. Galveston agrees to sell and deliver to TREASURE ISLAND MUD and TREASURE ISLAND MUD agrees to purchase and receive from Galveston, upon the terms and conditions hereinafter set forth, the water supply services provided for by this contract.

ARTICLE 2. FACILITIES. TREASURE ISLAND MUD shall provide all rights-of-way, water lines, water meters, pumps, and other facilities necessary for TREASURE ISLAND MUD to receive water from Galveston and to distribute such water to TREASURE ISLAND MUD's retail system. The costs of construction of all such facilities shall be borne entirely by TREASURE ISLAND MUD. The parties to this contract shall mutually agree upon the design and construction methods of such facilities and shall be also approved by the Texas Department of Health.

ARTICLE 3. PURCHASE WATER COST. In consideration of the water supply services to be furnished by Galveston to TREASURE ISLAND MUD hereunder, TREASURE ISLAND MUD agrees to pay Galveston a price for such supply services at "Inside City Limits" rates as established by section 36-64, Code of Ordinances, City of Galveston 1982, as amended, for each water supply meter.

ARTICLE 4. SOURCE AND QUALITY OF WATER. It is the intent of the parties hereto that the water supplied TREASURE ISLAND MUD shall be primarily treated surface water meeting the potable water requirements of the Texas Department of Health for municipal uses, or any standards which may supersede these; provided, however, that it is specifically understood and agreed that Galveston may supply water to TREASURE ISLAND MUD under this contract both from Galveston's ground water supply and surface water delivered to it through Galveston County Water Authority, and Galveston cannot and does not guarantee that such water will meet the quality standards specified above, regardless of the source of such water. Galveston does agree, however, to use the reasonable diligence in cases of declines of the quality of the water delivered to Galveston through the Authority and to expedite the restoration to normal levels of the quality of such water.

ARTICLE 5. MEASUREMENT OF SERVICE SUPPLIED. All water supply service furnished by Galveston to TREASURE ISLAND MUD shall be measured by suitable metering equipment of standard manufacture to be approved by Galveston and to be furnished and installed by Galveston at the expense of TREASURE ISLAND MUD. The meter(s) shall become the property of TREASURE ISLAND MUD and the cost of calibrating, testing, repairing, replacing, or maintaining any damaged or defective meter(s) shall be paid by TREASURE ISLAND MUD.

TREASURE ISLAND MUD shall cause metering equipment to be tested annually by a competent meter testing agency approved by Galveston and shall submit the test reports to Galveston. Any meter which registers not more than two percent (2%) slow or fast on all registers shall be deemed accurate. Whenever any meter shall be found to be defective, inoperable or outside the tolerance limits specified above, it shall be repaired or replaced as soon as reasonably practicable, and within no more than sixty days from the date of the test unless otherwise approved by Galveston.

Galveston may cause metering equipment to be tested at more frequent intervals. If the test(s) caused by Galveston to determine the meter(s) to be correct as defined herein, the cost of such test(s) shall be borne by Galveston. If the test(s) determine the meter(s) to be defective, the cost of the testing shall be borne by TREASURE ISLAND MUD, and TREASURE ISLAND MUD shall be responsible for correcting the defect(s).

In the event the meter failed to register, or registered incorrectly, the parties shall, after considering all the evidence available from Galveston's and TREASURE ISLAND MUD's records, determine the length of period the meter failed to register correctly, the quantity delivered during such period, and appropriate adjustment based thereon shall be made to TREASURE ISLAND MUD's bills.

ARTICLE 6. The unit of measurement and sales unit for water furnished hereunder shall be one hundred (100) cubic feet of water, U.S. Standard Liquid Measure. Galveston shall read the measuring equipment for determining the water usage of TREASURE ISLAND MUD monthly. A statement showing the quantity of water delivered hereunder by Galveston to TREASURE ISLAND MUD will be produced and delivered by Galveston to TREASURE ISLAND MUD.

ARTICLE 7. TITLE TO AND RESPONSIBILITY FOR WATER. Title to, possession and control of water shall remain in Galveston to the point(s) of connection to TREASURE ISLAND MUD's facilities where title of possession and control of water shall pass from Galveston to TREASURE ISLAND MUD, and TREASURE ISLAND MUD will take such title, possession and control at such point(s) of connection. As between the parties hereto, Galveston shall be in exclusive control and possession of the water deliverable hereunder and solely responsible for any damage or injury caused thereby and Galveston shall hold harmless TREASURE ISLAND MUD from any loss, claim or damage related thereto until the same shall have been delivered to TREASURE ISLAND MUD at such points of connection. After such delivery TREASURE ISLAND MUD shall be in exclusive control and possession thereof and solely responsible for any injury or damage caused. TREASURE ISLAND MUD shall thereby hold harmless Galveston from any loss, claim or damage related thereto.

ARTICLE 8. DELIVERY LIMITATIONS. Galveston agrees to furnish water to TREASURE ISLAND MUD at the point(s) of connection as pressures sufficient to deliver water into TREASURE ISLAND MUD's water system; provided, however, that TREASURE ISLAND MUD shall not be guaranteed any specific quantity or pressure of water whenever Galveston's supply of water is limited or when Galveston's equipment may become inoperative or is in need of maintenance and repair. Galveston agrees that it will attempt to make any necessary repairs or adjustments to its equipment within reasonable times. Galveston agrees to give TREASURE ISLAND MUD reasonable notice of any possible interruptions.

In case of temporary shortages of water, Galveston shall distribute the available supply to Galveston's customers, including TREASURE ISLAND MUD, as provided by the laws of the State of Texas, particularly Section 11.039, Texas Water Code, as amended.

ARTICLE 9. LIMITATIONS ON WATER RESALE. TREASURE ISLAND MUD shall not resale water supplied by Galveston to any person, agency, or property located outside the boundaries of TREASURE ISLAND MUD without the express written consent of Galveston except that TREASURE ISLAND MUD may continue to supply water for Brazoria County, San Luis Pass Park, under the existing Water Supply Contract by and between Brazoria County and TREASURE ISLAND MUD.

ARTICLE 10. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN. Within six months of the execution of this contract, TREASURE ISLAND MUD shall adopt a Water Conservation and Drought Contingency Plan to include provisions as stipulated in Galveston's Plan. At any time Galveston places into effect water conservation and/or drought contingency measures, TREASURE ISLAND MUD shall place into effect the same measures. TREASURE ISLAND MUD's plan and amendments thereto shall be approved by Galveston and shall be kept on file at Galveston's Municipal Utilities Administration office.

ARTICLE 11. REGULATORY REQUIREMENTS. This contract shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, City of Galveston, or any other regulatory agency having jurisdiction.

ARTICLE 12. TERM AND EFFECTIVENESS. This contract shall become effective upon the execution and delivery hereof by both parties hereto. The term of this contract shall be ten years from the date hereof.

ARTICLE 13.PARTIES OF INTEREST. This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

ARTICLE 14. FORCE MAJEURE. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of these obligations under this contract, then the obligations of such party, to the extent affected by such force majeure and performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitations of the generality hereof, acts of God, strikes, lockouts, or other kind of industrial disturbances, acts of the public enemy, orders of any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and any other incapacities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the water from the City of Galveston shall be entirely within the discretion of the party, including third party beneficiaries having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes lockouts or contract disputes by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Force majeure shall not relieve TREASURE ISLAND MUD of its obligation to make payments to Galveston as provided in this contract.

ARTICLE 15.ADDRESSES AND NOTICE. Unless otherwise provided in this contract, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notices must be sent to the following:

If to Galveston, to:

City of Galveston
P.O. Box 779
Galveston, TX 77553

Attn: City Manager

If to TREASURE ISLAND MUD, to:

TREASURE ISLAND MUNICIPAL UTILITY DISTRICT
146 Fathom
Freeport, TX 77541-7271

Executed this ____ day of _____, 201__.

Brian Maxwell, City Manager
City of Galveston

Attest: _____
City Secretary

Mark Fuqua, President
Treasure Island Municipal Utility
District

Attest: _____
TI Mud Office Manager

Approved as to form: _____
City Attorney
City of Galveston

RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS (“THE CITY”), APPROVING AN INTERLOCAL AGREEMENT WITH THE TREASURE ISLAND MUNICIPAL UTILITY DISTRICT (“TREASURE ISLAND”) PROVIDING FOR THE SUPPLY OF WATER TO TREASURE ISLAND FROM THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas (“the City”) desires to enter an Interlocal Agreement with the Treasure Island Municipal Utility District (“Treasure Island”) providing for the supply of water to Treasure Island from the City of Galveston; and,

WHEREAS, the City and Treasure Island are authorized to enter into this agreement in accordance with the Interlocal Cooperation Act, Chapter 791, et seq., of the Texas Government Code and by Section 534 of the Texas Health and Safety Code; and,

WHEREAS, the Parties find that the public interest is benefitted by having this Agreement to so that Treasure Island may have a safe and dependable supply of water; and,

WHEREAS, in accordance with the Texas Interlocal Cooperation Agreement Act, the City and Treasure Island recognize that any payments for the performance of governmental functions or services shall be from available current revenues; and,

WHEREAS, the City Council deems it in the public’s interest to supply water under the terms and conditions of the Agreement between the City and Treasure Island, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, in substantially the same form as “Exhibit A” attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement attached hereto as Exhibit A, as approved by the City Attorney.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 14th day of December, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this the _____ day of _____, 2017.

Secretary for the City Council
Of the City of Galveston

EXHIBIT A

**INTERLOCAL AGREEMENT BETWEEN GALVESTON COUNTY
AND THE CITY OF GALVESTON FOR SERVICES
RELATED TO GALVESTON COUNTY BEACH POCKET PARKS 1, 2, 3 and 4,
FT. CROCKETT, MCALLIS POINT, GALVESTON SEAWALL AND
OSTEMAYER BAYOU**

This agreement is entered into the County of Galveston by and through its Commissioners Court and the City of Galveston acting by and through its City Council for the purposes set forth herein to wit:

WHEREAS, the Galveston Seawall is a structure that acts as a tidal surge protection device in the event of storm events which is comprised of the monolith wall facing the Gulf of Mexico on the south and a sheet pile steel wall driven into the earth and capped by a concrete pile cap on the north, packed sand between the north and south walls covered by sidewalks and a brick surface covered by asphalt, all with the purpose of preventing infiltration of water which could undermine the integrity of the Seawall; the County, as the sponsor of the projects, maintains the structure to ensure its continued integrity and safety in accordance with inspections conducted by the US Army Corps of Engineers; and

WHEREAS, in addition to storm protection, some portions of the surface of the Seawall are designated as a State Highway; and

IN addition to storm protection and transportation, the Seawall is requested by visitors and requires cleaning and debris removal; and

WHEREAS, the County of Galveston ("County"), the City of Galveston ("City") and the Park Board of Trustees of the City of Galveston ("Park Board") entered into a Tri-Party Agreement on March 1, 2016 which provides that the Park Board is responsible for trash pick-up

at the newly installed bus shelters and five restrooms located at 61st, 53rd, 45th, 29th and 19th Streets along Seawall Boulevard, and such Tri-Party agreement continues to be in effect; and

WHEREAS, the Park Board has operated Ft. Crockett under an agreement with the County which will end in January 2018, and thereafter Ft. Crockett will be operated by the City under this Agreement; and

WHEREAS, the County and the City are desirous of entering into an agreement under which the City will conduct certain activities defined herein at the specific locations delineated herein.

NOW THEREFORE, the premises above being true and accurate and incorporated herein for all purposes, the City and County agree as follows:

1. Premises governed by the agreement:

The County of Galveston (“County”) and the City of Galveston (“the City”) desire to perform services at the locations commonly referred to as Galveston County Beach Pocket Parks 1, 2, 3 and 4 (“Pocket Parks”), Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou as specifically described as follows. The parties also agree to perform services at access ramps described below.

A. Description of Parks under this Agreement.

A map of the locations of each park made a part of this agreement is attached as Exhibit 1.

The County owns the following described tracts of land commonly known as Beach Pocket Park No. 1:

Warranty Deed from James N. Lestos, Jr. and Vincent Rinando and John Rinando

to the County of Galveston recorded in Volume 2879, Page 798 et seq of the Deed Records of Galveston County, Texas

Pocket Park No. 1 is generally located at San Luis Pass Road at 7 1/2 Mile Road

Galveston, TX 77554.

The County also owns the following described tracts of land commonly known as

Beach Pocket Park No. 2:

Warranty Deed from Mark D. Chambers, et al. to the County of Galveston recorded in Volume 2833 page 783 et seq of the Deed Records of Galveston County, Texas as modified by that one certain document called "Transfer of Land and Granting of an Easement in Exchange for Other Land" found of record in 019-66-1854 of the Microfilm Records of the Office of the County Clerk of Galveston County, Texas.

Warranty Deed from Eugenia D. Bassi, et al to the County of Galveston recorded in Volume 2853 page 378 et seq of the Deed Records of Galveston County, Texas as modified by that one certain document called "Transfer of Land and granting of an Easement in Exchange for Other Land" found of record in 019-66-1854 of the Microfilm Records of the Office of the County Clerk of Galveston County, Texas.

Pocket Park No. 2 is generally located at 11745 FM 3005 Galveston, TX 77554.

The County also owns the following described tracts of land commonly known as

Beach Pocket Park 3:

All that certain tract or parcel of land out of Lot 470, Section Two Trimble and Lindsay survey, Galveston Island, Galveston County, Texas, being more fully described by metes and bounds as follows:

BEGINNING at a point for corner at the Intersection of the East Line of Lot 470 with the South Right-of-Way line of State Farm to Market Highway No. 3005; said beginning Point Bears S.25°E., a distance of 140.62 feet from the Northeast corner of Lot 470;

THENCE from said beginning Point S.25°E., along the East line of Lot 470 a distance of 482.88 to a point for corner;

THENCE S.65°W., a distance of 330.0 feet to a point for corner on the East Right-of-Way line of a 50.0 foot road (11 Mile Road);

THENCE N.25°W., along the East Right-of-Way line of the 11 Mile Road a distance of 281.47 feet to a point for corner;

THENCE N. 64°45'15"E., a distance of 200.0 feet to a point for corner;

THENCE N.25°W., a distance of 200.0 feet to a point for corner on the South Right-of-Way line of State Farm to Market Highway No. 3005;

THENCE N. 64°45'15"E., along the South Right-of-Way line of State Farm to Market Highway No. 3005, a distance of 130.0 feet to the Place of Beginning and containing 2.733 Acres of land, more or less.

There is expressly excepted and reserved from this conveyance all oil, gas and other minerals on or under or that may be produced from such real property; provided, however, Grantors waive all rights on ingress and egress or other use of the surface of the property herein conveyed for the exploration of oil, gas or other minerals from said property.

This conveyance is hereby made subject to the terms, conditions and stipulations in and to any and all oil, gas and natural mineral leases to the extent that same are still in effect of record in the Office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said County of Galveston, Texas and its successors forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said County of Galveston, Texas, and its successors, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pocket Park No. 3 is generally located at 13315 San Luis Pass Road at 11 mile road, Galveston, Texas 77551.

The County also owns the following described tracts of land commonly known as Beach Pocket Park 4:

The following real property in Galveston, Galveston County, Texas, to wit:

BEGINNING at a point of corner in the Northerly Right-of-Way line of "Termini" San Luis Pass Road, and in the Easterly line of Division No. 1, and Westerly line of Division No. 4, Section 13, Hall and Jones Survey, and also being in the Westerly line of "Terramar Beach" Subdivision, Volume 1616, Page 88;

THENCE, S. 55° 08' W. and along the said Northerly Right-of-Way line of San Luis Pass Road, a distance of 924.0 feet to a point for corner, and also being in the Easterly line of "Bay Harbor: Subdivision (not recorded);

THENCE, N. 32° 25' 20" W. and along the Easterly line of said "Bay Harbor" Subdivision, a distance of 3,923.4 feet to a point for corner at Elevation +0.68 feet (U.S.C.G. Datum) on the Southerly Shore line of Galveston West Bay;

THENCE, Southeasterly with the meanders of said West Bay Shore line, and a +0.68 foot Elevation; The following bearings and Distances (N.87° 22' E., 177.4') (S. 36° 25' E., 200.5') (S. 35° 51' E., 200.4') (S. 36° 25' E., 200.5') (S. 45° 43'E., 205.5') (S. 72° 06' E., 165.0') (N. 32° 00' E., 250.0')(S. 81° 00' E., 190.0')(S.63° 00' E., 300.0')(N. 57° 35' E., 88.0') (N. 34° 30' W. 1527.3') (N. 26° 11' 58" E., a distance of 27.96 feet to a 5/8" Iron Rod for corner set on the Easterly line of said Division No. 4);

THENCE, S. 32° 25' E., and along the Easterly line of Division No. 1, Westerly line of Division No. 4, Subdivision, a distance of 4.133.6 feet to the PLACE OF BEGINNING, being 65.2 acres.

This conveyance made and accepted subject to the following:

- 1) The Grantor reserves all of the oil and gas, Sulphur and all other minerals in and under said land but waives all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same.
- 2) This conveyance is made subject to easements for power line and levee along the East line of the above described premises, as shown on survey prepared by T. Hawes, dated October, 1970.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said Grantee and its assigns forever; and we do hereby bind ourselves, our heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular, the said premises unto the said Grantee, and its assigns, against every person whom so ever lawfully claiming or to claim the same or any part thereof.

Pocket Park No. 4 is generally located at FM 3005 at 19 Mile Road.

The County owns the tracts of land commonly known as Ft. Crockett, deeds attached as Exhibit 2.

Ft. Crockett Park is generally located on the Galveston Seawall between 45th Street and 53rd Street, Galveston, Texas.

The County owns the tracts of land commonly known as Ostermayer Bayou, deeds attached as Exhibit 3.

Ostermayer Bayou is generally located at FM 3005 at Indian Beach Drive – West Galveston Island, Galveston, Texas.

The County owns the tracts of land commonly known as McAllis Point, deeds attached as Exhibit 4.

McCallis Point is generally located at West Galveston Island, Galveston, Texas.

The County owns the tracts of land commonly known as the Galveston Seawall.

The Seawall Urban Park consists of rip-rap, a gravity concrete structure, an earthen embankment, and concrete and asphalt paved surfaces. Collectively, it is commonly known as the Galveston Seawall. The Galveston Seawall was built on tracts of land owned by the county. It extends roughly parallel to the Gulf of Mexico from the eastern end of Galveston island westward through Lot 401, Trimble and Lindsay, Section 1 of Galveston Island. The County's jurisdiction of the Seawall is from 6th Street to the west end of the Seawall near FM 3005, approximately eight miles. The U.S. Army Corps. of Engineers has jurisdiction over the other two miles, totaling approximately ten miles of Galveston Seawall.

B. Description of ramps under this agreement.

There are various ramps leading from the Seawall onto the Beach which are utilized for public safety purposes. There are two types of ramps: ramps which are an integral part of the Seawall structure and ramps which are earthen structures and are not permanent in nature. The permanent ramps are located at 35th, 47th and 57th Streets. The earthen ramps are located at 53rd Street, 39th Street, 23rd Street and 19th Street.

2. Term

For and in consideration for the premises hereinafter set forth, the County, acting by and through its Commissioners' Court hereby Grants to the City of Galveston the authority to use and manage the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou for a term of ten years commencing January 1, 2018, and ending on a date which is ten (10) years after such commencement date, subject to termination as set out in Paragraphs 7 and 8.

The City shall use the Pocket Parks, McAllis Point, Galveston Seawall and Ostemayer Bayou for public recreational uses only. Public recreational uses include but are not limited to recreation, special events, an RV park, overnight camping and specialty parks such as dog parks. During this term, the parties shall meet annually every January to review the operations of the parks and may meet periodically for the convenience of the parties.

3. Rental and Fees

In consideration for managing, maintaining, and improving the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou, the County shall charge no rent to the City. The County also agrees that the City may charge the public for parking at each facility and may either operate its own concession stands or contract with a third party for the operation of such concession stands.

All revenues generated from the City and/or third party operated concessions and from parking fees or from any other source shall be controlled by the City, subject to any regulations promulgated by the General Land Office related to beach user requirements, and shall be devoted to maintenance, repairs, upkeep, and operational expenses of the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall, and Ostemayer Bayou, and for lifeguard services at the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou (if applicable).

In addition, if revenues exist after these expenses, up to \$15,000 may be used annually for new capital improvements at the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall, and Ostemayer Bayou. No other use of such revenues will be permitted. Such capital improvements shall be proposed by the City to the County and the County must give its consent to the construction of the improvements before the City makes any expenditure for those projects.

4. Galveston Seawall

In consideration for managing, maintain, and improving the Seawall, the City agrees to the following:

- Daily litter abatement – top, both sides – 7 days a week, year round
- Trash Collection from trash receptacles – 7 days a week, year round
- Landscape/weed control along the length of the Seawall, both sides – monthly or as needed.
- Pest/Rodent Control – monthly; more if needed
- Graffiti Abatement – monitored daily and abated upon occurrence.
- Reporting to the County any issues regarding structural integrity of sidewalks, groin, seawall, ramps, stairs, etc...
- Immediate notification of any injuries/accidents that occur on the Seawall.

5. Beach Access Ramps

As noted above, there are two types of ramps leading from the Seawall to the beach: the permanent ramps that are in integral part of the Seawall structure itself and the temporary earthen ramps. The County will maintain the permanent access ramps, but recognizes that for public

safety and relations it is necessary to utilize the ramps to access the beach; therefore the County agrees to allow the City and/or its designee to utilize those ramps to access the beach.

There is no desire on the part of the County to maintain the nonpermanent earthen ramps identified hereinabove. Nonetheless, the County agrees the use of such ramps could service important public safety/ relations functions and therefore is agreeable to allowing such ramps to continue in existence. Therefore, it is agreed between the City and the County that the City may arrange for any third party to ensure such ramps continue to be suitable for use by public safety and other vehicles; if the ramp is not suitable in the sole judgment of the third party the ramp will be closed for access or repaired by the third party.

6. Laws and Restrictions

The City shall comply with all applicable laws, ordinances, restrictions, and regulations as may be required. The City shall also comply with all General Land Office beach user requirements.

7. Condition of Premises

The City shall be responsible for maintaining the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou during the term of this Agreement in their current or better condition. The City may, at its discretion and expense, demolish the pavilion at Pocket Park #3.

8. Capital Improvements

The parties desire and hope that revenues generated from Beach Pocket Parks, Ft. Crockett, McAllis Point and Ostemayer Bayou are sufficient to construct new capital improvements at the Beach Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou.

In addition, the parties are optimistic that other City facilities will become available for such purposes. But, despite such desires, the City is under no obligation to construct such improvements. Any and all new capital improvements shall be ADA compliant and made pursuant to the prior approval of the County and subject to negotiations concerning the payment thereof. But, despite its willingness to negotiate in the future, the County does not wish to indicate that it will commit any funds to any future capital improvement projects. Likewise, the City does not wish to indicate that it will commit any funds to any further capital improvement projects.

Although new capital improvements may be made either solely by the City, or solely by County, or jointly with the County, the parties understand that while the City may participate in decisions related to new capital improvements, any and all permanent improvements belong to the County, as the owner.

The County will furnish the City with those legal descriptions and surveys of the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou that it has in its possession upon request.

9. Concession agreements

If deemed desirable, the City may enter into concession agreements to provide amenities at any of the park locations identified in this agreement. Concession agreements will be solicited through the applicable public procurement statutes. The term of the concession agreement will not exceed the term of this agreement. The County will approve and sign such concession agreements in its capacity of the landowner, and such signature will not be withheld for any unreasonable time or purpose.

10. Insurance

Throughout the term of this Agreement, the City shall maintain statutory Workers' compensation coverage on City employees. The City is self-insured through a governmental risk pool against public liability for injury to persons (including death) or damage to property resulting from or arising out of, or alleged to have arisen from or resulted from, the operations of the City in or about the Pocket Parks, Ft. Crockett, Galveston Seawall, McAllis Point, and Ostemayer Bayou. Such liability policy shall be in an amount not less than the maximum amount of liability exposure to which the City is exposed to liability by virtue of Chapter 101 of the Texas Civil Practice and Remedies Code as it currently exists or to which it may be amended.

The City will not provide fire, wind, hail or flood insurance on buildings or other improvements at the Pocket Parks, Ft. Crockett, Galveston Seawall, McAllis Point and Ostemayer Bayou.

11. City of Galveston Rules

The use and occupation of premises and the procurement of goods and services shall be subject to any and all rules and regulations as may be described by the City, including the City of Galveston procurement policy. A copy of the rules will be provided to the County at the annual meeting for informational purposes.

12. Signs

Signs will be posted at the entrance to each Pocket Park, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou advising the public that the Park is owned by Galveston County and operated by the City of Galveston.

13. Repairs and Maintenance

The City agrees, at its cost and expense, to keep the operations and all improvements in good and clean condition. The City also agrees to make, at the City's cost and expense, all

repairs and replacements necessary (other than capital improvements) to keep the improvements and operations in good and clean condition. The City may contract with third parties of its choosing for any and all repairs and maintenance to the parks. In the event any improvements at the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall, Ostemayer Bayou are damaged or destroyed by storm, hurricane, fire, wind, or other natural or man-made disaster, the County, as owner of the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou will work with the City in submitting insurance claims or requests to FEMA for disaster fund relief.

Funding for such repairs and maintenance shall be those generated by the operation of the parks themselves and there is no obligation of the City to utilize its own funds for such purposes. The parties agree that the City may use City funds if it chooses, and may utilize any funds from any other source such as grants, for such purpose.

14. Right of Entry

The County reserves the unfettered right of entry to the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall, Ostemayer Bayou and any improvements located thereon during normal business hours for any reason or no reason.

15. Bookkeeping/Inspection of Records

The City will keep full, complete and proper books, records and accounts of all gross receipts and expenditures on each Pocket Park, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou. These books, records and accounts shall be open to inspection by the County or its authorized representatives or agents during normal business hours. In addition, the City will report to the County at the annual meeting, the amount of revenues received by each park and the amount and purpose of each expenditure of such revenues.

16. Non-Discrimination/ADA Compliant

The City agrees that in the operation, management, control, use and occupancy of the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou no discrimination of any kind shall be practiced by any party, which is based upon a person's race, sex, color, religion, ancestry, national origin, disability, age, military status, or sexual orientation whether in employment or in the provisions of goods and services.

17. Access by Persons with Disabilities

The City agrees to comply with the Americans with Disabilities Act and any other applicable federal or state law or regulations concerning accessibility by persons who may desire to access the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou who are handicapped, disabled, or differently abled.

18. Independent Contractor

This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and the City. The City shall at all times be deemed to be an independent contractor. The County shall not be liable for any acts or omissions of the City, its employees, or its agents in performing the duties prescribed herein. The parties agree that the operation of the facilities covered by this agreement is a governmental function of the County of Galveston, and that any task undertaken by the City under this agreement is undertaken in its governmental capacity.

19. Force Majeure

The County and the City shall be excused from performing any of their respective duties, obligations, or undertakings provided for in this Agreement in the event and so long as performance of such duty, obligation, or undertaking is prevented, delayed, or hindered by an Act of God, epidemic, fire, earthquake, flood, explosion, action of civil commotion,

sabotage, malicious mischief, strike, lockout, action of labor unions, condemnation, governmental restriction, order of civil or military or naval authorities, embargo, impossibility of obtaining materials, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party in question. Either party entitled to such extension hereunder shall give prompt written notice to the party as soon as possible after the occurrence causing such delay asserting its claim of right to such extension and the reasons therefore.

20. Mediation

Any disputes between the parties relating to this portion of the Agreement may be submitted to mediation in Galveston, Texas. The cost of the mediation proceedings and the cost of the mediator will be split between the parties.

21. No Assignment

This Agreement shall not be assigned in whole or in part with the following exceptions:

- a. The City may assign the duty to ensure the earthen beach access ramps to a third party to ensure they are fit for use of public safety/relations vehicles;
- b. The only exception that is permitted is that the City may enter into concession agreements with third parties for the operation of the concession stands located at the Pocket Parks, and the City may contract with third parties of its choosing for repairs and maintenance of the parks, and the County agrees neither is an assignment barred by this agreement.

22. Termination by County

This Agreement may be terminated by the County, at its election, upon the happening of any of the following events:

a) lapse in required insurance coverage by the City or failure by the City to strictly comply with any provisions in this Agreement related to insurance coverage.

b) the commission by the City of any act of insolvency, the filing of a voluntary or involuntary action concerning the City under any state or federal bankruptcy or other laws for the protection of debtors, an assignment by the City for the benefit of creditors or the appointment of a receiver for the City , or

c) upon six (6) months' prior written notice given to the City no later than December 31st of the year in which the County decides to terminate.

Any concession agreement entered into between the City and any third party will contain a provision that the concession agreement will terminate upon termination of this Agreement with County for any reason.

23. Termination by the City

The City shall also have the right to terminate this Agreement by giving six (6) months written notice to the County no later than December 31, of the year in which the City decides to terminate.

At the expiration or early termination of this Agreement the management and control of the Pocket Parks, Ft. Crockett, McAllis Point, Galveston Seawall and Ostemayer Bayou will be returned to the County in a well maintained condition and free of any indebtedness, liens, or third party concession agreements.

24. Notice

Any notice required to be given shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed and deposited postage prepaid. In a post office or branch post office regularly maintained by the United States Government, to the following addresses, or hand delivery.

County:

Office of the County Judge
722 Moody
County Courthouse, 2nd Floor
Galveston, Texas 77550
Phone: (409) 766-2244
Fax: (409) 766-4591

with a copy to:

Director
Galveston County Parks & Cultural Services Department
4102 Main (FM 519)
La Marque, Texas 77568
(409) 934-8114
Fax: (409) 621-7986

with a second copy to:

Director
Galveston County Legal Department
722 Moody
Galveston County Courthouse, 5th Floor
Galveston, TX 77550
Phone: (409) 770-5562
Fax: (409) 770-5560

City of Galveston:

Office of the City Manager
823 Rosenberg
Galveston, Texas 77550
Phone: (409) 763-6564
Fax: (409) 762-8911

25. Successors

That all of the covenants, conditions and provisions in this Agreement shall extend to and bind both successor Commissioners' Court of County and successor of the City.

26. Venue

This Agreement shall be construed under the laws of the State of Texas and shall be in Galveston County, Texas.

27. Severability

Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained.

28. Non-Liability

The parties hereto agree that in no event shall any members of the Commissioners' Court of the **County** or the Board of Trustees of the City or their officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof.

29. Amendment

Any and all provisions and claims in this Agreement can be amended or deleted by County and City only by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum.

This Agreement is executed to be effective as of the commencement date.

The City of Galveston

By: _____

Date: _____

Attest: _____

Date: _____

County of Galveston

By: _____

Date: _____

**Mark Henry
County Judge**

Attest: _____

Date: _____

By: _____

Date: _____

**Dwight Sullivan
County Clerk**

By: _____

Date: _____

CHAPTER 2 PARKS SYSTEM INVENTORY

FIGURE 2.4 BEACH POCKET PARK #1 INVENTORY

Available Amenities	Quantity
Off Beach Parking	N/A
Porta-toilet	2

BEACH POCKET PARK #1

FM 3005 at 7 1/2 Mile Road, Galveston, TX

Acreage: 7 acres





GALVESTON COUNTY 2017 PARKS MASTER PLAN UPDATE

BEACH POCKET PARK #2

11102 FM 3005 @ 9 Mile Road, Galveston, TX

Acreage: 10 acres

FIGURE 2.5 BEACH POCKET PARK #2 INVENTORY

Available Amenities	Quantity
Rental Facilities	1
Historic Site	1
Concessions	1
Restroom Facilities with Showers	1



BEACH POCKET PARK #3

FM 3005 at 11 Mile Road, Galveston, TX

Acreage: 10 acres

FIGURE 2.6 BEACH POCKET PARK #3 INVENTORY

Available Amenities	Quantity
Beach Access Point	1
Parking Lot	1





GALVESTON COUNTY 2017 PARKS MASTER PLAN UPDATE

BEACH POCKET PARK #4 NATURE PRESERVE

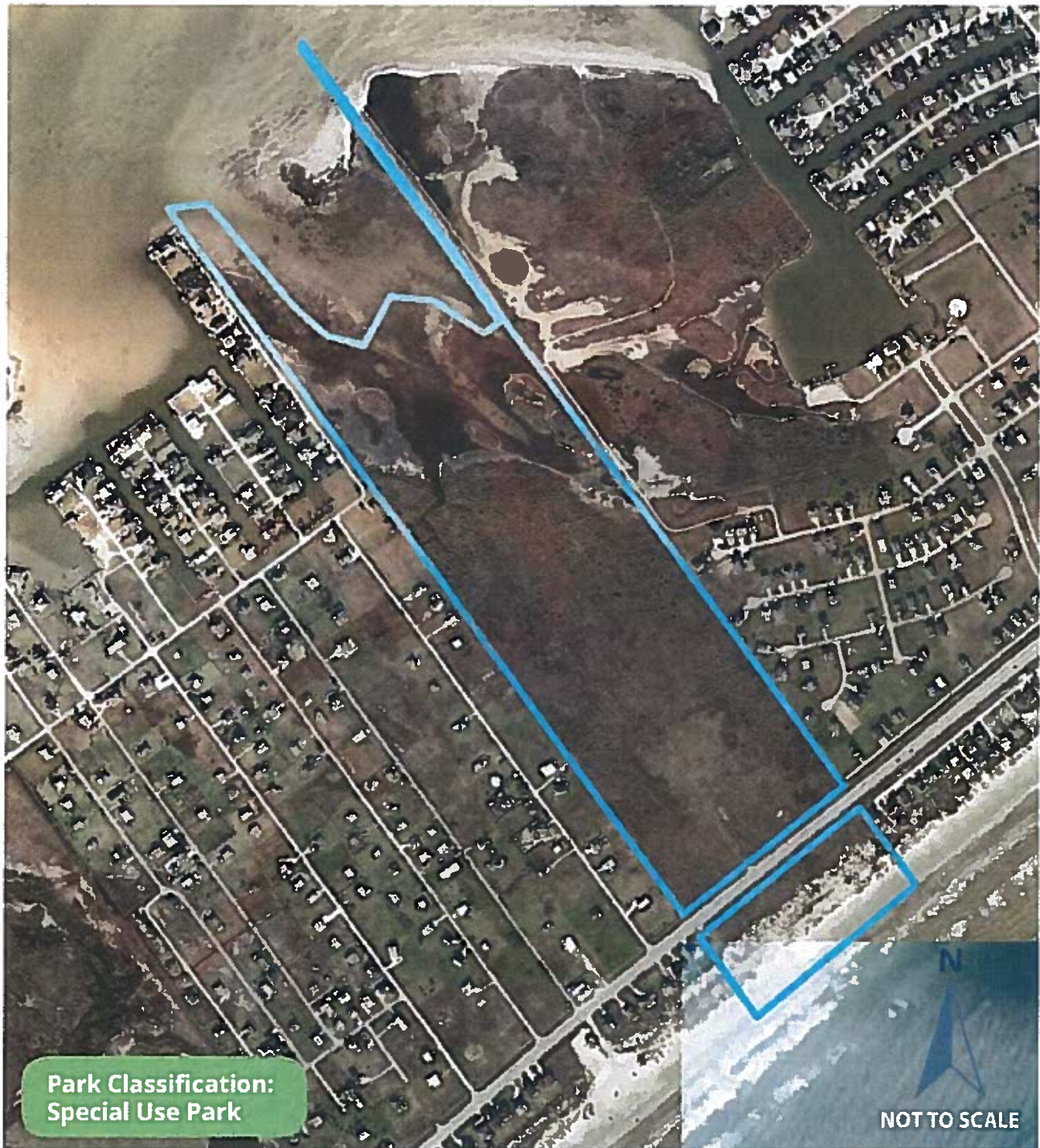
FM 3005 at 19 Mile Road, Galveston, TX

FIGURE 2.7 BEACH POCKET PARK #4 INVENTORY

Available Amenities

Quantity

UNDEVELOPED





GALVESTON COUNTY 2017 PARKS MASTER PLAN UPDATE

FORT CROCKETT SEAWALL PARK

Galveston Seawall
between 45th St. and 53rd St., Galveston, TX

00157-012-0000

Historic Site

FIGURE 2.11 FORT CROCKETT PARK INVENTORY

Available Amenities	Quantity
Historic Site	1
Picnic Areas	7



FIGURE 2.17 MCALLIS POINT PRESERVE INVENTORY

Available Amenities	Quantity
UNDEVELOPED	

MCALLIS POINT NATURE PRESERVE

W. Galveston Island, Galveston, TX



FIGURE 2.19 OSTERMAYER PRESERVE INVENTORY

Available Amenities

UNDEVELOPED

OSTERMAYER BAYOU NATURE PRESERVE

FM 3005 at Indian Beach Rd. -
West Galveston Island, Galveston, TX

Acreage: 84+ acres





NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS § KNOW ALL BY THESE
 §
COUNTY OF GALVESTON § PRESENTS:

That the STATE OF TEXAS for the use and benefit of the Permanent School Fund, by and through JERRY E. PATTERSON, COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE ("Grantor"), by virtue of the authority vested by Texas Natural Resources Code § 51.012, for and in consideration of Two Million Six Hundred Seventy One Thousand Three Hundred Twenty Five Dollars (\$2,671,325.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto THE COUNTY OF GALVESTON, TEXAS, A political subdivision of the State of Texas, ("Grantee"), whose mailing address is c/o Galveston County Right of Way Department, 4110 Shearn Moody Plaza, Galveston, Texas 77550, the following described tract of land (the "Property") in Galveston County, Texas

All that certain 60.3792 acres of land out of Division 2, Section 11 of the Hall and Jones Survey of Galveston Island, in the City and County of Galveston, Texas and being part of that certain tract described in the Special Warranty Deed from The Trust for Public Land to the State of Texas for use and benefit of the Permanent School Fund recorded under Galveston County Clerk's File No. 2006026199; said 60.3792 acres being more particularly described by metes and bounds on "Exhibit A" attached and incorporated herein by reference for all purposes, together with any and all buildings and other improvements, now or hereafter located on said Property and together with all and singular all rights and appurtenances pertaining to such Property, including, but not limited to, any right, title and interest of Grantor in and to adjacent roads, streets, alleys, strips, gores, easement or rights-of-way; and all timber rights, water rights, grazing rights, mineral rights, access rights and development rights owned by Grantor, if any

TO HAVE AND TO HOLD, subject only to those easements, reservations, restrictions and other encumbrances and matters of record which are listed in Exhibit B attached

Return to Anna Melass
LandAmerica Commonwealth Title
1847 San Felipe, Suite 4000
Houston, Texas 77057
GF# 2619001086

hereto and incorporated herein by reference, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, without express or implied warranty.

Witness my hand and seal of office effective this the 17th day of July, 2007.

The STATE OF TEXAS for the use and benefit of the Permanent School Fund.

By.


JERRY E. PATTERSON, COMMISSIONER
TEXAS GENERAL LAND OFFICE



APPROVED

Contents

Deputy Comm

Legal Services

General Couns

Chief Clerk

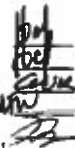


EXHIBIT A



Tract 1

A METES AND BOUNDS DESCRIPTION OF A 59.72 ACRE TRACT OF LAND OUT OF DIVISION 2, SECTION 11, OF THE HALL AND JONES SURVEY OF GALVESTON ISLAND, IN THE CITY AND COUNTY OF GALVESTON, TEXAS, SAID 59.72 ACRE TRACT BEING PART OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO THE STATE OF TEXAS FOR USE AND BENEFIT OF THE PERMANENT SCHOOL FUND RECORDED UNDER GALVESTON COUNTY CLERKS FILE (G.C.C.F.) No. 2008028199 AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2001 ADJUSTMENT) IN FEET ALL DISTANCES ARE GRID DISTANCES IN FEET AND VARAS);

BEGINNING at a 5/8 inch iron rod (N 13828188.24', E 3242380.37' SPCS TXSC NAD 83 2001 Adj) found at the intersection of the Northerly Right-of-Way line of F.M. 3005 also known as Termini-San-Luis Pass Road (based on a width of 120 feet) as described in Right-of-Way deed to Galveston County recorded in Volume 1103, Page 55 of the Galveston County Deed Records (G.C.D.R.), and the Southwest line of said Division 2, Section 11 of the Hall and Jones Survey of Galveston Island marking the Southeast corner of a tract of land described in deed to Barbara Flagout Michaels recorded under film code No. 002-88-0977 G.C.D.R., said point being N 52°28'28" E, a distance of 11544.88 feet (4,156.2 Varas) from NGS Monument G460 Reaset (N 13821154.13' E 3233204.28' SPCS TXSC NAD 83 2001 Adj);

THENCE North 35° 05' 42" West, (called N-33°W Galveston County Surveyors Records) along the East line of said Michaels tract and the Southwest line of said Division 2, Section 11, passing a 5/8 inch iron rod with cap stamped "West Belt Surveying" found at a distance of 2,355.88 feet then continuing on for a total distance of 3,893.83 feet (1401.8 Varas) to the Mean High Water line of Galveston Bay;

THENCE along the meanders of the Mean High Water line of Galveston Bay the following 105 courses and distances;

- L-1 S 72°05'05" E, a distance of 95.87 feet (34.4 Varas);
- L-2 S 59°08'45" E, a distance of 419.37 feet (151.0 Varas)

L-3 S 56°03'44" E, a distance of 304.37 feet (109.6 Varas);
 L-4 S 55°16'51" E, a distance of 199.54 feet (71.8 Varas);
 L-5 S 70°48'37" E, a distance of 40.35 feet (14.5 Varas);
 L-6 S 51°37'17" E, a distance of 62.01 feet (22.3 Varas);
 L-7 S 31°43'51" E, a distance of 43.80 feet (15.8 Varas);
 L-8 S 11°25'37" W, a distance of 42.42 feet (15.3 Varas);
 L-9 S 49°20'06" W, a distance of 115.51 feet (41.6 Varas);
 L-10 N 62°14'31" W, a distance of 98.58 feet (35.5 Varas);
 L-11 N 58°37'58" W, a distance of 203.07 feet (73.1 Varas);
 L-12 N 58°37'36" W, a distance of 190.89 feet (68.7 Varas);
 L-13 S 71°59'15" W, a distance of 27.19 feet (9.8 Varas);
 L-14 S 33°04'51" E, a distance of 183.08 feet (65.9 Varas);
 L-15 S 32°33'34" E, a distance of 392.82 feet (141.4 Varas);
 L-16 S 45°48'22" E, a distance of 235.81 feet (84.9 Varas);
 L-17 S 48°44'30" E, a distance of 279.85 feet (100.7 Varas);
 L-18 S 87°53'43" E, a distance of 91.90 feet (33.1 Varas);
 L-19 N 68°46'02" E, a distance of 29.29 feet (10.5 Varas);
 L-20 S 47°44'01" E, a distance of 44.86 feet (16.1 Varas);
 L-21 N 40°20'59" W, a distance of 72.21 feet (26.0 Varas);
 L-22 N 27°14'03" W, a distance of 92.00 feet (33.1 Varas);
 L-23 N 28°39'39" W, a distance of 250.87 feet (90.3 Varas);
 L-24 N 33°04'19" W, a distance of 258.81 feet (93.2 Varas);
 L-25 N 00°36'15" W, a distance of 30.91 feet (11.1 Varas);
 L-26 N 18°25'52" W, a distance of 8.98 feet (3.2 Varas);
 L-27 N 41°50'36" E, a distance of 47.62 feet (17.1 Varas);
 L-28 N 51°55'40" E, a distance of 44.42 feet (16.0 Varas);
 L-29 N 24°43'10" E, a distance of 39.10 feet (14.1 Varas);
 L-30 N 03°19'25" E, a distance of 24.37 feet (8.8 Varas);
 L-31 N 72°36'22" E, a distance of 81.43 feet (29.1 Varas);
 L-32 S 88°19'24" E, a distance of 82.57 feet (29.7 Varas);
 L-33 N 73°46'20" E, a distance of 79.80 feet (28.7 Varas);
 L-34 S 38°10'01" E, a distance of 143.42 feet (51.6 Varas);
 L-35 S 36°26'16" E, a distance of 101.43 feet (36.5 Varas);
 L-36 S 79°00'05" E, a distance of 83.82 feet (30.2 Varas);
 L-37 N 25°08'41" E, a distance of 51.28 feet (18.5 Varas);
 L-38 N 79°24'59" E, a distance of 114.25 feet (41.1 Varas);
 L-39 N 78°52'35" W, a distance of 128.66 feet (46.3 Varas);
 L-40 N 62°00'53" W, a distance of 47.06 feet (16.9 Varas);
 L-41 N 32°54'08" W, a distance of 58.33 feet (21.0 Varas);
 L-42 N 16°40'14" W, a distance of 91.55 feet (33.0 Varas);
 L-43 N 18°38'50" W, a distance of 108.25 feet (39.0 Varas);
 L-44 N 17°31'04" E, a distance of 120.18 feet (43.2 Varas);
 L-45 N 04°01'22" W, a distance of 58.40 feet (21.0 Varas);
 L-46 N 39°05'30" W, a distance of 227.68 feet (82.0 Varas);
 L-47 N 57°07'28" W, a distance of 215.62 feet (77.6 Varas);
 L-48 N 48°37'38" W, a distance of 193.61 feet (69.7 Varas);
 L-49 N 22°02'31" W, a distance of 89.41 feet (32.2 Varas);
 L-50 S 84°59'46" W, a distance of 75.45 feet (27.2 Varas);
 L-51 N 80°30'16" W, a distance of 55.85 feet (20.1 Varas);
 L-52 N 65°24'47" W, a distance of 42.73 feet (15.4 Varas);
 L-53 N 73°51'35" W, a distance of 45.98 feet (16.6 Varas);

L-54 N 58°59'38" W, a distance of 55.14 feet (18.9 Varas);
 L-55 N 07°19'37" W, a distance of 16.89 feet (5.1 Varas);
 L-56 N 41°45'31" E, a distance of 48.22 feet (17.4 Varas);
 L-57 N 80°35'03" E, a distance of 51.43 feet (18.5 Varas);
 L-58 S 74°38'34" E, a distance of 69.88 feet (25.1 Varas);
 L-59 S 60°00'39" E, a distance of 71.10 feet (25.6 Varas);
 L-60 S 32°02'50" E, a distance of 36.03 feet (13.0 Varas);
 L-61 S 70°48'14" E, a distance of 47.18 feet (17.0 Varas);
 L-62 N 38°20'01" E, a distance of 16.21 feet (5.8 Varas);
 L-63 N 51°31'14" E, a distance of 39.00 feet (14.0 Varas);
 L-64 N 86°22'19" E, a distance of 70.78 feet (25.5 Varas);
 L-65 N 73°16'38" E, a distance of 95.93 feet (34.5 Varas);
 L-66 N 34°46'32" E, a distance of 66.76 feet (24.0 Varas);
 L-67 N 35°29'08" W, a distance of 98.13 feet (35.3 Varas);
 L-68 N 28°28'55" W, a distance of 74.09 feet (26.7 Varas);
 L-69 N 22°21'18" W, a distance of 86.29 feet (31.1 Varas);
 L-70 N 64°32'36" E, a distance of 34.17 feet (12.3 Varas);
 L-71 N 82°45'52" E, a distance of 75.20 feet (27.1 Varas);
 L-72 S 76°19'09" E, a distance of 105.78 feet (38.1 Varas);
 L-73 S 70°42'16" E, a distance of 118.88 feet (42.7 Varas);
 L-74 S 55°32'06" E, a distance of 129.52 feet (46.8 Varas);
 L-75 S 28°40'21" E, a distance of 119.96 feet (43.2 Varas);
 L-76 S 28°55'21" E, a distance of 90.11 feet (32.4 Varas);
 L-77 S 33°30'58" E, a distance of 108.67 feet (39.1 Varas);
 L-78 S 34°06'16" E, a distance of 128.70 feet (46.3 Varas);
 L-79 S 23°21'03" E, a distance of 135.14 feet (48.7 Varas);
 L-80 S 36°55'23" E, a distance of 278.35 feet (100.2 Varas);
 L-81 S 45°57'48" E, a distance of 121.14 feet (43.6 Varas);
 L-82 S 54°55'51" E, a distance of 115.29 feet (41.5 Varas);
 L-83 S 57°48'08" E, a distance of 89.55 feet (32.2 Varas);
 L-84 N 68°40'35" E, a distance of 57.33 feet (20.6 Varas);
 L-85 N 72°27'17" E, a distance of 17.48 feet (6.3 Varas);
 L-86 S 36°19'10" E, a distance of 45.68 feet (16.4 Varas);
 L-87 S 41°07'02" E, a distance of 43.80 feet (15.8 Varas);
 L-88 N 29°37'32" W, a distance of 25.41 feet (9.1 Varas);
 L-89 N 27°06'14" W, a distance of 31.92 feet (11.5 Varas);
 L-90 N 06°09'22" W, a distance of 36.26 feet (13.0 Varas);
 L-91 N 69°35'41" W, a distance of 31.22 feet (11.2 Varas);
 L-92 N 51°45'52" W, a distance of 27.88 feet (10.0 Varas);
 L-93 N 28°28'13" W, a distance of 24.57 feet (8.8 Varas);
 L-94 N 22°53'29" W, a distance of 44.39 feet (16.0 Varas);
 L-95 N 27°00'23" W, a distance of 37.45 feet (13.5 Varas);
 L-96 N 27°11'23" W, a distance of 56.83 feet (20.5 Varas);
 L-97 N 21°12'46" W, a distance of 44.89 feet (16.2 Varas);
 L-98 N 29°17'03" W, a distance of 29.12 feet (10.5 Varas);
 L-99 N 12°28'32" E, a distance of 33.43 feet (12.0 Varas);
 L-100 N 08°17'13" E, a distance of 34.59 feet (12.4 Varas);
 L-101 N 08°36'19" W, a distance of 42.44 feet (15.3 Varas);
 L-102 N 03°42'20" W, a distance of 44.45 feet (16.0 Varas);
 L-103 N 04°47'08" W, a distance of 48.71 feet (17.5 Varas);
 L-104 N 55°52'30" E, a distance of 45.86 feet (16.5 Varas);

L-105 S 81°03'08" E, a distance of 106.68 feet (38 4 Varas) to a point, located on the West line of Indian Beach Section One, a subdivision recorded under Plat Record 17, Map Number 1, of the Galveston County Map Records,

THENCE South 35° 05' 20" East, along the West line of said Indian Beach passing a 5/8 inch iron rod with cap stamped "West Belt Surveying" found at a distance of 477.76 feet, then continuing for a total distance of 880.72 feet (317.1 Varas) to a 1/2 inch iron rod set with cap stamped "Coastal Surveying".

THENCE South 53° 17' 23" West, a distance of 1658.50 feet (597.1 Varas) to a 1/2 inch iron rod set with cap stamped "Coastal Surveying".

THENCE South 35°05'20" East, a distance of 1760.11 feet (633.6 Varas) to a 1/2 inch iron rod set with cap stamped "Coastal Surveying" on the North Right-of-Way line of said F.M. 3005,

THENCE South 53° 17' 23" West, (called S 57° W in said Galveston County Surveyors Records) along the North Right-of-Way line of said F.M. 3005, a distance of 190.21 feet (68 5 Varas) to the POINT OF BEGINNING

Tract 2

A METES AND BOUNDS DESCRIPTION OF A 0.6592 ACRE TRACT OF LAND OUT OF DIVISION 2, SECTION 11, OF THE HALL AND JONES SURVEY OF GALVESTON ISLAND, IN THE CITY AND COUNTY OF GALVESTON, TEXAS, SAID 0.6592 ACRE TRACT BEING PART OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO THE STATE OF TEXAS FOR USE AND BENEFIT OF THE PERMANENT SCHOOL FUND RECORDED UNDER GALVESTON COUNTY CLERKS FILE (G.C.C.F.) No. 2006028199 AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2001 ADJUSTMENT) IN FEET. ALL DISTANCES ARE GRID DISTANCES IN FEET AND VARAS.),

COMMENCE at a 1-1/4 inch iron pipe found at the intersection of the Northerly Right-of-Way line of F.M. 3005 also known as Termini-San-Luis Pass Road (based on a width of 120 feet) as described in Right-of-Way deed to Galveston County recorded in Volume 1103, Page 55 of the Galveston County Deed Records (G.C.D.R.), and the Southwest line of Indian Beach Section One, a subdivision recorded under Plat Record 17, Map Number 1, of the Galveston County Map Records said point being N 52°35'14" E, a distance of 13393.24 feet (4821.6 Varas) from NGS Monument G460 Reset (N 13621154 13' E 3233204.29' SPCS TXSC NAD 83 2001 Adj).

THENCE North 35° 05' 20" West, (Called N32°57'02"W on said Indian Beach Section One plat) along the West line of said Indian Beach Section One, at a distance of 131.38 feet passing a found 4" I pipe on line, at a distance of 148.94 feet passing a found 3" I pipe on line, at a distance of 1760.12 feet passing a 1/2" I rod with cap stamped "Coastal Surveying", at a distance of 2163.09 feet passing a 5/8" I rod with cap stamped "West

Belt Surveying*, for a total distance of 3,673.34 feet (1,322.4 Varas) feet to the Mean High Water line of Galveston Bay and the POINT OF BEGINNING N 13632296.97', E 3241730.68' SPCS TXSC NAD 83 2001 Adj).

~~THENCE along the meanders of the Mean High Water line of Galveston Bay the following 9 courses and distances,~~

L-106 N 89°02'17" W, a distance of 40.92 feet (14.7 Varas),
L-107 N 58°36'11" W, a distance of 39.65 feet (14.3 Varas);
L-108 N 48°30'39" W, a distance of 176.95 feet (63.7 Varas),
L-109 N 54°26'29" W, a distance of 63.38 feet (22.8 Varas),
L-110 N 05°27'19" W, a distance of 44.47 feet (16.0 Varas),
L-111 N 01°42'04" W, a distance of 51.71 feet (18.6 Varas),
L-112 N 04°11'23" W, a distance of 87.16 feet (24.2 Varas),
L-113 S 54°37'48" E, a distance of 27.57 feet (9.9 Varas);
L-114 S 74°36'36" E, a distance of 26.48 feet (9.5 Varas) to a point in the West line of said Indian Beach Section One,

THENCE South 35° 05' 20" East, along the West line of said Indian Beach Section One a distance of 385.40 feet (138.7 Varas) to the POINT OF BEGINNING

July, 11, 2007 -Rev July 13, 2007
Survey date May 23, 2008
see Map 07-0382 of July 13, 2007

COASTAL SURVEYING OF TEXAS, Inc


Sidney Bousa
Licensed State Land Surveyor
Registered Professional
Land Surveyor 5287



07-0382 revised for Commitment

Exhibit B

- 1 Terms, conditions and provisions of Boundary Line Agreement recorded in Volume 470, Page 471 in the Office of the County Clerk of Galveston County, Texas
- 2 All oil, gas and other minerals except a $\frac{1}{2}$ non-participating royalty interest as set out in instrument recorded in/under Clerk's File No 9340101 of the Real Property Records of Galveston County, Texas Use of surface rights governed by Surface Use Agreement recorded in/under Clerk's File No 9340104 designating one surface site and a fifty (50) foot right of way for ingress and egress, power lines, cable, etc , amended by Designation of Replacement Easements recorded in/under Clerk's File No 9905277 of the Real Property Records of Galveston County, Texas
- 3 $\frac{1}{2}$ of $\frac{1}{2}$ non-participating royalty interest in all oil, gas and other minerals as set out in instrument recorded in/under Clerk's File No 9905279 of the Real Property Records of Galveston County, Texas
- 4 Judgment rendered in suite styled "John L. Hill, Attorney General of the State of Texas, et al vs West Beach Encroachment, et al," Cause No. 108156, in the 122nd District Court of Galveston County, pertaining to the public's right of use and easement under the Texas Open Beaches Act
- 5 Lack of a right of access to and from the land (Applies to Tract 2 only as shown on survey dated March 7, 2006, last revised July 13, 2007, prepared by Sidney Bouse, Licensed State Land Surveyor, RPLS No. 5287)
- 6 Ditches along the easterly and westerly property lines as shown on survey dated March 7, 2006, last revised July 13, 2007, prepared by Sidney Bouse, Licensed State Land Surveyor, RPLS No 5287
- 7 Any federal, state or local laws, ordinances, regulations and/or orders whatsoever
- 8 The liens for real estate taxes not yet due and payable and other taxes and assessments of any kind and nature assessed (not yet due and payable)
- 9 ~~The deed restrictions required by Buyer's funding sources including the CELCP Program, "This property has been acquired with funds awarded from a federal financial assistance of the property conveyed by this deed and this conveyance shall vest title in the recipient of the award subject to the condition that the property shall be managed for conservation purposes, consistent with the purposes for which it was entered into the CELCP, and shall not convert to other uses In the event that the property is sold, exchanged, or converts to other uses by the~~

recipient or its successors or assigns, NOAA shall consult with the recipient before deciding to exercise any of the rights regarding disposition of the property and reimbursement of the Federal Government "

10 Under no circumstances shall the property be used by the recipient, or its successors or assigns, for any purpose other than natural conservation purposes provided however, that no development or improvements shall be allowed on the property by the recipient or its successors or assigns for conservation purposes other than that necessary for habitat restoration or to allow access to the general public or other public benefit, as appropriate and consistent with resource protection

The above restrictions shall be a covenant running with the land and standing to enforce such restrictions shall be with the Seller, its successors and assigns as owner of the lands at the time of any violation of such restrictions

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007047559

July 20, 2007 11 11 28 AM

FEE \$48 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

Ft. Crockett Park

1247-Deed
399 to 402
1

*several mineral
16' in width
plus (except at bottom)
34' easement
common*

DEED WITHOUT WARRANTY

THE STATE OF TEXAS
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter sometimes called Grantor), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, (61 Stat. 377) as amended, and rules, orders and regulations issued pursuant thereto, does by these presents, bargain, sell, grant and convey, without warranty, express or implied, and under and subject to the exceptions, reservations and covenants hereinafter set forth, unto the COUNTY OF GALVESTON, TEXAS, (hereinafter sometimes called Grantee), its successors and assigns, the following described property situate, lying and being in the County of Galveston, State of Texas, to-wit:

A parcel or parcel of land known as the Calveston Sewall, containing 2.308 acres of land lying and being situated in the City of Calveston and being portions of Outlots 231, 229, 230, 231, 206, 207, 208, 209 and 210, together with intervening streets and related portions of adjacent streets of the City of Calveston, Texas; said 2.308 acres being more particularly described by notes and bounds as follows:

Beginning at a 1/2" iron pipe set and recognized by the City Engineering Department of Calveston, Texas, marking the intersection of the center lines of 3rd Street, based on 80.0 feet in width and Avenue "B", based on 70.0 feet in width;

THENCE S. 15° 11' E., along the theoretical center line of said 3rd Street, at 1321.6 feet pass a railroad spike (recognized by the present Acting City Engineer of the City of Calveston as marking the intersection of the center lines of said 3rd Street and of Avenue "B", based on 70.0 feet in width), at 1356.6 feet pass a point 40.0 feet S. 75° 00' W. of a 1/4" iron pipe marking the northwesterly corner of Outlot 201 and of a tract or parcel of land conveyed to the United States of America by the Calveston Land and Improvement Company as of April 17, 1900, to all 3773.38 feet to a point;

THENCE S. 77° 20' E., across said 3rd Street, 40.0 feet to a "T" set in concrete in the easterly line of said 3rd Street, and the westerly line of Outlot 201 and of the said United States of America's property; said point being the northwesterly corner and point of place of beginning of this description;

THENCE along the northerly line of this description as follows:

- (1) S. 57° 06' W. 210.31 feet to a "T" set in concrete;
- (2) S. 57° 06' W. 144.36 feet to a "T" set in concrete;
- (3) S. 57° 06' W. 270.33 feet to a "T" set in concrete;
- (4) S. 57° 06' W. 773.77 feet to a "T" set in concrete;
- (5) S. 57° 06' W. 216.17 feet to a "T" set in concrete;
- (6) S. 57° 06' W. 210.31 feet to a "T" set in concrete;
- (7) S. 57° 06' W. 270.33 feet to a "T" set in concrete;

Intersection of the northerly line of the Calveston Sewall, herein described, and the center line of 3rd Street;

THENCE S. 15° 11' E., along the center line of said 3rd Street, 16.67 feet to a point marking the northwesterly corner of this description;

THENCE along the southerly line of the said Calveston Sewall as follows:

- (1) S. 57° 06' W. 484.31 feet to a point;
- (2) S. 57° 23' W. 210.31 feet to a point in the northeasterly line of the Wade Hampton Battery;

THENCE S. 31° 30' E., along the northeasterly line of said Wade Hampton Battery, 21.30 feet to a point;

THENCE S. 20° 05' W., along the southerly line of said Wade Hampton Battery, 40.2 feet to a point;

THENCE S. 57° 20' W., continuing along the southerly line of said Wade Hampton Battery, 143.14 feet to a point;

THENCE S. 77° 20' W., still following the southerly line of said Wade Hampton Battery, 40.6 feet to a point in the extreme southerly corner thereof;

THENCE S. 37° 35' W., along the southeasterly line of said Wade Hampton Battery, 21.0 feet to a point;

THENCE S. 27° 20' W., still following the southeasterly line of said Calveston Sewall, 0.6 feet to a point;

THENCE S. 56° 30' W., 510.65 feet to a point in the most southerly southwest corner of the Charles Inard Battery;

THENCE S. 15° 20' W., along the southerly line of said Charles Inard Battery, 119.80 feet to an angle point in the southerly line thereof;

THENCE S. 58° 20' W. 9.89 feet to another angle point in the southerly line of the said Charles Inard Battery;

THENCE S. 10° 46' W. 180.67 feet to a point in the easterly line of the Jealot Inard Battery;

THENCE along the easterly and southeasterly line of said Jealot Inard Battery with its meanders as follows:

- (1) S. 87° 55' E. 11.46 feet to a point;
- (2) S. 89° 01' E. 13.30 feet to a point;
- (3) S. 89° 05' E. 39.30 feet to the most westerly southeast corner of said United States Battery.

THENCE S. 63° 39' W., along a westerly line of said United States Battery 16.07 feet to a point in the most westerly southeast corner thereof;

THENCE S. 63° 31' W. 1110.37 feet to a point;

THENCE S. 55° 06' W. 223.50 feet to intersect the westerly line of said Outlot 253 and of the said United States of America's property and the westerly line of said 5th Street;

THENCE S. 16° 11' W., along the easterly line of said 5th Street and running parallel to and 44.0 feet easterly of and at right angles to the center line thereof and along the westerly line of said Outlot 253 and of the said United States of America's property, 16.86 feet to the point of place of beginning.

Containing in all 2.300 acres of land.

TOGETHER WITH an easement for the construction, operation, maintenance and repair of pipes and the concrete seawall structure, said easement being 20 feet in width and extending easterly from the southeastern side of the above described and conveyed tract of land.

For the purpose of providing access from the beach to the top of the seawall, which is comprised as the land conveyed hereby, there is reserved and excepted for the Grantor, or its assigns, a perpetual easement and right to construct, maintain and operate steps and approaches for pedestrian traffic to, over, on and across the above described and conveyed land and the easement transferred hereby.

Further reserving and excepting for the Grantor, or assigns, an easement or easements for the installation, operation, maintenance, repair and removal of a new water pipe line and electric power line across the seawall, together with the right to construct a pier to the said seawall, said easements are to cross and the pier to be connected to the seawall between 31.77 feet and 208.61 feet North 20° 59' East of the most southerly southeast corner of the said United States Battery.

Said property transferred hereby was duly determined to be surplus and was assigned to the Administrator of General Services for disposal and the Administrator of General Services has determined that the land and easement conveyed hereby have no commercial value and donation thereof should be made to the County of Calveston, Texas, all in accordance with the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 177), as amended, and applicable rules, regulations and orders.

TO HAVE AND TO HOLD the foregoing premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said COUNTY OF CALVESTON, TEXAS, its successors and assigns forever, subject to the reservations, restrictions, conditions and covenants as herein contained.

Said easements are to be in the premises, which shall run with the land, and the seawall structure and beach will always be used as a seawall and the County of Calveston, Texas, its successors and assigns, that it will

IN WITNESS WHEREOF, the undersigned, after reading the foregoing, have caused these

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

James H. [illegible]
[illegible]

[Signature]
DIRECTOR
Regional Commissioner, Region 7
General Services Administration
Dallas, Texas

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, a Notary Public in and for Dallas County, State of Texas, on this day personally appeared WILLIAM P. GALLAGHER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Commissioner, Region 7, General Services Administration, Dallas, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services, and that he executed the same as the act of the United States of America and of the Administrator of General Services for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Dallas, Texas, this 24 day of January, 1950.

My Commission Expires
[illegible]

[Signature]
Notary Public in and for Dallas
County, Texas

2285007

will be
with
apartment + sidewalk

THE STATE OF TEXAS
COUNTY OF CALVESTON

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of Public Law 750, 84th Congress, approved July 20, 1956, does by these presents bargain, sell, grant and convey for public road purposes, without warranty, express or implied, subject to the condition and covenant hereinafter set forth, unto the COUNTY OF CALVESTON, TEXAS, its successors and assigns, the following described property situate, lying and being in the City of Galveston, Calveston County, State of Texas, to-wit:

A tract or parcel of land known as the Seawall Boulevard, containing 12.6973 acres of land lying and being situated in the City of Galveston and being portions of outlots 228, 229, 230, 231, 206, 207, 208, 209, 184 and 253, together with intervening streets and related portions of adjacent streets of the City of Galveston. Said 12.6973 acres being more particularly described by notes and bounds as follows:

Beginning at a 1/2" iron pipe set and recognized by the City Engineering Department of Galveston, Texas, as marking the intersection of the center line of 53rd Street, based on 80.0 feet in width, and Avenue "U", based on 70.0 feet in width;

Thence S. 16° 11' E., along the theoretical center line of said 53rd Street, at 1321.6 feet pass a railroad spike recognized by the present acting City Engineer of the City of Galveston as marking the intersection of the center line of said 53rd Street and of Avenue "U", based on 70.0 feet in width; at 1356.6 feet pass a point 40.0 feet S. 73° 28' W. of a 3/4" pipe marking the northwesterly corner of Outlot 203 and of a tract or parcel of land conveyed to the United States of America by the Galveston Land and Improvement Company as of April 17, 1900, in all 2573.0 feet to a point;

Thence N. 73° 29' E., across said 53rd Street, 40.0 feet to a "X" cut in concrete in the easterly line of said 53rd Street and the westerly line of the said United States of America's property and in the northwesterly corner of Outlot 253; said point being a point in the intersection of the easterly line of said 53rd Street and the southerly line of Avenue "W" (abandoned) and being the northwesterly corner and point of place of beginning of this description;

Thence S. 55° 06' E., along the northerly line of this description as based on 100.0 feet in width and running parallel to and 50.0 feet northwesterly of and at right angles to the center line thereof as follows:

- (1) S. 55° 06' E. 192.8 feet to a "X" cut in concrete for corner;
- (2) S. 62° 11' E. 141.35 feet to a 3/4" pipe for corner;
- (3) S. 72° 45' E. 254.11 feet to a 3/4" pipe for corner;
- (4) S. 68° 29' E. 190.35 feet to a 3/4" pipe for corner;
- (5) S. 52° 26' E. 216.97 feet to a 3/4" pipe for corner;
- (6) S. 57° 23' E. 2110.43 feet to a "X" cut in concrete for corner;
- (7) S. 57° 06' E. 510.93 feet to a bolt set in the intersection of the northwesterly line of said Seawall Boulevard, herein described, and the center line of 7th Street;

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UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

Paul H. Jackson
John H. Montgomery

John H. Montgomery
Regional Commissioner, Region 7
General Services Administration
Dallas, Texas

THE STATE OF TEXAS |
COUNTY OF DALLAS |

...the ... and ...
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of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Dallas, Texas, this 1st day of November, 1957.

My Commission Expires:
June 1, 1957

(S E A L)

James E. Patten
Notary Public in and for Dallas
County, Texas

Filed for record November 26, 1957 at 3:50 o'clock P.M. No. 187702
Recorded November 27, 1957 at 3:30 o'clock P.M.
JOHN R. FLAITE, County Clerk, By [Signature] Deputy.

1269-Deed
A72 to 175

Wilmington
of small plot.

DEED WITHOUT WARRANTY

THE STATE OF TEXAS |
COUNTY OF GALVESTON |

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and rules, orders and regulations issued pursuant thereto, in consideration of the sum of FIFTYTHREE THOUSAND TWO HUNDRED AND 10/100 (\$53,200.00) DOLLARS, to it duly paid by COUNTY OF GALVESTON, Texas (hereinafter sometimes called "Grantee," whether one or more), the receipt of which is hereby acknowledged, does by these presents bargain, sell, grant and convey, without warranty, express or implied, under and subject to the exceptions, reservations, conditions and covenants, if any, hereinafter set forth, unto the said COUNTY OF GALVESTON, Texas, its successors and assigns, the following described property situate, lying and being in the County of Galveston, State of Texas, to-wit:

TRACT 7-A

A TRACT OR PARCEL OF LAND CONTAINING 0.2990 ACRES OF LAND, MORE OR LESS, EXIST AND BEING SITUATED IN THE CITY OF GALVESTON, TEXAS, AND BEING A PORTION OF OUTLOT 230 OF THE CITY OF GALVESTON IN ACCORDANCE TO A MAP OF A SURVEY MADE BY JOHN S. CHISHOLM, DATED 1879, AND ACCEPTED BY THE MAYOR OF GALVESTON AS THE OFFICIAL MAP OF GALVESTON, TEXAS, ON AUGUST 12, 1894; SAID 0.2990 ACRES OF LAND DESCRIBING PORTIONS OF LAND CONVEYED TO THE UNITED STATES BY THE GALVESTON LAND AND IMPROVEMENT COMPANY BY DEED DATED JANUARY 15, 1897, RECORDED MARCH 29, 1897, IN BOOK 141, PAGES 431 TO 436, IN THE RECORDS OF GALVESTON COUNTY,

TEXAS, LAND CONVEYED TO THE UNITED STATES BY THE GALVESTON CITY COMPANY BY QUIET CLASH DEED DATED FEBRUARY 15, 1897; LAND (PREVIOUSLY SURVEYED) CONVEYED TO THE UNITED STATES BY QUIET CLASH OF THE CITY COUNCIL OF GALVESTON AND CONFIRMED BY AN ACT OF THE LEGISLATURE OF TEXAS; SAID 0.2990 ACRES BEING MORE PARTICULARLY DESCRIBED BY SURVEY AND BEING AS FOLLOWS:

BEING at a 1/2" iron pipe set and recognized by the City Engineering Department of Galveston, Texas, as marking the intersection of the center line of 53rd Street, based on 80.0 feet in width, and Avenue "U," based on 70.0 feet in width;

THENCE S. 15° 31' 12" E., along the theoretical center line of said 53rd Street, 1132.6 feet to a railroad spike recognized by the present acting City Engineer of the City of Galveston as marking the intersection of the center line of said 53rd Street and Avenue "U," based on 70.0 feet in width;

THENCE N. 75° 28' 12" E., along the theoretical center line of said Avenue "U," as so recognized, 1571.0 feet to a point;

THENCE S. 15° 31' 12" E., across said Avenue "U," at 25.0 feet pass a 3/4" pipe set in the southerly line of said Avenue "U" and the southerly line of Outlot 205 and of a tract or parcel of land conveyed to the United States of America by the Galveston Land and Improvement Company as of January 15, 1897, at 261.1 feet pass a 3/4" pipe set in the southerly line of a 50.0 foot road easement, at 286.1 feet pass a 3/4" pipe in the center line of said 50.0 foot road easement, at 311.1 feet pass a 3/4" pipe in the southerly line of said 50.0 foot road easement at 335.0 feet, more or less, cross the southerly line of said Outlot 205 and the southerly line of Avenue "U" (abandoned) at 355.0 feet, more or less, cross the southerly line of said Avenue "U" (abandoned) and the southerly line of Outlot 200, in all 568.0 feet to a 3/4" pipe marking the northwesterly corner and point of place of beginning of this description;

THENCE S. 15° 31' 12" E. 62.75 feet to a 3/4" pipe marking the southwesterly corner of this description; said point being a point in the northwesterly line of the Seawall Boulevard, based on 50.0 feet in width;

THENCE S. 6° 41' 12" E., along the northwesterly line of the said Seawall Boulevard and running parallel to and 50.0 feet northwesterly of and at right angles to the center line thereof, 57.64 feet to a 3/4" pipe marking an angle point in the northwesterly line of said Seawall Boulevard;

THENCE S. 15° 31' 12" E., continuing along the northwesterly line of the said Seawall Boulevard and running parallel to and 50.0 feet northwesterly of and at right angles to the center line thereof, 265.33 feet to a 3/4" pipe marking the most easterly corner of this description;

THENCE S. 6° 41' 12" E. 113.64 feet to a 3/4" pipe for corner;

THENCE S. 15° 31' 12" E. 225.0 feet to the point or place of beginning, containing 0.2990 acres of land, more or less.

There is reserved and excepted from this description a street across said

TRACT 6-A

A TRACT OR PARCEL OF LAND CONTAINING 0.2527 ACRES OF LAND, MORE OR LESS, LIES AND BEING SITUATED IN THE CITY OF GALVESTON, TEXAS, AND BEING PORTIONS OF OUTLOTS 229 AND 230 OF THE CITY OF GALVESTON IN ACCORDANCE TO A MAP OF A SURVEY MADE BY JOHN B. CHOLMONDLEY, DATED 1898, AND ACCEPTED BY THE MAYOR OF GALVESTON AS THE OFFICIAL MAP OF GALVESTON, TEXAS, ON AUGUST 12, 1894; SAID 0.2527 ACRES OF LAND BEING PORTIONS OF LAND CONVEYED TO THE UNITED STATES BY THE CALVESTON LAND AND IMPROVEMENT COMPANY BY DEED DATED JANUARY 18, 1897, RECORDED IN BOOK 29, PAGE 181, IN BOOK 331 TO 336, DEED RECORDED IN GALVESTON COUNTY, TEXAS; SAID QUANTITIES TO THE UNITED STATES BY THE CALVESTON CITY COMPANY BY QUOTATION DEED DATED FEBRUARY 15, 1897; SAID (FOURTHLY STRIKING) CAME TO THE UNITED STATES BY RESOLUTION OF THE CITY COUNCIL OF GALVESTON AND CONFIRMED BY AN ACT OF THE LEGISLATURE OF TEXAS; SAID CONVEYED TO THE UNITED STATES BY THE CALVESTON LAND AND IMPROVEMENT COMPANY BY DEED DATED APRIL 17, 1900, RECORDED MAY 11, 1900 IN BOOK 178, PAGES 210 TO 212; DEED RECORDED IN GALVESTON COUNTY, TEXAS; SAID (PREVIOUSLY STRIKING) CAME TO THE UNITED STATES BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, PASSED APRIL 14, 1900; AND SAID (PREVIOUSLY STRIKING) QUOTATION TO THE UNITED STATES BY THE CALVESTON CITY COMPANY BY DEED DATED APRIL 28, 1900, RECORDED MAY 11, 1900, IN BOOK 178, PAGES 601 AND 611, DEED RECORDED IN GALVESTON COUNTY, TEXAS; SAID 0.2527 ACRES BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BEING AS FOLLOWS:

BEING at a 1/4" iron pipe set and recognized by the City Engineer, Department of Galveston, Texas, as marking the intersection of the center line of 53rd Street, based on 50.0 feet in width and Avenue "U", based on 70.0 feet in width;

THENCE S. 16° 31' E., along the theoretical center line of the said 53rd Street, 1321.5 feet to a railroad spike recognized by the present acting City Engineer of the City of Galveston as marking the intersection of the center line of said 53rd Street and Avenue "U", based on 70.0 feet in width;

THENCE N. 73° 29' E., along the theoretical center line of said Avenue "U", as so recognized, 1573.0 feet to a point;

THENCE S. 16° 31' E., across said Avenue "U", at 35.0 feet pass a 1/4" pipe set in the southerly line of said Avenue "U" and the northerly line of Outlet 205 and of a tract or parcel of land conveyed to the United States of America by the Calveston Land and Improvement Company as of January 18, 1897, at 261.1 feet pass a 1/4" pipe set in the northerly line of a 50.0 foot road easement, at 206.1 feet pass a 3/4" pipe in the center line of said 50.0 foot road easement, at 311.1 feet pass a 3/4" pipe in the southerly line of said 50.0 foot road easement, at 625.0 feet, more or less, cross the southerly line of said Outlet 205 and the northerly line of Avenue "V" (abandoned), at 695.0 feet, more or less, cross the southerly line of said Avenue "V" (abandoned) and the northerly line of Outlet 230, is all 568.9 feet to a 3/4" pipe marking the north-easterly corner of this description; and the point or place of beginning of this description;

THENCE S. 51° 34' W., at 15.0 feet, more or less, cross the westerly line of said Outlet 230 and the easterly line of 49th Street (abandoned) at 100.0 feet, more or less, cross the westerly line of said 49th Street (abandoned) and the easterly line of Outlet 229, is all 341.0 feet to a 3/4" pipe marking the westerly corner of this description in the northwesterly line of the Seavall Boulevard, based on 100.0 feet in width;

THENCE S. 65° 31' E., along the northwesterly line of the said Seavall Boulevard and running parallel to and 50.0 feet northwesterly of and at right angles to the center line thereof, at 211.0 feet, more or less, cross the easterly line of said Outlet 229 and the westerly line of said 49th Street (abandoned) at 314.0 feet, more or less, cross the easterly line of said 49th Street (abandoned) and the westerly line of said Outlet 230, is all 325.74 feet to a 3/4" pipe marking the southeasterly corner of this description;

THENCE S. 16° 31' W., 68.75 feet to the point or place of beginning, containing 0.2527 acres of land, more or less.

File. For use in July 8, 1950 4:30 P.M. 20068
McNees July 9, 1950 2:30 P.M.
Full Name, County, State

[Signature]

July 17, 1989

DESCRIPTION OF A 66,898.08 SQUARE FOOT TRACT OUT OF THE CITY AND COUNTY OF GALVESTON, TEXAS AND BEING PART OF TWO TRACTS RECORDED IN VOLUME 1241, PAGES 107 THROUGH 109 AND VOLUME 1247, PAGES 399 THROUGH 402 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

COMMENCING at the intersection of the centerlines of 53rd Street, and Avenue "S" as per deeds recorded in Volume 1241, Page 107 and Volume 1247, Page 399 in the Office of the County Clerk of Galveston County, Texas;

THENCE S16°31'E, along the centerline of 53rd Street, a distance of 2778.38 feet;

THENCE N73°29'E, across 53rd Street, 40.0 feet to a point in the Easterly line of 53rd Street and the Westerly line of City of Galveston Outlot 253, said point being the point of beginning of a 2.3008 acre tract described in Volume 1247, Page 399 through 402, in the Office of the County Clerk of Galveston County, Texas;

THENCE along the Northerly line of said 2.3008 acre tract N55°06'E, 219.26 feet and N62°51'E, 973.98 feet to the place of beginning of the 66,898.08 square foot tract hereinafter described, said beginning point lying in the Southerly line of a 12.6973 Acre Tract recorded in Volume 1241, Pages 107 through 109 in the Office of the County Clerk of Galveston County, Texas;

THENCE from said beginning corner partially along the Northerly line of said 2.3008 acre tract and along the Southerly line of said 12.6973 acre tract and across said 12.6973 acre tract and along the Southerly line of a 10 foot sidewalk N62°51'00"E 135.72 feet, N51°22'40"E 595.26 feet, N56°59'00"E, 822.62 feet, N52°28'00"E, 216.62 feet and N57°23'00"E 69.30 feet to a point for corner;

THENCE S32°37'00"E, across said 2.3008 Acre Tract, a distance of 16 feet to a point for corner in the Southerly line of said 2.3008 acre tract and the Northerly line of a 34 foot easement adjoining said 2.3008 acre tract;

THENCE along the Southerly line of said 2.3008 Acre Tract

S57°23'00"W, 68.00 feet,
S37°30'00"E, 21.30 feet,
S28°05'00"W, 40.20 feet,
S52°22'00"W, 143.14 feet,
S77°28'00"W, 40.60 feet,
N37°36'00"W, 21.00 feet,
S56°59'00"W, 510.65 feet,
S52°20'00"W, 319.80 feet,
S58°20'00"W, 9.85 feet,
S35°46'00"W, 180.67 feet,
S34°06'00"E, 11.46 feet,
S38°01'00"E, 13.10 feet,
S55°26'00"W, 39.10 feet,
N63°39'00"W, 16.10 feet,
S62°51'00"W, 487.69 feet,
N27°09'00"W, 16.00 feet, to the place of

beginning of the tract hereinafter described and containing 66,898.08 square feet, more or less all being out of said tract recorded in Volume 1241, Pages 107 through 109, and a tract recorded in Volume 1247, Page 399, in the Office of the County Clerk of Galveston County, Texas;

Seawall/Pt. Seawall Blvd. Lease

Seawall Blvd.

(Kent/Luckett)

S.T.C. (Lera)

(Page 1 of 1)

JAMES W. GARTRELL, JR.

GULF COAST ENGINEERING
AND SURVEYING

CONSULTING ENGINEER - SURVEYOR

P.O. BOX 382 LA MARQUE, TEXAS 77666
409/935-2462 TEXAS CITY 719/488-6869 HOUSTON

July 17, 1989

DESCRIPTION OF A 18,390.38 SQUARE FOOT SIDEWALK EASEMENT OUT OF THE CITY AND COUNTY OF GALVESTON, TEXAS AND BEING PART OF A TRACT RECORDED IN VOLUME 1241, PAGES 107 THROUGH 109 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

COMMENCING at the intersection of the centerlines of 53rd Street and Avenue "S" as per deeds recorded in Volume 1241, Page 107 and Volume 1247, Page 399 in the Office of the County Clerk of Galveston County, Texas;

THENCE S16°31'E, along the centerline of 53rd Street, a distance of 2778.38 feet;

THENCE N73°29'E, across 53rd Street, 40.0 feet to a point in the Easterly line of 53rd Street and the Westerly line of City of Galveston Outlot 253, said point being the point of beginning of a 2.3008 acre tract described in Volume 1247, Page 399 through 402, in the Office of the County Clerk of Galveston County, Texas;

THENCE along the Northerly line of said 2.3008 acre tract N55°06'E, 219.26 feet and N62°51'E, 973.98 feet to the place of beginning of the 18,390.38 square foot tract hereinafter described, said beginning point lying in the Southerly line of a 12.6973 Acre Tract recorded in Volume 1241, Pages 107 through 109 in the Office of the County Clerk of Galveston County, Texas;

THENCE from said beginning corner N27°09'00"W, a distance of 10.00 feet to a point for corner;

THENCE along the Northerly line of a 10 foot in width sidewalk N62°51'00"E 134.72 feet, N51°22'40"E 594.74 feet, N56°59'00"E, 822.71 feet, N52°28'00"E 216.65 feet and N57°23'00"E 69.73 feet to a point for corner;

THENCE S32°37'00"E, a distance of 10 feet to a point for corner in the Northerly line of said 2.3008 acre tract and the Southerly line of said 12.6973 acre tract;

THENCE along the Southerly line of a 10 foot in width sidewalk and partially along the Southerly line of said 12.6973 Acre Tract S57°23'00"W 69.30 feet, S52°28'00"W 216.62 feet, S56°59'00"W 822.62 feet, S51°22'40"W 595.26 feet and S62°51'00"W, 135.72 feet to the place of beginning of the tract hereinafter described and containing 18,390.38 square feet, more or less all being out of said tract recorded in Volume 1241, Pages 107 through 109 in the Office of the County Clerk of Galveston County, Texas;

Sidewalk Lease
Sea Wall Blvd.
(Kent/Luckett)
S.T.C. (Lera)

(Page 1 of 1)

JAMES W. GARTRELL, JR.

GULF COAST ENGINEERING
AND SURVEYING

CONSULTING ENGINEER - SURVEYOR

P.O. BOX 382 LA MARQUE, TEXAS 77560
409/935-2462 TEXAS CITY 713/488-6060 MAIL

INSTRUMENT

2010042558

7 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS)
)
COUNTY OF GALVESTON)

KNOW ALL MEN BY THESE PRESENTS:

THAT THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation, authorized to conduct business in the State of Texas as TPL-Texas, Inc ("Grantor"), for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto THE COUNTY OF GALVESTON, TEXAS, a political subdivision of the State of Texas ("Grantee"), whose mailing address is Galveston County, c/o Galveston County Right of Way Department, Galveston County Courthouse, 722 Moody, Galveston, Texas 77550, all of Grantor's right, title and interest in and to that certain tract or tracts of land situated in Galveston County, Texas, and described as follows

See Exhibit "A" attached hereto and made a part hereof for all purposes,

TO HAVE AND TO HOLD, subject only to those easements, reservations, restrictions and other encumbrances and matters of record which are listed in Exhibit B attached hereto and incorporated herein by reference, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, without express or implied warranty

Return To: **KL**
10170023841
Charter Title Company
4265 San Felipe, Suite 300
Houston, TX 77027

EXECUTED effective as of this 24th day of August, 2010.

THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation, authorized to conduct business in the State of Texas as TPL-Texas, Inc

By: Khalid O

Name: M. Noel C Rolo

Title: Senior Counsel

ACKNOWLEDGMENT

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

This instrument was acknowledged before me on this 27th day of August, 2010, by M. Joel C. Zender of Senior Counsel of **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation, authorized to conduct business in the State of Texas as TPL-Texas, Inc., on behalf of said corporation.

Deane E. Thompson
Notary Public

My commission expires: 1-31-2015

Following recording, return to:

**Galveston County
c/o Galveston County Right of Way Department
Galveston County Courthouse
722 Moody
Galveston, Texas 77550**



EXHIBIT A
(Property Description)

Attached

METES AND BOUNDS DESCRIPTION
OF A
42.042 ACRE TRACT
TRACT FOUR

Being 42.042 acres of land, more or less, of which 35.132 acres are State owned submerged land, and 42.042 acre tract being out of and a part of the Spitzer's Subdivision located in Section 16 of the Hall and Jones Survey of Galveston Island, Galveston County, Texas, as recorded in Volume 8, Page 34, Deed Records of Galveston County, Texas, and this 42.042 acre tract being more particularly described by metes and bounds as follows:

Commencing at a found 1-inch iron pipe at the corner corner of a 60.00 acre tract recorded in Clerk File No. 8459242, Galveston County, Texas, the same being a south corner of a 172.28 acre tract recorded in Clerk File No. 2005035779, Galveston County, Texas, and pipe having a State Plane Grid coordinate of N 13,437,219.03, E 3,247,269.12, Texas South Central Zone in U.S. feet, thence N 36-55-17 W, 1171.03 feet, N 36-46-54 W, 340.17 feet, N 53-06-53 W, 359.04 feet, N 34-38-13 W, 1290.00 feet, S 53-01-47 W, 349.50 feet, to a found 1-inch iron pipe and the point of beginning of this description being the east corner of this 42.042 acre tract, and corner being on the northwest boundary of a 11.484 acre tract, called 13.478 acres as partition deed recorded in County Clerk File No. 8321394, Galveston County, Texas,

Thence S 53-01-47 W with the southeast boundary of this tract, the same being the northwest boundary of and 11.484 acre tract, 263.91 feet, to a set 5/8-inch iron rod for a corner of this tract, the same being the west corner of said 11.484 acre tract, on the Mean High Water (MHW) line of West Galveston Bay,

Thence with the mean high water line boundary of West Galveston Bay as follows:

S 61-54-07 E, 27.76 feet,
S 40-44-40 E, 91.10 feet,
S 76-44-08 E, 139.16 feet,
S 41-07-37 E, 198.98 feet,
S 78-14-31 E, 150.38 feet,
S 43-55-47 E, 143.91 feet,
S 46-30-33 E, 173.30 feet,
S 38-46-15 E, 95.86 feet,
S 27-40-31 E, 90.94 feet,
S 61-14-43 W, 75.58 feet,
S 84-10-24 W, 90.34 feet,
N 63-33-34 W, 98.96 feet,
N 50-40-56 W, 125.91 feet,
N 30-37-08 W, 113.84 feet,
S 07-38-15 W, 150.16 feet,
S 73-09-00 W, 91.01 feet,
N 19-15-37 W, 28.10 feet,
N 33-19-00 E, 62.12 feet,
N 75-51-29 E, 81.57 feet,
N 45-12-25 E, 61.00 feet,
N 03-17-29 W, 33.42 feet,
N 24-27-59 W, 103.92 feet,
N 34-18-13 W, 114.11 feet,
N 55-38-18 W, 142.45 feet,
N 73-30-29 W, 229.64 feet,
N 75-32-03 W, 129.32 feet,
N 60-04-54 W, 159.31 feet,
N 47-36-40 W, 174.40 feet,
N 24-12-55 W, 164.14 feet,
N 44-22-46 W, 301.00 feet,
N 40-09-57 W, 136.83 feet,
N 60-53-04 W, 78.80 feet,

N 35-56-23 W, 76 59 feet,
N 55-49-58 W, 137 57 feet,
S 70-37-58 W, 83 93 feet, to a net 5/8-inch steel rod on the northwest boundary of this tract,

Thence entering West Galveston Bay, N 75-36-01 W, 1278 17 feet, (called N 75-36-37W) to the west corner of this tract,

Thence S 74-12-18 E, 1491 83 feet, (called S 74-09-34 E, 1495 17 feet) to the north corner of this tract,

Thence S 36-56-08 E, 1267 97 feet, (called S 36-56-18 E) to the point of beginning and containing 42 042 acres of land, more or less, of which 35 132 acres are State owned submerged land.

Notes

- 1 Boundary survey conducted by HDR Engineering during June 2010
- 2 Bearings are State Plane Grid and coordinates are Grid in U S feet and referenced to Texas Coordinate System, Texas South Central Zone, as defined by Article 21 071 of the Natural Resources Code of the State of Texas, 1983 datum
- 3 Coordinates derived from monument "HOCSD 42" having a coordinate of N 13,643,727 04', E 3,264,124 31', and an NAVD'83 elevation of 6 53', a scale factor of 0.99984954, a convergence of 01-59-34 E.
- 4 Acreage variance from previous description of this tract due to natural accretion and erosion of West Galveston Bay shoreline
- 5 Drawing accompanies this matter and contains description.
- 6 HDR Engineering, Inc., 535 N. Carmichael, Suite 1650, Corpus Christi, Texas, 78401, Phone (361) 857-2211



EXHIBIT B
(Matters Subject To)

- 1 Federal, state or local laws, ordinances, regulations and/or orders whatsoever.
- 2 Liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (not yet due and payable) with respect to the Property.
3. Dryland passageway easement 10 feet in width as set forth and defined in instrument filed for record under Galveston County Clerk's File No. 8521394, 8726014 and corrected by 9238751.
4. 1/6th of all oil, gas and other minerals, as set forth by instrument recorded in Volume 563, Page 602 of the Records of the County Clerk of Galveston County, Texas
- 5 All oil, gas and other minerals, as set forth by instruments filed for record under Galveston County Clerk's File Nos. 8521394 and 8726014
6. Rights in and to a ten (10) foot non-exclusive dryland passageway easement and a 60 foot ingress and egress easement as set forth and defined in instrument filed for record under Galveston County Clerk's File No. 8521394.
7. The following items shown on survey dated June 10, 2010 prepared by George Rubalcaba, R.P.L.S. No. 4229, Project Number 142209 with HDR Engineering, Inc., to-wit: (a) Any portion of the subject property lying under water (submerged land), as shown by Mean High Water lines, with indications of possible wetland areas and some ponds; (b) A portion of Tract Four (4) appears to be an island, with lack of access; and (c) Any right, title, interest or claim of any character had or asserted by the Texas General Land Office for the State of Texas or by any government or governmental authority, or by the public generally in or to that part of the property herein described in and to area with the Mean High Water line, subject to change depending on the natural accretion and erosion of the shoreline and the ebb and flow of the tide for West Galveston Bay.
8. This Property must be used in perpetuity for the purposes for which it was acquired under the Coastal Management Program. If the property is ever sold or used for purposes contrary to those for which it was acquired, the federal awarding agency must be compensated in accordance with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (15 C.F.R. Part 24). The Grantee also assures nondiscrimination against all users who desire to enjoy the Property.
- 9 The Property must be used in perpetuity for the purposes for which it was acquired (TCEQ Contract No. 582-10-90505). If the Property is ever sold or used for purposes contrary to those for which it was acquired, the federal awarding agency and TCEQ must be compensated in accordance with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (15 C.F.R. Part 24), and the Texas Uniform Grant Management Standards.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Dagle

2010042350

August 27, 2010 11:27:31 AM

FEE \$38.00

Mary Ann Dagle, County Clerk
Calveston County, TEXAS

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns, forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

EXECUTED effective as of this 24th day of August, 2010

THE TRUST FOR PUBLIC LAND, a
nonprofit California public benefit corporation,
authorized to conduct business in the State of
Texas as TPL-Texas, Inc

By: [Signature]

Name: Michael C Zender

Title: Senior Counsel

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on this 24th day of August, 2010, by
Michael C. Zender, as Senior Counsel of **THE TRUST FOR PUBLIC**
LAND, a nonprofit California public benefit corporation, authorized to conduct business in the State
of Texas as TPL-Texas, Inc., on behalf of said corporation

[Signature]
Notary Public

My commission expires: 1-31-2015

Following recording, return to:

Galveston County
c/o Galveston County Right of Way Department
Galveston County Courthouse
722 Moody
Galveston, Texas 77550



EXHIBIT A TO SPECIAL WARRANTY DEED
(Property Description)

Attached

METER AND BOUND DESCRIPTION
OF A
32.088 ACRE TRACT
TRACT ONE

Being a 32.088 acre tract called a 31.743 acre tract in partition deed recorded in County Clerk's File No. 8321394, Galveston County, Texas, and being out of and a part of the Sydnor's Subdivision located in Section 10 of the Hall and Jones Survey of Galveston Island, Galveston County, Texas, as recorded in Volume F, Page 34, of the Galveston County Deed Records, Galveston County, Texas, and this 32.088 acre tract being more particularly described by notes and bounds as follows:

Beginning at a found 5/8-inch iron rod having a State Plane Grid coordinate of N 13,634,155.24, E 3,146,545.86 NAD83, Texas South Central Zone in U.S. feet, for the east corner of this tract, said corner also being the north corner of a 60.00 acre tract recorded in Clark File No. 8459242, Galveston County, Texas, and bearing N 36-55-17 W 1171.03 feet, (called N 36-51-33 W, 1171.08 feet) from a found 1-inch iron pipe at the interior corner of said 60.00 acre tract, the same being a south corner of a 172.28 acre tract recorded in Clark File No. 2609093739, Galveston County, Texas,

THENCE S 55-39-22 W, with the northwest line of said 60.00 acre tract, 1012.09 feet, (called 1012.82 feet) to a found 5/8 inch iron rod found for a south corner of this tract, said corner also being the west most corner of said 60.00 acre tract,

THENCE N 35-20-03 W, 52.93 feet, (called 53.18 feet), to a found 1-inch iron pipe for an interior corner of this tract, the same being the north corner of Lot 32, Block 3, Indian Beach Section 3 Subdivision recorded in Volume 17, Page 151, Plat Records of Galveston County, Texas,

THENCE S 51-50-53 W, with the southeast boundary of this tract, the same being the northwest boundary of said Indian Beach Section 3 Subdivision, 698.55 feet, to a found 1-inch iron pipe for the south corner of this tract, the same being the east corner of Lot 58 Block 2, Amended Plat of Indian Beach Section 3 Subdivision recorded in Volume 17, Pages 17 thru 21, Plat Records of Galveston County, Texas,

THENCE N 35-36-03 W (called N 25-34-57W) with the southwest boundary of this tract, the same being the northeast boundary of said Amended Plat of Indian Beach Section 3 Subdivision and generally following a fence line, at 2595.99 feet pass a found 1-1/2 inch iron pipe, in all 2630.25 feet to a set 5/8-inch iron rod for the west corner of this tract, said corner being on the mean high water (MHW) line of West Galveston Bay;

THENCE with the mean high water boundary of West Galveston Bay, as follows:

N 30-37-58 E, 63.91 feet,
S 53-48-58 E, 157.57 feet,
S 35-54-23 E, 76.39 feet,
S 60-52-08 E, 78.80 feet;
S 40-09-57 E, 136.83 feet,
S 44-22-48 E, 301.06 feet,
S 26-12-35 E, 164.14 feet,

S 47-26-40 E, 174 40 feet,
 S 60-06-54 E, 159 31 feet,
 S 75-12-05 E, 139 12 feet,
 S 73-30-29 E, 229 64 feet,
 S 55-30-10 E, 142 45 feet,
 S 36-18-13 E, 114 11 feet,
 S 24-27-19 E, 103 92 feet,
 S 03-17-28 E, 11 62 feet,
 S 45-12-35 W, 61 80 feet,
 S 75-31-28 W, 61 57 feet,
 S 39-19-00 W, 62 12 feet,
 S 19-15-37 E, 28 10 feet,
 N 73-09-00 E, 91 01 feet,
 N 87-38-15 E, 150 16 feet,
 S 80-37-08 E, 113 30 feet,
 S 50-40-56 E, 125 91 feet,
 S 63-33-24 E, 96 96 feet,
 N 64-10-24 E, 96 34 feet,
 N 61-14-08 E, 75 58 feet;
 N 27-40-31 W, 33 49 feet, to a set 3/8-inch iron rod for a corner of this tract, said corner also
 being the west corner of a 11 484 acre tract, called a 13 178 acre tract in partition deed
 recorded in Clerk File No. 8521394, Galveston County, Texas,

THENCE N 55-01-47 E (called N 55-08-42 E) with a northwest boundary of this tract, the same
 being the southeast boundary of said 11 484 acre tract, 496 88 feet to a found 1-inch iron pipe
 for the north corner of this tract, the same being the east corner of said 11 484 acre tract, and
 said corner being on the west boundary of the aforementioned 172 28 acre tract recorded in
 Clerk File No. 1005095799, Galveston County, Texas,

THENCE S 36-58-13 E (called S 36-56-18 E) with the common boundary of this tract and said
 172 28 acre tract, 235 07 feet, to a found 1-inch iron pipe for an interior corner of this tract,

THENCE N 53-06-53 E (called N 53-08-48 E) with the common boundary of this tract and said
 172 28 acre tract, 359 04 feet to a found 1-inch iron pipe for a north corner of this tract,

THENCE S 36-46-56 E (called S 36-51-53 E) with the common boundary of this tract and said
 172 28 acre tract, 240 17 feet, (called 239 95 feet) to the POINT OF BEGINNING and containing
 32 088 acres of land, more or less

Notes

1. Boundary survey conducted by HDR Engineering during June, 2010
2. Bearings are State Plane Grid and Coordinates are Grid in U S feet and reference to Texas Coordinate System, Texas South Central Zone, as defined by Article 11 071 of the Natural Resources Code of the State of Texas, 1983 Deam
3. Coordinates derived from monument "HGCSD 62" having a coordinate of N 13,645,727 04', E 3,264,126 31', and an NAVD'83 elevation of 6 53', a scale factor of 0.9998854, a convergence of 01-59-24.8
4. Acreage variance from recorded Tract 1 in Clerk File No. 8521394 due to natural accretion and erosion of West Galveston Bay shoreline

- 5 Drawing accompanies this notes and bounds description
6 HDR Engineering, Inc., 555 N. Caranchua, Suite 1650, Corpus Christi, Texas 78401, Phone
(361) 637-2211



METES AND BOUNDS DESCRIPTION
OF A
11 484 ACRE TRACT
TRACT TWO

Being a 11 484 acre tract called a 13 178 acre tract in partition deed recorded in County Clerk's File No. 8521394, Galveston County, Texas being out of and a part of the Sydnor's Subdivision located in Section 10 of the Hall and Jones Survey of Galveston Island, Galveston County, Texas, as recorded in Volume F, Page 34, of the Galveston County Deed Records, Galveston County, Texas, and this 11 484 acre tract being more particularly described by metes and bounds as follows

Beginning at a found 1-inch iron pipe having a State Plane Grid coordinate of N 13,624,319 95, E 3,245,993 37, MAG'83, Texas South Central Zone in U S feet, for the east corner of this tract, said corner also being the north corner of a 32 088 acre tract called a 31 748 acre tract in said partition deed and also being on the west boundary of a 172 28 acre tract recorded in Clerk File No. 2005035738, Galveston County, Texas, and bearing N 38-46-36 W, 240 17 feet, (called N 38-51-53 W, 239 95 feet) S 53-08-53 W, 159 04 feet, (called S 53-08-48 W) N 36-58-13 W, 235 07 feet, (called N 36-56-18 W) from a found 5/8-inch iron rod being the east corner of said 32 088 acre and said 31 748 acre tract and also being the north corner of a 60 00 acre tract recorded in Clerk File No. 8458242, Galveston County, Texas, and said 5/8-inch iron rod bearing N 36-55-17 W, 1171 03 feet, (called N 36-51-33 W, 1171 06 feet) from a found 1-inch iron pipe at the interior corner of said 60 00 acre tract, also being a south corner of said 172 28 acre tract,

THENCE S 55-01-47 W (called S 55-03-42 W) with the southeast boundary of this tract, the same being the northwest boundary of said 32 088 acre tract, 496 88 feet, to a set 5/8-inch iron rod for the south corner of this tract, said corner being on the Mean High Water (MHW) line of West Galveston Bay,

Thence with the mean high water boundary of West Galveston Bay as follows

N 27-40-31 W, 58 45 feet,
N 38-46-13 W, 93 86 feet,
N 48-20-53 W, 153 30 feet,
N 43-55-47 W, 163 91 feet,
N 28-14-31 W, 150 38 feet,
N 41-07-57 W, 198 38 feet,
N 76-44-08 W, 119 18 feet,
N 40-44-40 W, 91 10 feet,
N 61-54-07 W, 27 76 feet, to a set 3/8-inch iron rod for the west corner of this tract, said corner being on the northwest boundary line of the former 13 178 acre tract,

THENCE N 53-01-47 E with the northwest boundary of this tract and said 13 178 acre tract, 471 45 feet, to a set 5/8-inch iron rod for the north corner of this tract, said corner being on the Mean High Water (MHW) line of West Galveston Bay,

Thence with the mean high water boundary of West Galveston Bay as follows

S 33-12-38 E, 182 16 feet,
S 67-07-30 E, 143 43 feet,

S 72-30-16 E, 174.74 feet, to a set 3/8-inch iron rod for a corner of this tract, said corner being on the northeast boundary of said 13 1/8 acre tract and the southwest boundary of said 172.28 acre tract,

THENCE S 34-58-13 E, (called S 38-54-18 E) with the northeast boundary of this tract and said 13 1/8 acre tract, the same being the southwest boundary of said 172.28 acre tract, at 62.39 feet pass a found 3/8-inch iron rod being the east corner of the 6.389 acre tract recorded in Clerk File No. 8726014, Galveston County, Texas, in all 608.78 feet to the POINT OF BEGINNING and containing 11.484 acres of land, more or less

Notes

- 1 Boundary survey conducted by HDR Engineering during June 2010
- 2 Bearings are State Plane Grid and coordinates are Grid in U.S. feet and referenced to Texas Coordinate System, Texas South Central Zone, as defined by Article 21.071 of the Natural Resources Code of the State of Texas, 1983 edition
- 3 Coordinates derived from monument "HGCSD 62" having a coordinate of N 13,643,727.04', E 3,264,124.31', and an NAVD'83 elevation of 6.53', a scale factor of 0.99989954, a convergence of 01-59-24.8
- 4 Acreage variance from recorded Tract 2 in Clerk File No. 8521194 due to natural accretion and erosion of West Galveston Bay Shoreline
- 5 Drawing accompanies this notes and bounds description
- 6 HDR Engineering, Inc., 555 N. Caracaculus, Suite 1850, Corpus Christi, Texas 78401, Phone (361)857-2211



**METES AND BOUNDS DESCRIPTION
OF A
SIXTY FOOT WIDE EASEMENT
TRACT THREE**

Being a sixty foot wide easement right-of-way for ingress and egress for passage and utilities and being the same easement recorded as Clerk File Nos. 8459242 and 8725814, Galveston County, Texas, and going across a 60 00 acre tract recorded as said Clerk File No. 8459242 and this sixty foot wide easement being more particularly described by its corners by metes and bounds as follows:

Beginning at the south end point of the easement centerline, said end point having a State Plane Grid coordinate of N 13,632,196 52, S 3,247,770 16, NAD'83, Town South Central Zone, in U.S. feet and being at the intersection of this centerline with the northwest right-of-way line of F.M. 3605 also known as Sea Lane Pass Road, Tatum Drive, and Blue Water Highway, and said beginning point bearing N 53-05-37 E, 123 99 feet, from a found 1-inch iron pipe on said northwest right-of-way line, and iron pipe being the south corner of said 60 00 acre tract,

Thence N 39-42-10 W and generally following an existing road pathway, 1141 18 feet, to a turning point on this centerline,

Thence N 51-33-54 W and continuing along the general pathway of an existing dirt road, 1190 00 feet, to the north end point of this description, said end point being on the north boundary of said 60 00 acre tract and bearing N 55-39-23 E, 428 72 feet, from the west corner of said 60 00 acre tract and said centerline containing 231 24 linear feet and this described sixty foot wide easement containing 3 211 acres of land, more or less.

Notes

- 1 Field survey conducted by HDR Engineering during June 2010
- 2 Bearings are State Plane Grid and coordinates are State Plane Grid in U.S. feet and referenced to Texas Coordinate System, Texas South Central Zone as defined by Article 21 071 of the National Resources Code of the State of Texas, 1983 Edition
- 3 Coordinates derived from monument "HOCED 42" having a coordinate of N 13,643,727 04', S 3,264,124 31', and an NAD'83 elevation of 6 53'
- 4 Easement based on present location of access road across 60 00 acre tract and generally follows the described centerline, but meanders throughout, but in all instances lies within the sixty foot wide easement and proceeds in a reasonably direct manner from its north end to F.M. 3605
- 5 Drawing accompanies this metes and bounds description
- 6 HDR Engineering, Inc., 555 N. Carmona, Suite 1438, Corpus Christi, Texas 78401, Phone (361) 637-2311



EXHIBIT B
(Matters Subject To)

- 1 Federal, state or local laws, ordinances, regulations and/or orders whatsoever.
- 2 Liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (not yet due and payable) with respect to the Property
- 3 Dryland passageway easement 10 feet in width as set forth and defined in instrument filed for record under Galveston County Clerk's File No. 8521394, 8726014 and corrected by 9238751.
- 4 Roadway easement 30 feet in width as set forth and defined in instrument filed for record under Galveston County Clerk's File No. 8726014 and corrected by 9238751 (Tract 2 only)
- 5 Non-exclusive right to use a 60 foot right of way easement for ingress and egress for passage and utilities as set forth and defined in instrument filed for record under Galveston County Clerk's File No. 8521394, 8459242 and 8726014 and corrected by 9238751 (Tract 3 only).
6. 1/6th of all oil, gas and other minerals, as set forth by instrument recorded in Volume 563, Page 602 of the Records of the County Clerk of Galveston County, Texas.
- 7 All oil, gas and other minerals, as set forth by instruments filed for record under Galveston County Clerk's File Nos. 8521394 and 8726014.
8. Rights in and to a ten (10) foot non-exclusive dryland passageway easement and a 60 foot ingress and egress easement as set forth and defined in instrument filed for record under Galveston County Clerk's File No. 8521394.
9. The following items shown on survey dated June 10, 2010 prepared by George Rubalcaba, R.P.L.S. No. 4229, Project Number 142209 with HDR Engineering, Inc., to-wit: (a) Any portion of the subject property lying under water (submerged land), as shown by Mean High Water lines, with indications of possible wetland areas and some ponds; (b) Rights of others in and to the dirt road over and across the subject property, and (c) Any right, title, interest or claim of any character had or asserted by the Texas General Land Office for the State of Texas or by any government or governmental authority, or by the public generally in or to that part of the property herein described in and to area with the Mean High Water line, subject to change depending on the natural accretion and erosion of the shoreline and the ebb and flow of the tide for West Galveston Bay
10. This Property must be used in perpetuity for the purposes for which it was acquired under the Coastal Management Program. If the property is ever sold or used for purposes contrary to those for which it was acquired, the federal awarding agency must be compensated in accordance with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (15 C.F.R.

Part 24). The Grantee also assures nondiscrimination against all users who desire to enjoy the Property

11. The Property must be used in perpetuity for the purposes for which it was acquired (TCEQ Contract No. 582-10-90505). If the Property is ever sold or used for purposes contrary to those for which it was acquired, the federal awarding agency and TCEQ must be compensated in accordance with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (15 C.F.R. Part 24), and the Texas Uniform Grant Management Standards.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010042557

August 27, 2010 11:27:31 AM

FEE \$26.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

RESOLUTION NO. 17-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS
APPROVING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF
GALVESTON TO ASSUME OPERATION OF THE SEAWALL URBAN PARK, BEACH
POCKET PARKS 1 THROUGH 4, FT. CROCKETT, MCALLIS POINT AND
OSTEMAYER BAYOU; PROVIDING FOR FINDINGS OF FACT AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS the County of Galveston owns the Galveston County Seawall in the City of Galveston which operates as a hurricane tidal surge protection structure, and on which a highway is used by citizens of Galveston County; and

WHEREAS the Galveston Park Board of Trustees has designated the Seawall as an urban park for the recreational use of the visitors to the area; and

WHEREAS the County and the Galveston Park Board of Trustees have previously had an agreement for the cleaning of the urban park as well as the operation of some County owned facilities designated as Fort Crockett, Beach Pocket Parks 1 through 4, McAllis Point and Ostemayor Bayou which the County has chosen to terminate; and

WHEREAS, the County has requested that the City of Galveston assume the duties previously performed by the Park Board and enter into an agreement for the cleaning of the urban park as well as the operation of some County owned facilities designated as Fort Crockett, Beach Pocket Parks 1 through 4, McAllis Point and Ostemayor Bayou; and

WHEREAS, the City has determined that such an arrangement would be in the mutual interest of the City and County and that an Interlocal Agreement should be executed between the two entities along the lines of the document attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, in substantially the same form as "Exhibit A, along with its Exhibits" attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement in substantially the same form as "Exhibit A, along with its Exhibits", as approved by the City Attorney.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 27th day of 2017, as the same appears in records of this office.

IN TESTIMONRY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this the _____ day of _____, 2____.

Secretary for the City Council
Of the City of Galveston

EXHIBIT A

RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AND RATIFYING THE GIFT OF REAL PROPERTY FROM THE GALVESTON HISTORIC FOUNDATION CONSISTING OF A PARTIAL LOT IN THE REAR OF THAT PROPERTY COMMONLY REFERRED TO AS 2828 MARKET STREET GALVESTON PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas, was offered as a gift by the Galveston Historic Foundation a portion of the northern most portion of the lot located at 2828 Market Street Galveston measuring 43 feet wide and 33 feet in depth as more particularly described as follows:

A portion of Abstract 628 M. Menard Survey lot 14 of block 568 consisting of the following:

Beginning at the northwest corner of Lot Fourteen in said Block 568 said point also lying in the south line of the 20 foot alleyway lying between lots 1 and 14;

Thence North 73°17'00" East along the south line of the 20 foot alley a distance of 43 feet to a ½" iron rod set on line;

Thence South 163°17'00" East along the eastern most line of lot 14 a distance of 33 feet;

Thence West along a line bearing North 73°17' 00" East a distance of 43 feet to the western most line of lot 14;

Thence North along a line bearing N 16°43' 00" a distance of 33 feet to the Point of Beginning, and containing a calculated area of .032575 Acres (1419 Sq. Ft.) of land and

WHEREAS, the acquisition of such property was important to allow the progress of the CDBG grant for the development of that project for the redevelopment of that portion of the City known as the West Market area; and

WHEREAS, the Galveston Historic Foundation issued a deed to the property to the City of Galveston and which deed was required by the General Land Office to be recorded rapidly for the purposes of grant administration; and

WHEREAS, for the purpose of protecting the CDBG West Market Street redevelopment grant funds the City Attorney has caused such deed to be recorded in the deed records of Galveston County.

WHEREAS, accepting the property is in the interests of the City of Galveston the Council desires to accept this property and ratify the recordation of the deed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves and ratifies the acceptance of that portion of 2828 Market Street as described above from the Galveston Historic Foundation as shown in the deed attached as Exhibit A.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 14th day of December, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2017.

Secretary for the City Council
of the City of Galveston

Special Warranty Deed

STATE OF TEXAS

COUNTY OF GALVESTON

§

20

KNOW ALL BY THESE PRESENTS:

THAT GALVESTON HISTORICAL FOUNDATION (“Grantor”) for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid in cash to Grantor by the CITY OF GALVESTON, has GRANTED, BARGAINED SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the CITY OF GALVESTON, a Home-Rule City of the State of Texas (“Grantee”), all the property described as being .032575 Acre tract of land, situated in the M. Menard Survey Abstract 628, City and County of Galveston (the Property) as more fully described in the attached Exhibit A.

THIS CONVEYANCE IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE subject to the terms and conditions and provisions to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and apportioned taxes for 2017 on the conveyed property, which will be the responsibility of Grantee.

To HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantee, its successors and assigns, for so long as the Property is used by Grantee for any purpose. In the event Grantee fails to use the Property for any purpose during any twelve (12) month period or attempts to convey the Property to a third party, title to the Property shall automatically revert to Grantor.

Subject to the foregoing exceptions and reversionary interest, Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the Property unto said Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by and through Grantor, but not otherwise.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property with its improvements "AS IS", "WHERE IS", and "WITH ALL FAULTS," with any and all latent and patent defects and that there is no warranty by Grantor that the Property with its improvements has a particular financial value or is fit for a particular purpose.

IN WITNESS WHEREOF, Grantor herein has executed this Special Warranty Deed, to be effective November 2, 2017

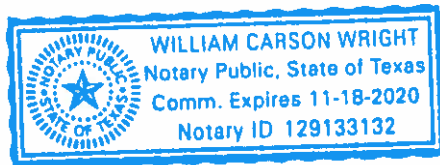
GRANTOR:

GALVESTON HISTORICAL FOUNDATION


By: John B. Smith
President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

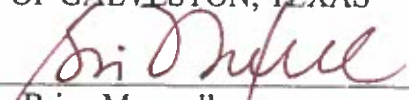
This instrument was acknowledged before me on November 2 2017 by John B. Smith, President of Galveston Historical Foundation.




Notary Public, State of Texas

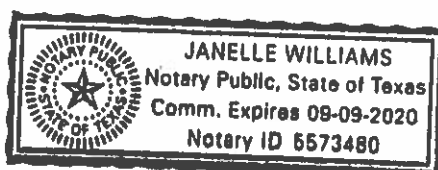
GRANTEE:

CITY OF GALVESTON, TEXAS


By: Brian Maxwell
City Manager

Attest:

This instrument was acknowledged before me on Nov. 8, 2017 by Brian A. Maxwell, City Manager of the City of Galveston.




Janelle Williams
City Secretary

Exhibit A

The northern most portion of the lot located at 2828 Market Street Galveston measuring 43 feet wide and 33 feet in depth as more particularly described as follows:

A portion of Abstract 628 M. Menard Survey lot 14 of block 568 consisting of the following:

Beginning at the northwest corner of Lot Fourteen in said Block 568 said point also lying in the south line of the 20 foot alleyway lying between lots 1 and 14;

Thence North $73^{\circ}17'00''$ East along the south line of the 20 foot alley a distance of 43 feet to a $\frac{1}{2}$ " iron rod set on line;

Thence South $163^{\circ}17'00''$ East along the eastern most line of lot 14 a distance of 33 feet;

Thence West along a line bearing North $73^{\circ}17'00''$ East a distance of 43 feet to the western most line of lot 14;

Thence North along a line bearing N $16^{\circ}43'00''$ a distance of 33 feet to the Point of Beginning, and containing a calculated area of .032575 Acres (1419 Sq. Ft.) of land.

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING THE SALE TO THE GALVESTON HOUSING FINANCE CORPORATION OF CERTAIN TAX FORECLOSED PROPERTY IN THE CITY AND COUNTY OF GALVESTON, TEXAS COMMONLY REFERRED TO AS 2805 WINNIE, GALVESTON, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN INSTRUMENTS RECORDED IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS; AUTHORIZING THE MAYOR OF THE CITY OF GALVESTON TO EXECUTE THE DEED TO THE PURCHASER; DECLARING FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many properties in the City of Galveston which have been foreclosed because of tax delinquencies and which fail to sell at tax foreclosure sales conducted by the Galveston County Sheriff, were deemed by law to have been sold to the City of Galveston for its benefit and for that of other local taxing entities; and

WHEREAS, the Interlocal Agreement executed by the City of Galveston, County of Galveston, Galveston Independent School District, Galveston County Navigation District and Galveston College and the Galveston Housing Finance Corporation dated July 1, 2009 was passed to allow for the disposition of such properties by adopted resale rules which permit the sale of Tax foreclosed properties to the Galveston Housing Finance Corporation at its option at the cost it was struck off at Sheriff's Sale; and

WHEREAS, the property located at 2805 Winnie was placed for Sheriff's sale on October 3, 2017 for the amount of \$7,260.00 and was struck off at that price; and

WHEREAS, in accordance with Rule 13.6 of the resale rules Galveston Housing Finance Corporation has exercised its option to purchase the property for the amount it was struck off.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council approves the sale of the following tax foreclosed property, referred to by legal description, to the Galveston Housing Finance Corporation in the amount of Seven Thousand Two Hundred Sixty Dollars (\$7,260.00)

The South 30.25 feet of Lots Six (6) and Seven (7), in Block Three Hundred Twenty-eight (328), in the City and County of Galveston, Texas, said property described more particularly in the instrument recorded at Clerks File Number 8320619 in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

SECTION 3. The City Council hereby authorizes the Mayor to execute a deed to the Galveston Housing Finance Corporation, in substantially the same form and content as **Exhibit A**,

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 14th day of December, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of December, 2017.

Secretary of the City Council
of the City of Galveston

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **07-TX-0577** styled "**County of Galveston vs. Connie Gamble, et al.**" the Sheriff of Galveston County, on August 30, 2017, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **October 3, 2017**, struck off, sold and conveyed the premises to **City of Galveston**, as Trustee for itself and for **County of Galveston, Galveston College, Galveston Independent School District** and **Navigation District #1**, for the sum of **Seven Thousand Two Hundred Sixty and No/00 Dollars (\$7,260.00)**, it being the highest bidder therefore; and

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **City of Galveston, County of Galveston, Galveston College, Galveston Independent School District, Galveston County Navigation District No. 1** and **Galveston Housing Finance Corporation** as permitted under Texas Government Code §791.011; and

WHEREAS, the Amended Interlocal Agreement provides Galveston Housing Finance Corporation with an option to purchased tax foreclosed properties for the sum for which properties are struck off and sold at sheriff sale; and

WHEREAS, Galveston Housing Finance Corporation has exercised its option to purchase the property described herein and for the sum of **Seven Thousand Two Hundred Sixty and No/00 Dollars (\$7,260.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05; and

WHEREAS the Interlocal Agreement between **City of Galveston, County of Galveston, Galveston College, Galveston Independent School District** and **Navigation District #1** provides that the Mayor of the City of Galveston will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **Seven Thousand Two Hundred Sixty and No/00 Dollars (\$7,260.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, City of Galveston, County of Galveston, Galveston College, Galveston Independent School District and Navigation District #1, ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Galveston Housing Finance Corporation, c/o Robert Bastien, of 2127 Broadway, Galveston, TX 77550** ("GRANTEE"), the following described real property, to wit:

The South 30.25 feet of Lots Six (6) and Seven (7), in Block Three Hundred Twenty-eight (328), in the City and County of Galveston, Texas, said property described more particularly in the instrument recorded at Clerks File Number 8320619 in the Official Deed Records in the Office of the County Clerk of Galveston County, Texas.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and

- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors

and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2017.

CITY OF GALVESTON

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as authorized representative for the City of Galveston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2015.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

City of Galveston



December 5, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

Subject: Consider for action accepting the Second Year Renewal Agreement from JW Hauling, Inc., extending the agreement to expire on December 31, 2018 for services related to the demolition of dangerous, unsafe, or substandard structures and removal of demolition debris within the City of Galveston.

I. **Background**

- A. The City accepted sealed bids for demolition of dangerous, unsafe, or substandard structures and removal of demolition debris of such structures within the City of Galveston on November 4, 2014.
- B. The City awarded a two (2) year service contract with two (2) of the contractors with the responsive lowest bid JW Hauling and AAR Inc.
- C. AAR did not renew their contract, but JW Hauling will be renewing their contract for the Second Year.

II. **Current Situation**

- A. JW Hauling contract will expire on December 31, 2017 and they are the sole demolition contractor for the City of Galveston for unsafe/dangerous structures.

III. **Recommendation**

Staff recommends you accept the second annual renewal agreement from JW Hauling extending the contract till December 31, 2018.

Attachments:

Second Year Renewal Agreement

Respectfully Submitted,

Debbie Stark, Assistant Director of Operations

Date

Brian Maxwell, Interim City Manager

Date

FISCAL NOTES STATEMENT

Source of Request:	Request for action to consider for second year renewal agreement for demolition.
Source of Expenditure:	Code Enforcement General Fund for Demolition: 0100-631481-531121-433100.
Estimated Revenue:	Revenue will be realized from the interest accrued by lien placed on the property for the demolition costs.

SECOND YEAR RENEWAL AGREEMENT

THIS RENEWAL by and between JW Hauling, Inc. and the City of Galveston, Texas, collectively referred hereafter as the "Parties" is entered into on December ____, 2017.

WHEREAS, the City and JW Hauling, Inc., entered into an Agreement, effective December 31, 2014, for services in connection with Demolition services within the City of Galveston; and

WHEREAS, the details of the Agreement are provided in that document attached and is incorporated herein for all intents and purposes; and

WHEREAS, pursuant to the Agreement, Section 2, "Term", the parties desire to renew and/or extend the term of the original agreement for an additional 1 year period.

NOW THEREFORE, in consideration of the foregoing and except as amended herein, all other terms and provisions of the Agreement shall remain in full force and effect. It is agreed that the parties mutually agree as follows:

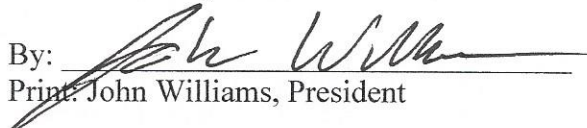
2. Term. The following is added:
 - a. The contract is hereby renewed and/or extended until **December 31, 2018**.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF GALVESTON, TEXAS

JW HAULING, INC.

By: _____
Print: Brian Maxwell, City Manager

By: 
Print: John Williams, President

Notice Address:
823 Rosenberg
Galveston, Texas, 77553

Notice Address:
3510 87th Street
Galveston, Texas 77554

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Janelle Williams, City Secretary

By: _____
City Attorney's Office

THE STATE OF TEXAS §

§

COUNTY OF GALVESTON §

On this day, BEFORE ME, the undersigned, personally appeared, _____, the _____ for _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2017.

Notary Public in and for the State of Texas

[SEAL]



City of Galveston

Grants & Housing Department

P.O. Box 779 / Galveston, TX 77553-0779
(409) 797-3820 / Fax (409) 291-4553 | www.galvestontx.gov

December 14, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Sterling W. Patrick, Executive Director of Grants & Housing

RE: Consider for Approval an Amendment to the Interlocal Agreement Between and Among the City of Pasadena, The City of Missouri City, The City of Galveston, Harris County, Harris County Housing Authority, and Galveston Housing Authority for a Regional Collaboration of Fair Housing Assessments and Affirmatively Furthering Fair Housing for Program Years 2018-2023. Funding is from HOME Investment Partnership Funds and CDBG Entitlement Funds. Authorize the City Manager to execute all necessary documents upon final approval of the City Attorney.

I. Background on the subject is as follows:

- A. City Council approved an Interlocal Agreement on March 23, 2017 between and among the Cities of Pasadena, Missouri City, Galveston, Harris County, Harris County Public Housing Authority and Galveston Housing Authority for a Regional Collaboration of Fair Housing Assessments and Affirmatively Furthering Fair Housing for program years 2018-2023.
- B. The Interlocal Agreement commits the various entities to collaboratively work together and develop a Request for Proposals to solicit the services of a consultant firm capable of creating an Assessment of Fair Housing (AFH) to comply with all necessary HUD requirements for each community and across the region.
- C. The AFH is designed to identify patterns of integration and segregation; racially and ethnically concentrated areas of poverty; disparities in access to opportunities; and disproportionate housing needs.



II. Current Situation is as follows:

- A. Hurricane Harvey, directly affected several of the Program Participants ability to effectively engage with the various communities in the required outreach and data gathering.
- B. The Lead Entity will change from the City of Pasadena to Harris County. This change allows the Consortium to extend the submission from January 2018 to June 2018 and final date of the AFH.
 - 1. The Consortium had advised HUD of the change and HUD has acknowledged the change.

III. Issues in order of importance:

- A. Timing – Due to the effects of Hurricane Harvey the previous submission date is not attainable.

IV. Alternatives in order of priority

- A. City Council could approve the amended Interlocal Agreement
 - 1. Compliance with HUD Specifications – In order to be in compliance with HUD requirements the Consortium must change lead entities and submit a completed AFH in June 2018.
- B. City Council could reject the amended Interlocal Agreement.
 - 1. Compliance with HUD Specifications – Grants and Housing staff would not be able to complete this HUD required project due to inadequate time. If the project is not completed HUD will sanction the City's CDBG and HOME funds and not issue the City a Letter of Credit.

V. Recommendation

- A. City Council approve the amended Interlocal Agreement and authorize the City Manager to execute all necessary documents upon final approval of the City Attorney.

VI. Fiscal Impact Report

Requested by:	Sterling W. Patrick Executive Director of Grants & Housing
Funding Source:	N/A
Costs of implementation:	\$0
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,



Alice T. Law
Assistant Director of Grants & Housing

Approved,

Brian Maxwell
City Manager

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS AMENDING THE INTERLOCAL COOPERATION AGREEMENT AMONG THE CITIES OF PASADENA, MISSOURI CITY, GALVESTON, COUNTIES OF BRAZORIA AND HARRIS, BAYTOWN, HARRIS COUNTY AND GALVESTON HOUSING AUTHORITIES (KNOWN AS THE “PROGRAM PARTICIPANTS”), TO REFLECT A CHANGE OF THE “LEAD AGENCY”, REGIONAL SUBMISSION DATE AND COMPLIANCE DATE; ALL OTHER PROVISIONS REMAINING IN EFFECT FOR THE PARTICIPATION AND SUBMISSION OF AN ASSESSMENT OF FAIR HOUSING (AFH) TO BE PROVIDED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”); APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called “the City”) may jointly exercise with other local governments the power to provide governmental services for the public health and welfare; and,

WHEREAS, the Cities of Pasadena, Missouri City, and Galveston, Counties of Brazoria and Harris, and Baytown, Harris County and Galveston Housing Authorities known as the “Program Participants”, are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§5.150 through 5.180 and are required to submit an Assessment of Fair Housing (AFH) to the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, on March 23, 2017, the City Council of Galveston adopted Resolution No. 17-016, entering into an Interlocal Cooperation Agreement among the Program Participants to provide an Assessment Tool intended to encourage joint and regional Assessments to affirmatively further fair housing across jurisdictional boundaries; and,

WHEREAS, in light of the devastating effects of Hurricane Harvey and its impact, the Program Participants desire to amend the Lead Agency acting on behalf of the Program Participants from the City of Pasadena to Harris County; and,

WHEREAS, in light of the devastating effects of Hurricane Harvey and its impact, the Program Participants are extending the Regional Submission of the AFH to HUD from January 4, 2018 to June 1, 2018, and extending the term to December 31, 2023, unless sooner terminated.

WHEREAS, all other terms and provisions of the original Interlocal Agreement shall remain in full force and effect; and,

WHEREAS, the City Council finds it in the public interest to amend the Interlocal Agreement by changing the Lead Agency to Harris County, and extending the Regional Submission of the AFH to HUD from January 4, 2018 to June 1, 2018, and extending the length of the term to December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the Interlocal Cooperation Agreement between the City of Galveston and the Program Participants, shall be amended to reflect the change of Lead Agency from the **City of Pasadena to Harris County.**

SECTION 3. That the Regional Submission of the AFH to HUD is changed from January 4, 2018 to June 1, 2018, and extending the length of the term to December 31, 2023, unless sooner terminated.

SECTION 4. Except as amended herein, all other terms and provisions of the original Interlocal Agreement shall remain in full force and effect. This Amended Agreement along with the original Agreement embodies all the representations, rights, duties, and obligations of the parties and any prior oral or written agreement not embodied or incorporated by reference herein shall not be binding upon any of the parties.

SECTION 5. That the City Manager is hereby authorized to execute the Amended Interlocal Cooperation Agreement between the City of Galveston and Harris County as the lead agency in substantially the same form as attached hereto upon final approval by the City Attorney.

SECTION 6. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on December 14, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2017.

Secretary for the City Council
of the City of Galveston



City of Galveston

Finance Department STAFF REPORT

December 14, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Michael W. Loftin, Assistant City Manager for Finance

Re: Consider a motion to approve a payment of \$2,807,317.12 to the Texas General Land Office to complete the reclassification of construction costs for the Main Wastewater Treatment Plant, Lift Station #1, and Fire Station #4 from the Community Development Recovery Grant to the Hurricane Ike FEMA Grant.

I. Background

- A. On August 24, 2017, the City Council approved the reclassification of up to \$2.8 million in construction expense from the CDBG Recovery Grant Round 1 to the FEMA Hurricane Ike Grant for three projects: the Main Wastewater Treatment Plant, Lift Station #1, and Fire Station #4. This included up to \$800,000 in insurance and local matching funds for the three projects in question.
- B. After detailed audit and review by city staff, a total of \$2,807,317.12 was identified for reclassification as proposed. Consequently, on November 9, 2017, City Council approved a recommendation to reclassify expense for the same projects in an amount not to exceed \$2.85 million.
- C. The city's final expense reclassification amount was funded with \$1,793,066.70 in FEMA Hurricane grant funds, \$642,320.59 from TWIA settlement proceeds and \$371,929.83 in insurance proceeds. The total of \$2,807,317.12 produced a credit balance in the city's accounts that is now being requested by the General Land Office to be refunded to them.
- D. The overlap of federal grant funding was caused by the delay involved in appealing the FEMA determination of the total scopes of work to be funded. This resulted in the final FEMA approved project scopes of work being included as a part of the CDBG approved projects funded scopes work. As a result, a possible duplication of benefit existed that had to be corrected.
- E. The need to reallocate these funds has been discussed with the Texas Division of Emergency Management (TDEM), who manages the City's FEMA funding, and the General Land Office (GLO), which is the management agency for the CDBG-DR funding.
- F. We advised City Council previously that both TDEM and the GLO approved of this method of resolving the issue of potential duplication of benefits for these projects. Upon subsequent review, the GLO is reconsidering this idea. As a result, there now





City of Galveston

Finance Department STAFF REPORT

exists a possibility that the City will not receive grant credit that can be applied to other needed projects.

- G. This reallocation will allow the closing of all Round 1 projects as requested by the GLO. Accordingly, if any credit is to be provided to the City for other projects, it will have to be applied through Round 2.2 of the CDBG Recovery grant, which is still open and underway.
- H. Staff will continue to press the City's case in this matter, and will keep the City Council advised as to our progress.

II. Current Situation

- A. The amounts charged to the city's FEMA grant for the Main Wastewater Treatment Plant, Lift Station #1, and Fire Station #4 have not been audited by the Texas Division of Emergency Management (TDEM) or by FEMA, and may vary based on the final determination made during the audit.
- B. Any changes in the \$2,807,317.12 amount that result from further review will be reviewed for any further Council action that might be necessary.
- C. Regardless of the outcome of the City's case for use of the credit produced by the expense repayment, the city can likely expect grant amendments to both the Round 1 and Round 2.2 grants. Any amendment would be prepared by the GLO and submitted to the City Council for approval.

III. Issues

- A. The reallocation makes it possible to provide approximately \$2.8 million in additional funding for the existing Round 2.2 projects.
- B. Reallocation of this amount to other projects may require a CDBG program amendment under CDBG budget rules. Any project reduced by or increased by 25 percent triggers a public hearing and public notice process.
- C. The timing of the CDBG-DR grant versus the issues involved in authorizing new projects (length of time required for design, environmental review, comment period, and other regulatory requirements), make it extremely unlikely that the funding can be used for new projects. Rather, the funding would be allocated to existing, approved projects in Round 2.2.
- D. Approval is necessary to prevent a duplication of benefits that would result in a violation of Federal funding requirements.

IV. Alternatives in order of priority

- A. Approve the repayment of \$2,807,317.12 from the city's CDBG Recovery grant accounts to the Texas General Land Office.
- B. Do not approve the repayment and risk a violation of Federal funding requirements.





City of Galveston

Finance Department STAFF REPORT

V. Recommendation

Approve the repayment as proposed.

VI. Fiscal Impact Report

Requested by:

Michael W. Loftin

Assistant City Manager for Finance

Cost of implementation:

N/A





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

October 19, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council

From: Michael W. Loftin, Assistant City Manager – Finance

RE: Consider approving purchases of operational supplies using the contract with Sam's Club through the Purchasing Association of Cooperative Entities (PACE) purchasing cooperative.

Background:

The City of Galveston, upon City Council's approval, will be joining the Purchasing Association of Cooperative Entities (PACE) purchasing cooperative. It is managed by the Region 20 Education Service Center in San Antonio, Texas. The cooperative allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Texas Government Code Section 791 authorizes local governments to contract, as much as possible, with other local governments and any agencies of the State of Texas.

PACE has the combined buying power of 1,042 public agencies nationwide. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation.

Currently:

Sam's Club has a contract with the Purchasing Association of Cooperative Entities (PACE). It is contract number P00170. They provide various operational supplies such as grocery items, paper products, technology items, office products, and furniture. Using Sam's Club gives employees another resource for seeking the best value for the City of Galveston, for supplies necessary to daily operations.

Sam's Contract Link:

<https://programs.esc20.net/page/pace.SamsClub>





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

Alternatives:

Approve using the cooperative purchasing contract through PACE Sam's Club.

Do not approve using the cooperative purchasing contract.

Issues:

Cost – not to exceed \$75,000.

Timing – Current Fiscal Year

Term – through September 30, 2018

Recommendation:

Approve using the cooperative contract with Sam's Club through the Purchasing Association of Cooperative Entities (PACE) purchasing cooperative.

Fiscal Impact Report:

Requested by:

Michael W. Loftin
Assistant City Manager Finance

Funding Source:

Various City Accounts

Not to Exceed:

\$75,000.00



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PACE Home	About PACE	News	Membership	Contracts	Contact Us	Vendors	Job Order Contracting	



Sam's Club

Vendor Name: Sam's Club

Bid Name: Retail Suppliers

Bid Number: P00170

Award Term: October 26, 2016 through December 31, 2017 (with renewal options)

Award Information: Sam's Club wants to be the most valuable membership club in the world for our members. We have grown to offer solutions not just for entrepreneurs and small businesses, but also for families and everyday living. As the nation's eighth largest retailer based on annual net sales, Sam's Club serves millions of members at SamsClub.com and 650+ locations across the U.S. and Puerto Rico. Sam's Club is a membership warehouse club, a limited-item business model that offers our members quality products at an exceptional value unmatched by traditional retail. Instead of stocking every item in every available brand, Sam's Club merchants do the homework for our members, stocking the right products and purchasing them in large quantities, passing on the savings to our members. We also reduce costs by maintaining a simple shopping environment, often displaying our merchandise on shipping pallets so we can move new items in just as quickly as they move out.

Award Notes:

Order Procedure: A Sam's Club membership is necessary to use this agreement. A Sam's Club direct account is available to allow for the use of purchase orders. Contact local Club to set up direct accounts.

Award Pricing: A Sam's Club membership is necessary to use this agreement. All pricing is shelf or floor pricing,

VENDOR INFORMATION

Vendor: Sam's Club

Contact: Carlos Garcia

Street Address: 1400 E. Jackson

City, State, Zip: McAllen TX 78501

Phone: 479-418-9365

Fax: 956-618-5252

Email: carlos.garcia@samsclub.com

Vendor Website: www.samsclub.com

MWBE/HUB:

Solicitation: [P00170](#)

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[Contact us](#) for assistance with this site. Terms of Use/Privacy Policy

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City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

December 14, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council

From: Michael W. Loftin, Assistant City Manager Finance

Re: **A motion to approve a contract with Dunbar Armored, Inc. for armored vehicle services in the amount not to exceed 25,000.**

I. Background

- A. The City currently utilizes an armored vehicle service for picking up and delivering bank deposits from the Utility Billing City Hall, Municipal Court and Island Transit locations.
- B. The City's current armored vehicle service provider, Garda CL Southwest, Inc., has served in this capacity since 2009.
- C. A one-year contract agreed upon by Garda and the City was executed on January 6, 2017.

II. Current Situation

The City issued RFP 17-029 on September 12, 2017 and received one response. Dunbar's pricing is quoted at current market prices.

The current service provider failed to respond to the RFP two consecutive years.

III. Issues

The City seeks a service provider for daily dependable and secure armored transportation for each of the three high volume monetary collection locations.

IV. Alternatives

- A. Choose Dunbar Armored, Inc. who is determined to be the only bidder.
- B. Reject the bid and re-solicit in hopes of attracting additional bidders.

V. Recommendation

Concur in Alternative A.

VI. Fiscal Impact Report

Requested by:

Michael W. Loftin
Assistant City Manager Finance

Funding Source:

Water, Sewer, Sanitation, Drainage, Island Transit, and
Municipal Court \$25,000

Costs of implementation:

None



CONTRACT FOR SERVICES

Armored Car Services

This Contract (the "Contract") is made and entered into this 5th day of December, 2017, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Dunbar Armored, Inc.**, (Company), located at 50 Schilling Road, Hunt Valley, Maryland 21031.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Historic District Survey", within the City of Galveston ("City") and Dunbar Armored, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 17-29 Armored Car Services

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the City in connection with the Project, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice a minimum 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. **SCHEDULE AND DELIVERABLES**: The City and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.

In the event that one or more of the members of the Company cannot perform because of ill

health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom City agrees to accept. City does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

8. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the City and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above mentioned event, Company grants City the right to reschedule the performance(s) under the same terms and conditions of this contract.

9. **COMPENSATION**: The City shall compensate Company for the Work at the agreed upon unit pricing included in Exhibit A, for a *do not exceed amount of Twenty-Five Thousand dollars and zero cents (\$25,000.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 50 Schilling Road, Hunt Valley, Maryland 21031. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation
- Insurance coverage shall be on an "**occurrence basis**"

11. **TERMINATION**: This Contract may be terminated prior to completion of the Work by either party upon 30 days written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five

days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

12. **INDEMNIFICATION.** FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

13. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

14. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for the services to be performed. All permits associated with the project shall be the sole responsibility of Company.

15. **PROTECTION OF PERSONS AND PROPERTY:** City is responsible for providing protection of persons and property, including safe working conditions. The Company is responsible for its own conduct. The City warrants that the venue will be of sufficient size, is of stable construction and is an open air venue, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER:** The failure of any party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

18. **ENTIRE AGREEMENT:** This Contract incorporates all provisions of the attached proposal for Armored Car Services and Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

19. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

20. **ATTORNEY'S FEES:** In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

21. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

22. **NOTICES:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Dunbar Armored, Inc.
50 Schilling Road
Hunt Valley, Maryland 21031

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Dunbar Armored, Inc.

By: _____
Brian Maxwell, City Manager

By: Seth McElroy
~~J. Patrick Frampton, VP of Bid Administration~~
Seth McElroy, SVP Sales & Marketing

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

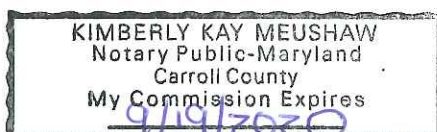
City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF MARYLAND §
§
Baltimore COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Seth McElroy of Dunbar Armored, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of December, 2017.



Kimberly Kay Meushaw
Notary Public in and for
The State of Maryland

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-286612

Date Filed:
11/22/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dunbar Armored, Inc.
Hunt Valley, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 17-29
Armored Car Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dunbar Armored, Inc.	Hunt Valley, MD United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

KIMBERLY KAY MEUSHAW
Notary Public-Maryland
Carroll County
My Commission Expires
9/19/20

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Seth McFloyd
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Seth McFloyd, this the 28th day of Novem-
20 17, to certify which, witness my hand and seal of office.

Kimberly Kay Meushaw
Signature of officer administering oath

Kimberly Kay Meushaw
Printed name of officer administering oath

Carroll County
Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Maryland 500 East Pratt Street Baltimore MD 21202 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Dunbar Armored, Inc. 50 Schilling Road Hunt Valley MD 21031 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Twin City Fire Insurance Company	29459
	INSURER D: Navigators Insurance Co	42307
INSURER E: The Ohio Casualty Insurance Company	24074	
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570069412397**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			40CSES35403	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			40 CSE S35402	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION			PT17EXR726520IV Lead \$5M	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	40WNS35400 AOS 40WBR35401 WI	04/01/2017	04/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C					04/01/2017	04/01/2018	

Certificate No : 570069412397

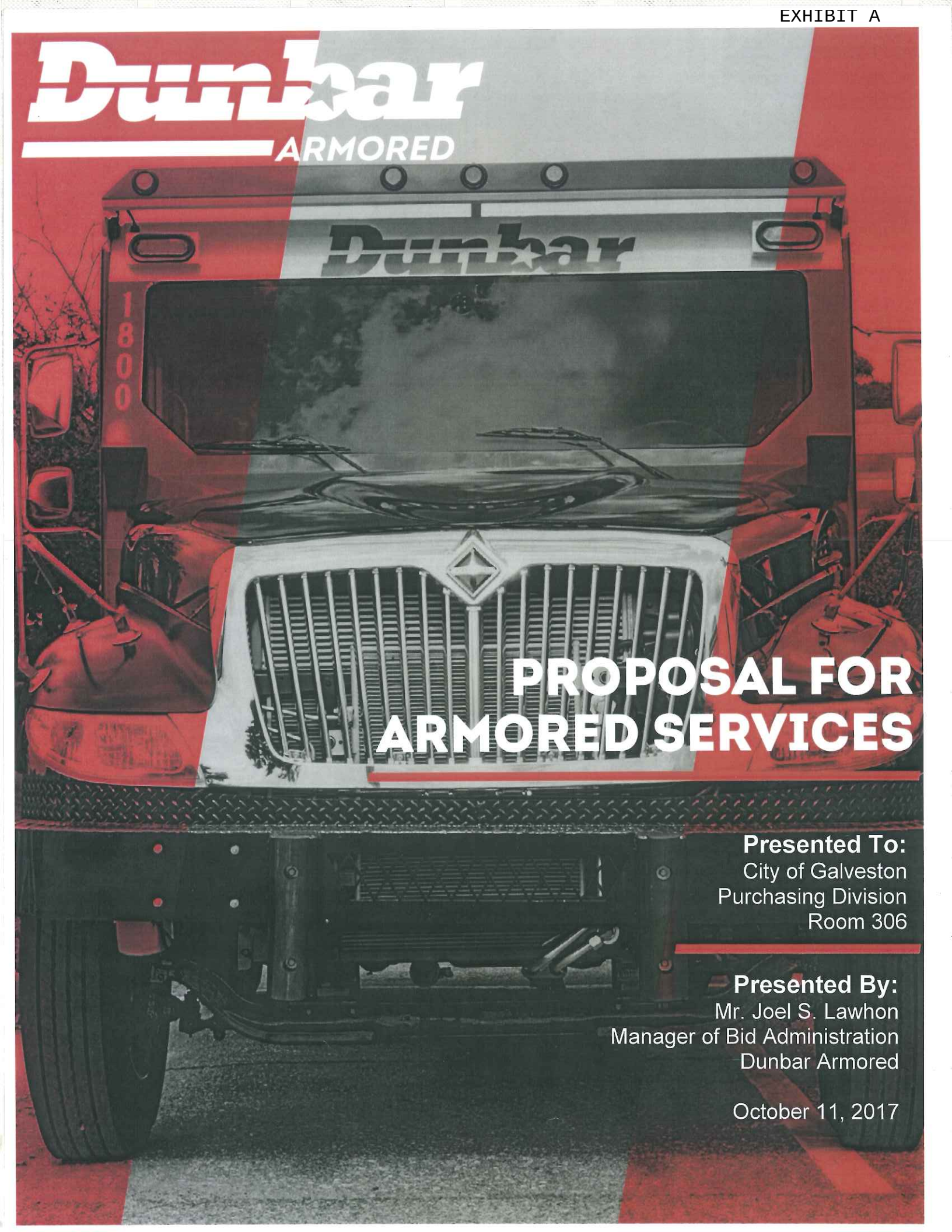
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Galveston is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston Purchasing Division 823 Rosenberg Street, Room 306 Galveston TX 77550 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc., of Maryland</i>

**ADDITIONAL REMARKS**



Dunbar

ARMORED

PROPOSAL FOR ARMORED SERVICES

Presented To:
City of Galveston
Purchasing Division
Room 306

Presented By:
Mr. Joel S. Lawhon
Manager of Bid Administration
Dunbar Armored

October 11, 2017

Purchasing Division
City of Galveston
PO Box 779
Galveston, TX 77550

October 9, 2017

Re: Proposal 17-29 Armored Service Vehicle

To Whom It May Concern:

Dunbar Armored is pleased to submit a proposal in response to the City of Galveston for Proposal "17-29 Armored Service Vehicle". For nearly 100 years, Dunbar has been devoted to the safety of customers and their property. Our customized solutions are designed to fit your business's needs, providing you peace of mind, superior customer service and allowing you to focus on growing your business.

Dunbar continues to expand its services to provide you with complete solutions for the security of your entire business. Our extensive cash management solutions in addition to Cybersecurity, Security Systems, and Protective Services are devoted to safeguard your business against constantly evolving threats. Dunbar is dedicated to ensuring you receive the security you need, where you need it and before you need it.

We have customized our proposal to provide a competitive quote for comprehensive services for your review. We look forward to working with the City of Galveston. Please reach out to Joel Lawhon if you have any questions or concerns. Joel Lawhon can be reached via telephone at 4104983537 or at joel.lawhon@dunbararmored.com

Sincerely,



J. Patrick Frampton
VP of Bid Administration, Financial Services

Dunbar Qualifications

RFP Document, Required Forms,
Signed Addendum, Required
Information



Dunbar Pricing and Proposal
Declarations

Dunbar Exceptions and
Clarifications, Additional Terms
and Conditions, Redlines

Sample Insurance Documents,
Contract, and License

1.0 Introduction and History

For nearly one hundred years, Dunbar has delivered high quality armored services by leveraging a combination of talented personnel, advanced technology and industry best practices. Dunbar Armored ("Dunbar") continues this practice by providing the City of Galveston with a comprehensive cash management solution.

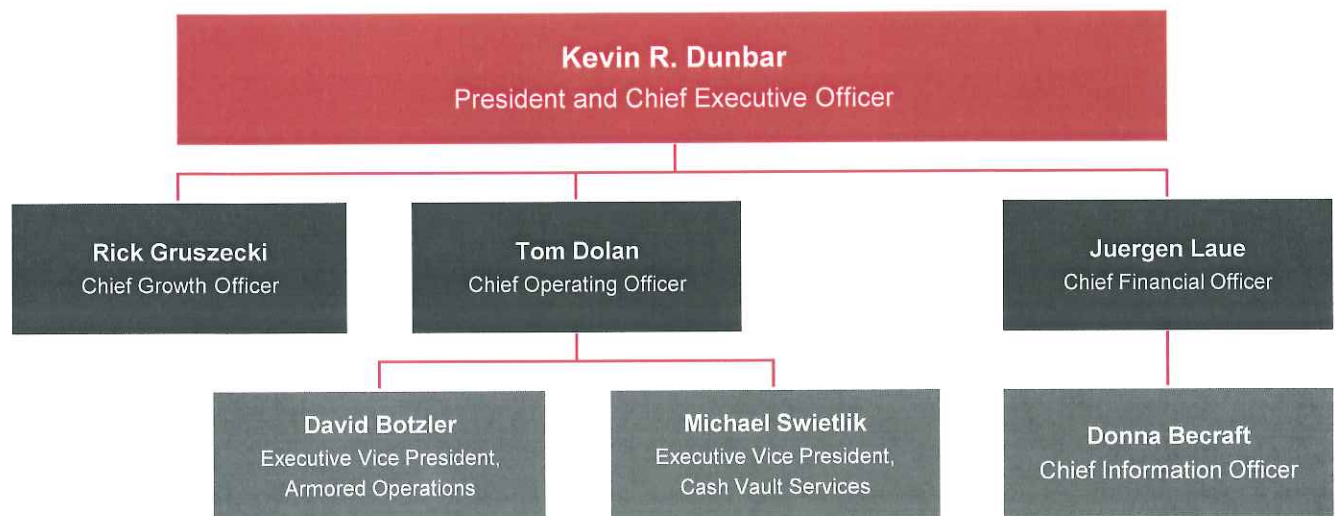
Today's ever-evolving security threat landscape requires organizations to be prepared for anything and Dunbar is uniquely positioned to meet that challenge. Equipped to respond to any security concern, Dunbar provides customers with complete protection including Armored Services, Cash Vault Services, Cash Manager Safes, Cybersecurity and Physical Security.

Our complete solutions are entirely customizable to fit each of our clients' security needs. And while each solution is unique they all share one important quality: our full commitment to keeping our clients safe by providing the industry's best risk management services.

Dunbar Armored is structured to provide the highest level of service, account management and inquiry responsiveness. We strive to continually improve, refine and enhance the quality of service that we provide to our customers. There are no plans for any change in management structure.

Dunbar Armored Executive Committee

October, 2017



1.1 Expertise

With nearly one hundred years of experience in the armored services and cash management business, Dunbar Armored continues to operate a financially sound American corporation that continues to meet the growing needs of our clients. Dunbar is dedicated to investments in technology to provide customers with full visibility and peace of mind. Our hand-held scanner technology, D-Trak®, allows us to utilize an integrated system that tracks a client's deposits and provide this information directly to our customer via a web-based portal. Access to this daily information is unmatched in the industry.

Additionally, Dunbar's web-based reporting system, Valu-trak[®], provides our clients with current information to help manage their businesses, reduce costs and provide a higher degree of service for their own banking customers.

Dunbar does not simply propose a client/vendor relationship, but offers a true partnership with ongoing evaluations from both perspectives. This approach promotes mutually beneficial relationships that stand the test of time. In fact, a significant portion of Dunbar's clients have been with us for many years – testimony that this approach works.

Likewise, as a closely held company with a flat reporting structure, objectives and interests are closely aligned to address and resolve our customers concerns quickly and to their full satisfaction.

Dunbar has a proven management team that will oversee the daily operations provided to the City of Galveston. Most of our managers have been in the cash in transit/cash vault business in excess of twenty years. They understand customer requirements and are efficient in foreseeing problems and correcting performance issues. The City of Galveston will not experience the continuous change in management so prevalent among our competitors.

1.2 The Dunbar Armored Vehicle and Identification

The Dunbar fleet is composed of over 1,500 units of varying models and types. Armored route trucks comprise nearly two-thirds of Dunbar's fleet. Our custom armored route truck bodies are mounted on 25,500 lbs. GVW Navistar chassis. Dunbar's route truck bodies have been constructed to meet or exceed the bullet resistance specifications as defined by The Underwriters Laboratories, Level III. With our continued capital investment in new equipment and strong fleet maintenance program through our onsite mechanics, our trucks are kept in excellent working order to meet our customers' needs.

Our distinct red, white, and black vehicles are easily identifiable by the public and the police departments. Dunbar Armored Cars are always manned by two (2) fully trained personnel. Over the years, we have made structural improvements to make it safer to accommodate new ways of moving larger volumes of cash and valuables.

2.0 The Dunbar Network

Dunbar has operated cash vault facilities for more than 30 years. Since establishing our first cash vault services operation in Springfield, Virginia in 1986, Dunbar Cash Vault Services (DCVS), has grown to 38 operations located across the country.

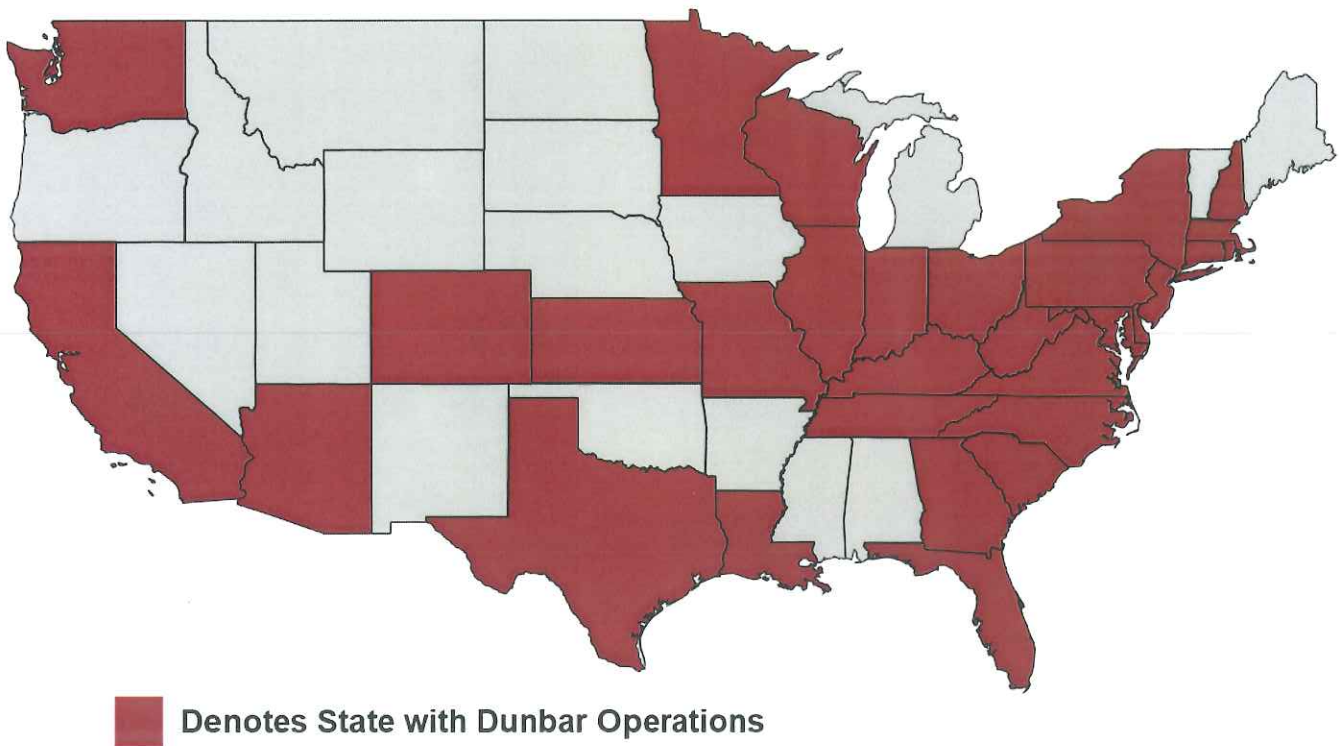
Most of our cash vaults, with the exception of Springfield, Virginia and White Marsh, Maryland, are located inside the same building as our armored transportation operations. This close proximity enables us to take full advantage of the considerable operating efficiencies that exist to benefit our company and our customers.

DCVS verifies and consolidates deposits for multiple location clients, distributes coin and currency shipments to and from the Federal Reserve Bank for financial institutions, provides change order delivery for commercial accounts, services ATM facilities, processes food stamps, and offers a variety of other services utilizing fully automated cash counting and verification equipment.

2.1 Dunbar's Armored Services Coverage

Dunbar Armored delivers industry leading security and cash management services to our customers throughout the United States. True to our heritage, we continue to grow, so that we're ready to support our customers today, tomorrow, and for whatever comes next.

The Dunbar Companies employ more than 5,000 people in more than 80 locations and 40 states. Dunbar operates a fleet of 1,500 trucks, which are now servicing 1,000,000 stops per month. Dunbar has a customer base that exceeds 10,000 customers.



3.0 Safeguarding Cash Shipments

As Dunbar continues to grow and adapt within the industry, security remains our main focus in all aspects of the business. Our custom security solutions have prevented loss and led to the success of our staff and clientele for nearly 100 years. We provide our customers with the peace of mind knowing their valuables are protected and delivered with efficiency.

Dunbar operates three departments that focus on security:

- **Security**
- **Compliance & Training**
- **Firearms Security**

The **Security Department** consists of a National Director of Security and seven regional Security Directors. Dunbar's Security Directors are responsible for thoroughly investigating all loss incidents and robberies, as well as any reports of suspicious activity. This position is staffed by personnel who possess many years of law enforcement and investigative experience.

The **Compliance & Training Department** oversees a program unique to Dunbar. Our Compliance and Training Officers audit our facilities to ensure compliance with operational policies and procedures and survey routes for safety and security. The officers also work with external parties, such as insurers from London, who audit our facilities and procedures annually. This process increases credibility, minimizes losses and allows Dunbar to pass these benefits onto our customers.

The **Firearms Security Department** is led by Dunbar's National Firearms Instructors. The Firearms Instructors are trained in the NRA's Law Enforcement Firearms Instructors School and the program is certified by the NRA. Dunbar meets or exceeds state firearms training laws in each jurisdiction in which we operate.

3.1 Technology

Our business opportunities continue to trend upward as we are reaching historic benchmarks in terms of personalized service and technology. When it comes to security, we understand the importance of technology and the impact it has on your business. Dunbar continues to invest in the latest resources to increase security and maximize loss prevention.

Dunbar Valu-Trak® provides your business with a web-based portal for consolidated cash management data from multiple locations. Our proprietary system adds audit and loss prevention controls to better manage the daily cash logistics of your organization. Dunbar Valu-Trak allows access to all of your information through:

- **Dunbar D-Trak®** - Barcode scanning technology providing activity tracking for all deposits and change orders
- **Dunbar Veri-Trak®** - Cash vault reports detailing all deposit processing activity
- **Dunbar Cash-Aware®** - Wireless transactional reporting of all Cash Manager Safe activity
- **Web Ordering** - 24/7 order placement and activity details
- **Online Invoicing** - Access to invoices anytime, anywhere, with an option to receive monthly email reports

4.0 Full Service Organization

Dunbar is a full-service security organization with two operating divisions - Cash Management and Security Solutions. Initially founded as an armored car company, we have since evolved to offer a comprehensive portfolio of products and services for every aspect of our customers' needs. Whether our clients require physical or digital protection for their assets, our team leverages an extensive knowledge and industry experience to deliver tailored solutions based on individual requirements.

4.1 Cash Management

Armored Services – Dunbar Armored trucks transport cash, coin and other valuables to and from our clients' businesses. This armored cash in-transit service is the core of our business, serving major retailers, financial institutions and government agencies nationwide. Our trucks keep commerce moving by securely transporting cargo and streamlining the cash management process, providing our customers peace of mind knowing their employees and deposits are protected.

Cash Vault Services – Our secure cash vaults are equipped with state-of-the-art technology to facilitate all processing requirements. The vaults verify and consolidate deposits for multiple locations, help streamline shipments to and from the bank, increase efficiencies and reduce risk of loss and theft.

Cash Manager Safes – The Dunbar Cash Manager Safe is an industry leading total cash management solution that incorporates advanced cash accepting smart safe technology with services to mitigate risk and reduce overall costs and labor. They provide independent real-time wireless communication, armored car service, change order services, verification and guarantee of deposited funds, live web reporting, and a comprehensive service and warranty program to ensure reliability.

EZChange[®] – EZChange is available alongside our Armored Services to further improve your cash management operations. EZChange delivers the change you need directly to your door, eliminating reconciliations as well as the labor costs and risks associated with frequent trips to the bank.

ATM Service – Dunbar handles everything from cash order preparation, to timely replenishment, to settlement of your terminal. We'll manage deposit verification and residual cash, and even deliver your perishables (receipt paper, etc.) before you run short. ATM Services also grant access to detailed reports and expert conversion teams.

Security Products – Dunbar Security Products is the designer and distributor of the world's finest adhesive and tamper-evident security containers. This division also provides customers with a wide-range of security-related products for counterfeit detection, money counting and back-office safes.

4.2 Security Solutions

Cybersecurity – Dunbar Cybersecurity delivers customized solutions that allow our customers to maintain their business operations while protecting sensitive information. We assess and monitor all things digital by means of continuous threat monitoring, mobility and remote access, data protection and encryption, online application security, cyber risk management, managed security, security consulting and business continuity. Analysis takes place 24/7 in our state-of-the-art Security Operations Center (SOC), a secure facility featuring video surveillance, biometric access control, redundant fiber-optic Internet connectivity, and battery and diesel redundant power.

Security Systems – Dunbar Security Systems are integrated and customized systems that fit a wide range of industries to keep businesses, employees, and customers safe. Among the solutions offered are access control, fire and life safety, intrusion detection, monitoring services and video surveillance.

Protective Services – Dunbar security personnel, whether armed or unarmed, deliver protection to commercial, industrial and government organizations that is unmatched in the industry for quality and consistency. Protective Services offers the most advanced guard activity tracking, incident reporting, and integration with security systems.

5.0 Customer Service

Approaching 100 years of service that exceeds expectations, Dunbar provides a high level of customer service that is unique within the armored car industry. Our in-depth knowledge and experience, along with a complete continuum of cash management and security solutions, provide our customers with the tools they need for their expanding business requirements.

Dunbar's Operations and Sales staff is specifically structured to identify and resolve obstacles that affect productivity and quality assurance. We continue to expand our capabilities to offer a more efficient and personalized service for our customers.

Dunbar's **Client Help Desk** is located at our Headquarters in Hunt Valley, MD and staffed by our dedicated Customer Service Representatives. The Help Desk is in place to respond to customer inquiries in a timely fashion. Our customers can rely on a designated contact to assist with any questions or issues that may arise during the course of their service. This benefit has proven to be effective in personalizing the customer experience and improving the issue resolution process.

Dunbar's **Account Maintenance Program** provides our Account Executives with the resources needed to provide superior and personalized customer service. Our Account Executives are in contact with each account to understand their needs and offer the appropriate solutions. This enables Dunbar to ensure customer contentment and preserve our company's reputation in the marketplace.

6.0 Growth Capacity

As we continue to grow our business, we have put a system in place to develop new opportunities while supporting our existing customer base. We are investing in the best trucks, equipment and training for our personnel. We are constantly implementing new technologies to better serve our customers and internal employees to improve communication, streamline processes and maximize performance. These benefits will continue to win new business for Dunbar and allow our organization to gain a competitive advantage in the industry.

Dunbar's latest innovations and cutting edge technologies ensure our customers receive the best possible service. Dunbar takes pride in the security solutions we offer, and we look forward to discussing these approaches with **the City of Galveston**.

7.0 Invoicing

Dunbar offers an array of electronic invoice formats via the web. Customers can download full invoice detail of services and location charges in a variety of formats such as CSV, PDF, and XML. This provides the customer with the flexibility of downloading into an Excel spreadsheet or importing into their accounting system for reporting and payment.

The benefits of web invoicing include:

- Accelerated access to invoices
- Access to account and payment history
- Expedited invoice reconciliation
- Eliminated paper invoices

- Convenient file download formats
- Email notifications when new invoices are available

Dunbar's invoice payment is net 30 days. Discounts are not offered.

8.0 Business Continuity

Dunbar is structured to maximize business continuity in disruptive or catastrophic situations. Our satellite terminals provide our customers with assurance that alternate sites, referred to as "hot sites" are immediately available when needed. Most other carriers provide only a single mega terminal to service a specific region. If their terminal becomes inoperable, they will have difficulty in quickly establishing alternate sites.

Dunbar's facilities all utilize the same systems and processes. In the event of an emergency, customer accounts and information are loaded into the replacement site using our existing network of shuttles. Back-up computer data is placed in this adjoining site, enabling two sources of customer databases.

Our facilities also have sufficient capacity to absorb an additional workload. This can be accomplished by extending our hours of operation and transferring personnel from the down terminal. Our regionalized business continuity plan is duplicated throughout the Dunbar footprint but customized for individual terminals within the region.

Dunbar's philosophy of operating multiple branches rather than a large single facility provides back-up capabilities that other carriers cannot duplicate. Our local branch management team understands our customers' needs and facilitates the issue resolution process.

9.0 Insurance Coverage

Dunbar provides an "All Risk" coverage known as transit and storage insurance for armored car services. There are no exceptions, warranties or conditions, except the standard war and nuclear exclusion. "All Risk" insurance covers currency, checks and other valuables against risk of physical loss or damage to the insured property up to your stated liability limits. Checks are subject to reconstruction.

The current policy limit is \$600,000,000.00 per occurrence (through Lloyds of London) and provides aggregate maximum loss coverage for employee fidelity coverage as extra assurance of performance. This insurance is included in our transit and storage policy. A certificate will be issued should we be awarded a contract, displaying liability limits consistent with your specifications.

9.1 General Insurance Coverage

Dunbar carries public liability insurance for property damage and bodily injury in the amount of \$1,000,000/person and \$1,000,000/accident. This coverage is in place to protect our servants and agents performing work or furnishing services covered by this contract from all claims for personal injury, including loss of life, as well as from all claims for property damage which may arise from operations under this contract, whether caused by us or by anyone directly or indirectly employed by or acting for us. In addition, we have an umbrella policy covering excess liability up to \$50,000,000. A certificate of this coverage will be furnished upon contract award.

9.2 Automobile Liability

Our automobile liability policy provides bodily injury and property damage combined single limits in the amount of \$2,000,000/accident.

9.3 Workers' Compensation

Our Worker's Compensation coverage will be provided with statutory minimum limits and is designed for your protection. Dunbar does not believe in a 'least amount' approach as we have structured the "All Risk" coverage amounts to provide adequate protection based upon the potential volume of activity.

10.0 Environmental Sustainability

Dunbar Armored has never violated any safety and/or environmental regulations. There are no hazardous materials contained in the products we provide.

We are currently investigating the possibilities of using biofuel in our vehicles. Biofuel can be broadly defined as fuel derived from recently dead biological matter, as opposed to fossil fuels which are derived from long dead material. Unlike fossil fuels which return carbon into the air, biofuels offer the possibility of producing energy without a net increase of carbon into the atmosphere. Therefore, biofuels are less likely to increase atmospheric concentrations of greenhouse gases.

Due to the secure nature of our business, the products and services offered by Dunbar Armored are not typically suitable for recycling purposes. We do not offer a take-back program for products at the end of their "life cycle" nor do we maintain a Hazardous Materials Management and Disposal Program. We also do not have a written policy pertaining to the protection of the environment. However, Dunbar does recycle all used oil, anti-freeze, parts cleaning solvent, etc. This is done through a national account with Safety-Kleen. Additionally, all hard parts such as batteries, alternators and other similar devices are recycled through an international dealer network.

Dunbar does have a policy in place to achieve optimum consumption of energy and water supplies in an energy-efficient manner. This is shown through Dunbar's preventative maintenance program, designed to keep our vehicles operating at peak efficiency. Dunbar also utilizes environmentally effective methods to reduce the consumption of goods, materials and waste production. For example, in an effort to reduce waste going into the dumpster, we do not use items such as Oil-Dri on our shop floors to clean up oil. Instead we use mops and buckets with water recycled by Safety-Kleen. Additionally, waste paper from our administrative functions is recycled through a paper shredding/recycling contract.

Dunbar ensures that the option to recycle materials is available for use and communicated clearly to our staff. Recycling receptacles are provided at every Dunbar location to accumulate discarded paper and aluminum cans.

11.0 Competitive Advantage

Dunbar's commitment to customer service and investment in state-of-the-art technology helps differentiate us from the competition. From process improvements that increase security to enhanced training methods that improve productivity, Dunbar is committed to maximizing our potential in the industry.

Security is always our main focus, but quality, courteous and responsive customer service keeps us growing in this business. Our employees look for ways to solve customer problems before they become larger issues.

Value is the bottom line for our customers when it comes to delivering security services. Therefore, Dunbar must constantly adapt to deliver a tailored, reliable, and efficient service that our expanding customer base can expect.

From our trucks to our guards, Dunbar Armored is built to provide a premium service that satisfies our customers in the most productive manner possible.

12.0 Conclusion

Dunbar Armored is looking forward to future business opportunities with the City of Galveston. Our team approach, vast experience, adaptive systems, and reasonable price, make Dunbar the "best value" selection in the industry.

Guarding a customer's valuables is a serious business. A closer look at the Dunbar "advantage" will help you to realize why Dunbar is truly the "Most Trusted Name in Security."



CITY OF GALVESTON – RFP # 17-29
ADDENDUM I
ARMORED VEHICLE SERVICES

Date: 10/3/2017
To: Prospective Bidders
Subject: Addendum No. I – Armored Vehicle Services
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 10/12/2017. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Questions and Answers:

1. What is the earliest time that a pickup can be made at each location? 8 am
2. What is the latest time that a pickup can be made at each location? 11 am
3. Please provide the name and address for the bank where the deposits are taken for each location.
 - a. Cash and checks are delivered to the vault at
9300 Kirby Drive, Ste. 600 Houston, TX 77054
 - b. Coins are delivered to an inventory site (Dunbar Armored, Inc.) located at
6056 Westview Drive Houston, TX 77055
4. Does the City require deposits to be delivered on the same day as pick up? Preferably
5. Please identify the holidays where the Carrier will be required to provide service for the City. The City observes 11 holidays; New Year's, MLK, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and day after Thanksgiving, Christmas Day and day after Christmas
6. How many items are presented for pickup by the Carrier at each location?
 - a. Municipal Court – 1
 - b. City Hall – 3 to 5
 - c. Island Transit - 2



CITY OF GALVESTON – RFP # 17-29
ADDENDUM I
ARMORED VEHICLE SERVICES

7. Please provide the room numbers or floor for all pickups. **First floor City Hall 823 Rosenberg St, first floor 601 54th St and first floor 3115 Market St.**
8. What is the average value of a pickup at each location?
 - a. **Municipal Court - \$6,000**
 - b. **City Hall - \$50 – \$75k**
 - c. **Island Transit - \$500 - \$600**
9. What percentage of a pickup is cash vs. checks? **10 – 20% cash vs. 80 – 90% checks**
10. Can each location identify the maker and amount of a check in the event the check is lost or stolen? **No**
11. Can the Carrier be armed at all times in the performance of their duties? **Yes**
12. Do any locations require that the Carrier be escorted? **No**
13. How many items are presented for pickup? **See item #6**
14. How much coin is picked up or delivered?
 - a. **Municipal Court – zero**
 - b. **City Hall – \$300**
 - c. **Island Transit - \$200 to \$300**
15. How much time does your current provider spend at each location? **Less than 3 mins**
16. Are checks included in the deposits? If so what is the check liability per pick-up?
 - a. **Municipal Court - \$4,800**
 - b. **City Hall - \$40 – \$60k**
 - c. **Island Transit - \$300**
17. Are checks able to be reconstructed (identify the maker and amount of all checks)? **yes**
18. Are there any service time windows in place other than for normal operating hours (8am-5pm)? **No**
19. Due to the Carrier's employee expectation of privacy will the City waive the requirement for receiving driver's license information for individual employees? **No**



CITY OF GALVESTON – RFP # 17-29
ADDENDUM I
ARMORED VEHICLE SERVICES

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

10/9/17

Date

J. Patrick Frampton

Printed Name

Dunbar Armored, Inc.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 17-29

Project Title: Armored Vehicle Service

Proposal Closing Date: 2:00 P.M.(CST), Wednesday, October 11, 2017

Original and three (3) copies and one media source required.
No Proposals submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Division at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Request for Proposal

1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Division. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Division, Room 306, PO Box 779, Galveston, Texas 77553

Physical Address: City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. **RFP Withdrawals and/or Amendments**

- A. **RFP Withdrawal:** The City reserves the right to withdraw this RFP for any reason.
- B. **RFP Amendments:** The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Division of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. **Proposal Submittal Requirements**

- A. **Submittal Packet – How to submit:** All Proposals must be submitted in person or by mail at the addresses in Section 2, above. No Proposals will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive.

Proposals shall be sealed and marked clearly with the Proposal number, Proposal name, closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.

- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark the Proposals "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked "Non-responsive". Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Work.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division purchasing@galvestontx.gov. The subject line must read "**Proposal 17-29 Armored Vehicle Service**". The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Work.

- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix J – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or

incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.

- I. Protest Procedures: Any actual or prospective proposer who is allegedly involved with the solicitation or award of a proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
 - i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful Proposer violates any of the provisions of these specifications; or

- iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
- iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
- v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

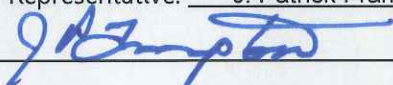
Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A (pages 9 through 18) must be included in the Proposal submittal.

Appendix B – G (pages 20 through 25) all forms must be complete and included in the submittal.

Appendix J (pages 29 through 31) must be included in the Proposal submittal.

All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.			
RFP Number:	17-29		
Project Title:	Armored Vehicle Service		
Submittal Deadline:	October 11, 2017 @ 2:00 p.m. CST		
Submit in person: City of Galveston Purchasing Division., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division., PO Box 799, Galveston, Texas 77553			
Proposer Information:			
Proposer's Legal Name:	Dunbar Armored, Inc		
Address:	50 Schilling Road		
City, State & Zip	Hunt Valley, MD 21031		
Federal Employers Identification Number #	52-0675776		
Phone Number:	4104983537	Fax Number:	4102291921
E-Mail Address:	joel.lawhon@dunbararmored.com		
Proposer Authorization			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: <u>J. Patrick Frampton</u>			
Signature of Authorized Representative: 			
Signed this <u>9th</u> (day) of <u>October</u> (month), <u>2017</u> (year)			

I learned of this Request for Proposal by the following means:

Newspaper Advertisement

City E-mail Notification

Galveston Website

Cold Call to City

Mailed Me a Copy

☒ Other

Appendix A – Proposal Document (continued)

I. ***REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2019) ESCALATION %

SECOND ADDITIONAL YEAR (FY 2020) ESCALATION.....%

THIRD ADDITIONAL YEAR (FY 2021) ESCALATION%

FOURTH ADDITIONAL YEAR (FY 2022) ESCALATION%

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 61; and the number of employees: 5,000.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:		Clear Creek ISD	2425 East Main Street League City, TX 77055
Contact Name:	Nancy Burge	Contact Title:	-
Phone:	281.338.5988	Email:	-
Date and Scope of Work Provided:			
Armored Car Services			

Reference #2:

Client / Company Name:		Fort Bend County	420 Reading Road Rosenberg, TX 77471
Contact Name:	Debbie Kaminski		Contact Title: -
Phone:	281.341.8643		Email: -
Date and Scope of Work Provided:			
Armored Car Services			

Reference #3:

Client / Company Name: Klein ISD		7200 Spring- Cypress Road Klein, TX 77379
Contact Name: Karen Gayle-Smith	Contact Title: -	
Phone: 832.249.4655	Email: -	
Date and Scope of Work Provided: Armored Car Services		

Reference #4:

Client / Company Name:			Hilton Americas - Houston	1600 Lamar St Houston, TX 77010
Contact Name:		Joe Wolfe		
Contact Title:		-		
Phone:		713.739.8000		
Email:		joe.wolfe@hilton.com		
Date and Scope of Work Provided:				
Armored Car Services				

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal **(does)** (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: 52-0675776.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Dunbar Armored, Inc.

Contract #: RFP #17-29 for Armored Vehicle Service

Description: Armored Car Services

Primary Contact (Name): Ben Pacheco

Primary Contact Phone Numbers: Home: 713-812-8320 Cell: 832-562-0376

Secondary Contact (Name): Brad Riley

Secondary Contact Phone Numbers: Home: 281-983-3030 Cell: 713-854-8799

After Hours emergency opening fee, if applicable: \$ 125.00 per hour for emergency service (when available), portal to portal with a 4 hour minimum

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase**

☐ **No, Only the City can**

purchase.

Dunbar agrees to extend the contract agreement to other city entities as long as the additional locations are on our current route(s) and within our service footprint. Locations that are located outside of our routes, include excess liability, excess time requirements, or have special requests are subject to pricing and/or serviceability adjustments.

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL.***

1. **Delivery of Products and/or Services**

- A. **Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. **Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. **Late Delivery or Performance:** If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. **FOB (delivery charges):** All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. **Bond Requirements:** If applicable, per the Scope of Work (Appendix J, Section 3. Special Conditions), prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.

- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**

Date
Received

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

Dunbar Armored, Inc.

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

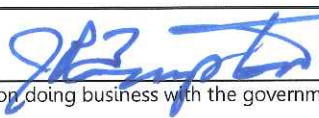
N/A - Dunbar has no conflicts of interest.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.


Signature of person doing business with the governmental entity

10/9/2017

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

APPENDIX C House Bill 89 Verification

I, J. Patrick Frampton (Person name), the undersigned representative of (Company or

Business name) Dunbar Armored, Inc

50 Schilling Rd, Hunt Valley, MD 21031

(hereafter

referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/9/2017

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Maryland §
COUNTY OF Baltimore §

On this day, BEFORE ME, the undersigned, personally appeared J. Patrick Frampton, the VP of Bid Admin. Financial of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the Services individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of October, 2017.

KENNETH E. RUPERT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 23, 2019

[SEAL]


NOTARY PUBLIC in and for the
State of Maryland

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

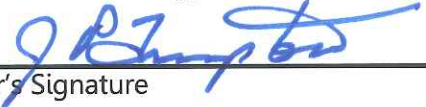
The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

 X I do not owe the City property taxes that are delinquent.

 I owe City property taxes that are delinquent on property located at

J. Patrick Frampton, VP of Bid Administration, Financial Services
Proposer's Printed or Typed Name


Proposer's Signature

10/9/2017
Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

 X The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix F – Non-Collusion Statement

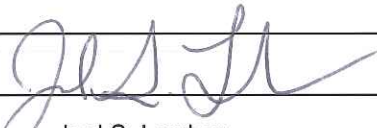
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Dunbar Armored, Inc

ADDRESS 50 Schilling Road, Hunt Valley, MD 21031

PHONE 4104983537

FAX 4102291921

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Joel S. Lawhon

POSITION WITH COMPANY Manager, Bid Administration

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL** 

**COMPANY OFFICIAL
(PRINTED NAME)** J. Patrick Frampton

OFFICIAL POSITION VP of Bid Administration, Financial Services

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

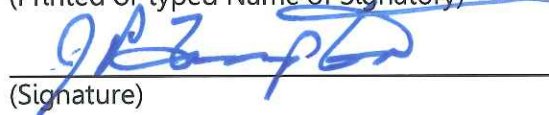
PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

J. Patrick Frampton

(Printed or typed Name of Signatory)



(Signature)

10/9/2017

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

Do not sell the item(s) required

Cannot provide Insurance required

Cannot be competitive

Cannot provide Bonding required

Cannot meet specifications highlighted in the
attached request

Cannot comply with Indemnification
requirement

Job too large

Job too small

Do not wish to do business with the City of Galveston

Other: _____

Cannot submit electronically

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in cursive script that reads "Michael W. Loftin".

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name _____ of _____ Financial Institution: _____
Financial Institute _____ Address: _____
Routing Number: _____
Account Number: _____
SWIFT Code: (if applicable) _____

Signature

Company Name: _____
Authorized Signature: _____ Date: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Work

1. Project Title: RFP 17-29 Armored Vehicle Service.

2. Scope of Work Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

Please see the scope of work for insurance requirements, Appendix J. Section 7.

The City of Galveston does not have bonding requirements for this solicitation.

4. Proposal Evaluation Factors

Emphasis	Factor
45%	Cost
30%	Offeror's Experience/References
20%	Offeror's Quality of Service
5%	Quality and completeness of proposal

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Proposal Release Date	September 12, 2017
Deadline for Submittal of Written Questions	September 28, 2017 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	October 11, 2017 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	October 16, 2017
Anticipated Award Date	October 26, 2017

7. Scope of Services

City of Galveston Instructions and Specifications to Bidders Armored Vehicle Service

GENERAL

It is the intent of these specifications that the contractor furnishes armored vehicle services that the City of Galveston requires during the period of agreement. The City reserves the right to order such quantities of armored vehicles and to amend the services required of those vehicles. The City is under no obligation to order any armored vehicles or related services.

The City reserves the right to revise or amend the specifications prior to the date set for opening of the proposals. If needed, an addendum to these specifications will announce such revisions or amendments. Copies of such addendum so issued will be furnished to all prospective proposers.

Delivery and pickup service:

Delivery and pickup service to the desired City locations shall be required at no additional cost to the City of Galveston Monday through Friday except holidays.

Locations are as follows:

1. Utility Billing, City Hall - 1st Floor, 823 Rosenberg, Galveston, TX 77550
2. Island Transit - 3115 Market Street Galveston, TX 77550
3. Municipal Court - 601 54th Street, Galveston, TX 77551

VENDOR QUALIFICATIONS:

- Provide dependable transportation in an armored vehicle.
- Provide daily pick-up services.
- Sufficient personnel to transport and handle deposits in a professional manner.
- State license and driver's license of each employee who will be conducting the services.
- All personnel must be bonded. Proof of bonding shall be required by the City of Galveston.
- Bonding must be sufficient to cover each area of pick-up.
- Minimum of five (5) years of experience in transporting monetary deposits.
- Provide Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate.

- Provide Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
- Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- Insurance coverage shall be on an "occurrence basis"

The following must be turned in with the bid package:

- Documented financial stability and performance.
- Letters of reference from customers where you have previously provided this service.
- Vendor shall provide a brief description of the company, its history, and its operational procedures.

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.

Dunbar is prepared to provide the City of Galveston with the requested Armored Car Services. Dunbar will provide services during normal business hours. Deposits will then be delivered to the Central Cash Vault on the next business day.

Your service will be performed by an armored vehicle staffed by a minimum of two fully trained and armed personnel. Dunbar's armored truck must be parked as close to the customer's entrance as possible. Our driver will not move the truck once the guard is inside the customer stop. The armored truck driver will observe the guard during the performance of his duties.

If he observes any situation that causes concern for the safety of the guard, he will notify the guard immediately and contact the branch. The branch will contact local law enforcement, if necessary. If either the driver or the guard notices any suspicious activity at your location, they will avoid the situation if possible.

Service pickups are performed according to the format agreed to between Dunbar Armored and our customer. Our driver/guards will not deviate from this procedure. Route personnel will sign properly completed receipts. Dunbar personnel will verify that the number of bags picked up at a location matches the number of bags identified on the receipt. Our guard will never accept someone else's count on the total number of pieces accepted for pick-up. The guard will ensure bag integrity, checking for holes, tears, etc.

Once the guard returns to the armored truck, the driver will physically account for all pieces brought on board by the guard. He will initial the route manifest, indicating the correct number of pieces.

Overview of Pick-up and Delivery Procedure:

Our hand-held scanner requires the cash delivery to occur first at any service site. This assures that any change order is not accidentally left on the truck.

Therefore the complete service process is as follows:

1. Hand-held has the stop programed in route sequence, thus upon arrival the hopper scans the truck.

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

2. He/she then scans all packages scheduled to be delivered. The hopper can't proceed to the next step until all packages have been scanned.
3. Upon entering the facility the hopper would then ask to scan the facilities "location card." This assures the correct stop and change order will be delivered.
4. All change order bags are then delivered.
5. The hopper then begins the pick-up service. Each bag scheduled for pick-up is inspected by the hopper for a secure package.
6. They next review the information in the manifest book against the package, entering the said to contain amount into the scanner. If all items are correct the hopper would then sign the manifest for that particular item.
7. Items 5 and 6 are repeated until all items have been exchanged.
8. The scanner keeps a running total of the shipment and if correct the BSWH authorized individual will then sign the scanner and their "authorization" card would then be scanned.

The hopper returns to the vehicle and scans the truck again to reflect the completion of the service at that site.

B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

N/A. Services will be performed and deposits are tracked through our barcoding system. The City will have access to view reports and pick-up information through our Valu-Trak website.

Dunbar Valu-Trak is our state-of-the-art system for tracking valuables and cash in transit. It is our customer access website that links together the many technologies and services that Dunbar has available. Through www.dunbarvalutrak.com our customers are able to conveniently track their shipments, view deposit verification information, check service issue alerts and place change orders on line. The information on this site is driven by the D-Trak and Veri-Trak systems that are currently implemented by our Armored and Cash Vault facilities.

The Core Components

Dunbar D-Trak is our hand held package tracking and bar coding system for deposit tracking and data reporting. This system is utilized by the Dunbar Armored guard while performing your deposit pick up and drop off service. This system not only tracks customer pickups and deliveries, but it also tracks other items such as customer safe keys. In addition, the D-Trak system provides Dunbar's operational team with route performance measurements and valuable statistics to assure that our customers consistently receive service that meets their needs.

Dunbar Veri-Trak is the portion of our Valu-Trak website that provides cash vault verification and a data reporting system.

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

N/A

D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

Dunbar Armored will provide service that meets your stated specifications. Following notification of award, our staff and implementation team will coordinate a comprehensive and cohesive detailed transition plan with the appropriate customer designated personnel. We will draw upon our vast resources to properly plan and execute a transition that will cause minimal disruption to ongoing business operations.

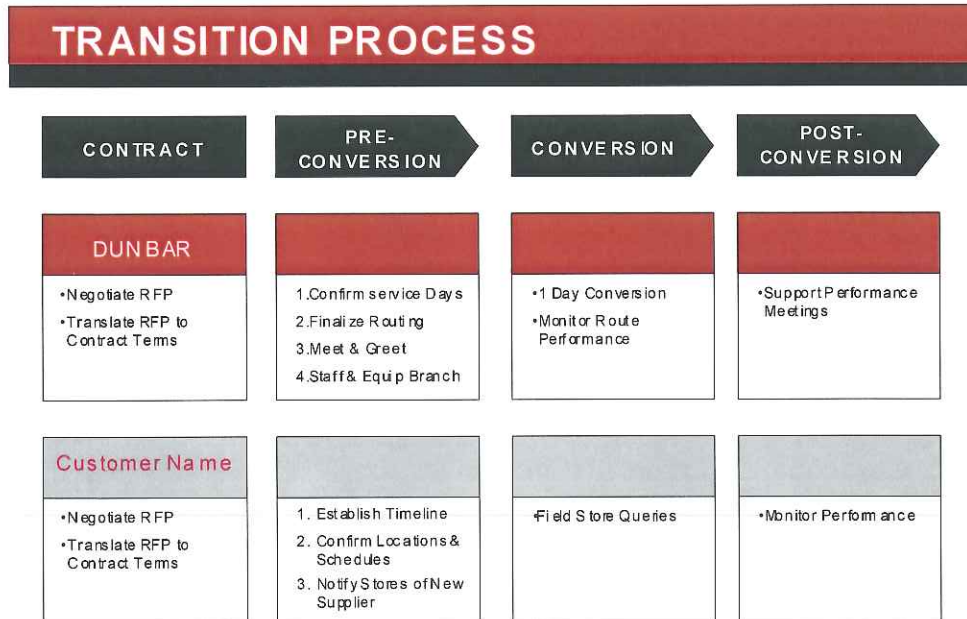
Service Transition Implementation:

Dunbar Operations personnel are experts in small & large-scale service conversions and very familiar with providing high quality, streamlined service in high volume, fast-paced environments. They work closely with Dunbar's local representatives who directly interface with your store locations and are fully prepared to deliver quick and accurate response during both service transition implementation and throughout your contract term.

Dunbar's regional and local implementation team's objective is to create and coordinate a transition plan with your designated contact person that assures a smooth transition with minimal interference in your daily operations. Peak periods will be avoided where practical. The number and timing of locations scheduled for transition visits are mutually agreed upon.

Dunbar's local team includes a branch manager responsible for the day-to-day service for all of your locations within the store's service area. This individual is empowered to quickly resolve any service related issues and can respond to all inquiries concerning individual locations, such as truck arrival times and holiday service.

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston



Redbook Visits

Account Executive Visit

Every new account receives a personal visit by a Dunbar Armored representative. This visit is an introduction of the local representative to the store management. It is also a brief training session whereby, the rep will explain the procedures, processes, and timing required to assure a smooth and secure armored pick-up.

Identifying the Armored Personnel

The account representative will review with store management how they can identify an authorized Dunbar Armored guard.

Dunbar Armored has a unique innovation that provides greater security and ease of assurance that the person picking up your deposit is an authorized Dunbar employee. The All Valuable Shipment Card (AVS) is a photo identification card that is impossible to duplicate and is controlled by Dunbar Armored like any other valuable we handle. This ID eliminates the need for signature lists and photo arrays. These industry standard security procedures are generally ignored after a while because the guard

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

becomes known or the lists are in the office or some other file. In fact former guards have been known to pick-up deposits after they have been relieved of their duties.

The AVS card eliminates all of these weaknesses. The guard upon reporting for work at a Dunbar branch will be issued his identification card. He visibly wears this card on his uniform throughout the day. Upon completing the guard's shift the card is collected and secured in the branch vaults. At no time is the card out of our control.

The store has the obligation to check that the armored carrier is wearing his identification. They do not need to look for lists or check signatures. They can also rest assured that the armored carrier is acting in an official capacity since he is wearing the AVS card.

Documenting the Pick-up

The account representative, on his initial visit, will deliver a "Red Book" to the store being serviced. He will explain how this receipt book is to be filled out and where the armored carrier will acknowledge acceptance of the deposit.

Customer Service

The last component of this initial call, is to provide the store management with points of contact should there be a concern during the servicing of the account. Store management will receive the name of the local branch manager, the local customer service representative, as well as the national customer service telephone number. This three tiered, overlapping, contact information assures store management that they can get a responsible party and not just some answering machine. This approach represents a locally available escalation process that allows customer management to solve their problems without troubling their superiors.

We have included examples of the documents that summarize this "Redbook Visit" at the end of this document.

Scheduling Plan

Current Service Locations

Locations currently being served by Dunbar Armored should see no change in their current procedures. We will continue to solve individual location problems and will make personal visits as warranted.

New Service Locations

Our National Account staff and an implementation team will coordinate the transition plan with the appropriate customer designated personnel. Our objective is to create a program that will assure a smooth transition with minimal interference in your daily retail operations. Peak retail periods will be avoided where practical. The number of locations scheduled and the timing of these visits will be

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

mutually agreeable. The national staff will then coordinate the efforts of Dunbar's substantial regional and local representatives. Every step in the process will be orchestrated to be as seamless as possible.

Local Support Staff

Branch Manager

Each Dunbar branch has a manager who is responsible for all of the local operations. This individual is in a position of authority and can be very useful in resolving any problems or answering questions.

Local Customer Service Representatives

Throughout the country Dunbar employs local customer service reps. These individuals work with the local managers to solve problems. They are readily available to our clients.

Account Executives

Dunbar employs a nationwide staff of AE's whose responsibilities are not just limited to sales. They are a close liaison to the store personnel. They help resolve individual problems and act as a conduit to funnel the problem to the appropriate Dunbar department. Dunbar is the only armored carrier company that pays these commissioned employees to make the Redbook Visit. This ensures that the AE will take their time and care in training your staff.

National Support Staff

Customer Service

Dunbar maintains a service staff in their Hunt Valley, MD headquarters that handle most of the difficulties encountered by our clients. This operation is staffed from 8:30 AM to 7 PM EST. These hours in conjunction with our local Customer Service Representatives provide overlapping coverage for the entire country.

Welcome Calls

Dunbar monitors customer satisfaction in many ways. One of the most critical areas for process breakdown is the initial start-up. Dunbar monitors our start-up performance by telephone query. Within the first 30 days of service a national customer service representative will call the store management with a "Welcome Call." The purpose of this call is to accumulate data on our start-up performance. This data is used to correct problem areas and improve our processes to assure our customers that we can make their transition as smooth as possible.

Conclusion

Dunbar will work with our personnel to create a comprehensive and cohesive detailed plan. We will draw upon our vast resources to properly plan and execute a transition that will cause minimal disruption to

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

ongoing business operations. As reflected by our numerous large scale client references we are experienced in providing complicated and vast transition programs.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Please see attached for Dunbar's Pricing and Proposal Declarations.

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

Dunbar's pricing has been provided for the initial 3 year contract. A 2% increase will apply to each optional renewal year.

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

Dunbar's Team Members and Functions

Team Member #1	Account Executive	Relationship Manager
Team Member #2	Local Branch Manager	Assists with local truck issues, such as arrival times
Team Member #3	Client Services Help Desk	Customer Service Issues
Team Member #4	Customer Service Representative	CSR's will be assigned per Account Executive per area
Team Member #5	Regional Vice President	Escalation point of contact for service related issues
Team Member #6	Dunbar Senior Management	Escalation point of contact for service related issues

Ben Pacheco
Account Executive/Relationship Manager
Dunbar – Sugarland Branch
11777 South Sam Houston West
Suite D
Houston, TX 77031
P: 832-562-0375
E: Ben.Pacheco@dunbararmored.com

Upon an executed contract, Ben will be the City's primary contact. All questions, concerns, and account changes can be made through Ben.

Andrea Bezzek
Client Services Representative
Dunbar – Headquarters
50 Schilling Road
Hunt Valley, MD 21031

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

P: 410-229-1874

E: Andrea.Bezzek@dunbararmored.com

Andrea is the dedicated Client Services representative that would be assigned to your account. As Andrea is stationed at our Headquarters, she is available as Ben's back up to assist with any invoice issues, service adjustments, questions, etc.

Brad Riley
Branch Manager
Dunbar Sugarland
11777 South Sam Houston West
Suite D
Houston, TX 77031
P: 281-983-3030

E: Brad.Riley@dunbararmored.com

Brad is the Branch Manager for the Dunbar Branch that would service your locations. If you have any arrival time questions, service issues, etc. Brad is available to assist.

Escalation points of contact can be provided upon an award

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

Dunbar will not seek the City's approval for each servicing individual. However, if the City has any concerns with any servicing personnel, Dunbar asks that you would escalate those concerns to us for review and action, if needed.

Please note that the Dunbar servicing personnel may change at any time and for a variety of reasons. Dunbar Armored does not provide the names, photos, or signatures of our employees that will be performing the services provided to the City of Galveston as the servicing employees are subject to change frequently due to a variety of reasons. However, Dunbar utilizing our AVS badges. Dunbar employees are required to wear an "All Valuables Shipment" (AVS) badge at all times while they are working. This is a system which has been recognized as an innovative advancement in the security industry. The AVS cards used throughout the network of Dunbar locations are all issued from one central location.

There are only three employees authorized to manufacture these identification cards. The AVS card is laminated in heavy plastic and is made from special paper stock similar to that used for credit cards complete with holographic images to provide further protection. The card is a scanned computer image of the employee and worn around the neck on a chain or clipped to the uniform shirt in plain view for inspection.

The AVS card is stored in our vault when the employee is not at work. The cards are then issued to the employees when they report to work, and are returned to the vault at the end of their shift. No Dunbar Armored employee is permitted to make a pick-up or delivery without his/her AVS card. Our customers are assured when they observe this AVS badge their pickups are being performed by an authorized Dunbar

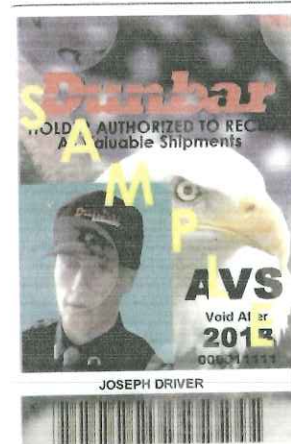
Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

employee. The AVS System is superior to the inefficient "signature list" method which has proven to be fallible.

DOB: 10/26/1979
Ht: 6'0" Weight: 180 Race: CAU
Hair: BRN Eyes: BRN Sex: M
Branch: Baltimore
Phone#: 800-830-9611

VOID AFTER 2013
The person whose name, signature & description appears on this card has been authorized to accept & receipt for "ALL Valuable Shipments" on behalf of Dunbar Armored, Inc. If in doubt about identity of the person possessing this card or if suspicious that an attempt at impersonation is being made, stop & take the time & precaution to call the telephone number shown above before releasing shipment.

IF FOUND, PLEASE CALL 1-800-830-9611
EXT. 1767 OR MAIL TO: DUNBAR
ARMORED, INC. AVS DEPT. P.O. BOX 333
BALTIMORE, MD 21203-0333 POSTAGE
WILL BE PAID BY DUNBAR ARMORED, INC.



C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

Dunbar Armored, Inc., originally operating as Federal Armored Express, Inc., was incorporated in Baltimore, Maryland on May 8, 1956. Dunbar is a wholly owned, privately held corporation. We are not a minority owned or operated corporation. Dunbar has a customer base that exceeds 10,000 customers.

Dunbar is one of the oldest armored car companies operating in the United States today. We have grown from a busy, one-truck, two-man operation into the largest independent armored car company in the nation. Today, the Dunbar Companies employ 5,000 people in more than 85 locations, and 27 states. Dunbar operates a fleet of nearly 1,500 trucks, which are now servicing 1,000,000 stops per month.

Dunbar Armored, Inc. provides a diverse service line to over 400 financial institutions in 38 secure cash vaults. These services can be customized to meet the financial institutions individual requirements while maintaining the synergies/savings of a high volume operation.

Across the nation, Dunbar's superior record of secure, professional and timely deliveries coupled with personalized customer service has made Dunbar the #1 Choice of government entities, retailers, financial

Required Proposal Information
Dunbar Armored, Inc. – City of Galveston

institutions and jewelers. Our sales and business opportunities continue to trend upward, and we are reaching historic benchmarks in terms of personalized service.

The family tradition in the industry actually dates back to March 17, 1923, when George W. Dunbar, Sr., our Chairman's father, established Mercer and Dunbar in Hartford, CT. It was the first armored car company in New England.

George Dunbar served as a strong force for industry unity and professionalism. With his peers he helped to found the National Armored Car Association, which serves as our industry's lead trade group today. The principles of uncompromising security, professionalism and innovative service that he established in the 1920s, continues to provide the basis of Dunbar Armored's "Tradition of Excellence" today.

D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

Dunbar's superior record of secure, professional and timely deliveries coupled with personalized customer service has made Dunbar the #1 Choice of government entities, retailers, financial institutions and jewelers. Our sales and business opportunities continue to trend upward, and we are reaching historic benchmarks in terms of personalized service.

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

Dunbar has provided a copy of our Audited Financial Summary. This information is confidential and should not be disclosed outside of the bid review.

Dunbar Armored offers the following key figures to demonstrate our financial stability:

	(000's)		(000's)		(000's)
	2014		2015		2016
Sales	\$330,211		\$350,083		\$357,143
Operating Profit	\$16,354		\$10,939		\$14,933
Assets	\$122,844		\$128,230		\$135,003
Key Ratios					
Sales Growth	9.57%		10.62%		2.0%
Current Ratio	1.53		1.50		1.59
(current Assets/current Liabilities)					
Interest Coverage ((EBIT)/Int)	26.9		33.6		37.76

Data contained on this page is considered company confidential. It has been supplied to your organization in response to a solicitation for our corporate services. By utilizing this data you, your employees, and any agents, avow that the only use of this information, is to assess our company's financial capability to perform the requested services. It is mutually agreed that this data will be safeguarded as if it was your own, and you, your employees, and agents, will never disclose any of this information. This non-disclosure agreement is binding and will never, under any circumstances, be released.

Dunbar Pricing and Proposal Declarations
Dunbar Armored, Inc. – City of Galveston

Pricing:

- \$18.00 per trip (for 5 times a week service, Monday through Friday) per location - \$396.00 per month, per location.
- Fuel will be charged based on the attached matrix.
- \$2.50 per minute over 6 on premise
- \$2.50 per item over 5
- \$0.28 per \$1,000 over the maximum liability of \$10,000 for the Municipal Court, \$75,000 for the City Hall, and \$1,000 for the Island Transit.
- \$75.00 per trip for on-call service, with a 24 hours' notice.
- \$75.00 per holiday trip (when available).
- \$125.00 per hour for emergency service (when available), portal to portal, with a 4 hour minimum.
- \$24.00 per Red Book re-order.
- \$15.00 per D-Trak replacement.

Proposal Declarations:

- Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the Customer in reconstructing and obtaining replacement checks. Dunbar shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, and any other reasonable costs directly related to reconstruction and obtaining replacement checks. Dunbar's liability shall not exceed the amount of twenty-five thousand dollars (\$25,000), including an amount not to exceed five thousand dollars (\$5,000) for checks that cannot be reconstructed.
- Dunbar's pricing does not include supplying tamper evident bank bags. Security bags are available for purchase from Dunbar BankPak at 800-766-9145.
- Dunbar's proposal is based on deposits being delivered to the depository on the next business day.
- Due to the nature of our business armored car routes are subject to change for a variety of reasons including but not limited to traffic and weather conditions as well as road and security issues.
- Dunbar driver/guards will be armed during the course of their duties.
- Our proposal is based on any and all Prevailing Wage requirements being waived.
- Change order delivery (when ordered through the depository) is included in the rates as long as the delivery is in conjunction with a scheduled pick-up.
- Changes to the requested scope of work, liability amounts, depository, locations, etc. will result in a review of the contract and possible serviceability and/or pricing adjustments.
- Dunbar's proposal is based on service being provided during normal business hours. Dunbar cannot guarantee a specific service time.
- The customer will need to contact Dunbar at least 2 weeks prior to a Dunbar observed holiday to either schedule holiday service or alternative service. Dunbar observed holidays include: New Year's Day, Martin Luther King Day, Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- Dunbar's pricing is for the initial 3 year contract. A 2% increase will apply to each optional renewal year.



The Most Trusted Name In Security

The Dunbar fuel surcharge matrix is based on benchmark information from the US Energy Information Administration (www.eia.doe.gov) and will be calculated monthly.

Dunbar Fuel Matrix			
\$1.00	3.65%	\$2.80	9.05%
\$1.10	3.95%	\$2.90	9.35%
\$1.20	4.25%	\$3.00	9.65%
\$1.30	4.55%	\$3.10	9.95%
\$1.40	4.85%	\$3.20	10.25%
\$1.50	5.15%	\$3.30	10.55%
\$1.60	5.45%	\$3.40	10.85%
\$1.70	5.75%	\$3.50	11.15%
\$1.80	6.05%	\$3.60	11.45%
\$1.90	6.35%	\$3.70	11.75%
\$2.00	6.65%	\$3.80	12.05%
\$2.10	6.95%	\$3.90	12.35%
\$2.20	7.25%	\$4.00	12.65%
\$2.30	7.55%	\$4.10	12.95%
\$2.40	7.85%	\$4.20	13.25%
\$2.50	8.15%	\$4.30	13.55%
\$2.60	8.45%	\$4.40	13.85%
\$2.70	8.75%	\$4.50	14.15%

Should fuel prices increase above \$4.50 per gallon, the fuel matrix will continue with increases consistent with the schedule above.

Exceptions and Clarifications
Dunbar Armored, Inc. – City of Galveston

Contract Terms and Conditions

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

Dunbar Armored requests that notification regarding substandard performance be escalated to senior management for review and resolution. We ask that a minimum notice of 30 days be provided for Dunbar Armored to investigate and resolve any service issues.

If the City of Galveston is ever dissatisfied with the services provided by Dunbar Armored, the City of Galveston has the right with 30-day's notice to cancel this agreement. Any subsequent arrangements for armored car service would be the sole responsibility and liability of the City of Galveston.

Vendor Qualifications

State license and driver's license of each employee who will be conducting the services.

Due to confidentiality concerns for our employees, Dunbar will not provide the City with copies of the licenses for our employees. However, we can confirm that all employees are properly trained and licensed for their positions.

Additionally, Dunbar Armored does not provide the names, photos, or signatures of our employees that will be performing the services provided to the City of Galveston as the servicing employees are subject to change frequently due to a variety of reasons. However, Dunbar utilizing our AVS badges. Dunbar employees are required to wear an "All Valuables Shipment" (AVS) badge at all times while they are working. This is a system which has been recognized as an innovative advancement in the security industry. The AVS cards used throughout the network of Dunbar locations are all issued from one central location.

There are only three employees authorized to manufacture these identification cards. The AVS card is laminated in heavy plastic and is made from special paper stock similar to that used for credit cards complete with holographic images to provide further protection. The card is a scanned computer image of the employee and worn around the neck on a chain or clipped to the uniform shirt in plain view for inspection.

The AVS card is stored in our vault when the employee is not at work. The cards are then issued to the employees when they report to work, and are returned to the vault at the end of their shift. No Dunbar Armored employee is permitted to make a pick-up or delivery without his/her AVS card. Our customers are assured when they observe this AVS badge their pickups are being performed by an authorized Dunbar employee. The AVS System is superior to the inefficient "signature list" method which has proven to be fallible.

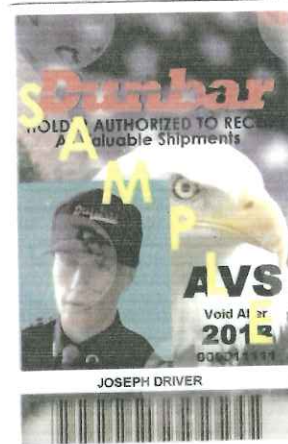
Exceptions and Clarifications
Dunbar Armored, Inc. – City of Galveston

DOB: 10/26/1979
Ht: 6'0" Weight: 180 Race: CAU
Hair: BRN Eyes: BRN Sex: M
Branch: Baltimore
Phone#: 800-830-9611

VOID AFTER 2013

The person whose name, signature & description appears on this card has been authorized to accept & receipt for "A.I. Valuable Shipments" on behalf of Dunbar Armored, Inc. If in doubt about identity of the person possessing this card or if suspicious that an attempt at impersonation is being made, stop & take the time & precaution to call the telephone number shown above before releasing shipment.

IF FOUND, PLEASE CALL 1-800-888-2173
EXT. 1787 OR MAIL TO: DUNBAR
ARMORED, INC. A.I. DEPT. P.O. BOX 333
BALTIMORE, MD 21203-0333 POSTAGE
WILL BE PAID BY DUNBAR ARMORED, INC.



ADDITIONAL TERMS AND CONDITIONS

1. City agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to Contractor and in case of loss, to promptly, diligently and completely cooperate with Contractor in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include requests by City to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to Contractor and its assigns. Contractor agrees to reimburse City for all reasonable expenses incurred in reconstructing such checks.
2. Upon discovery of a claim for loss under this Agreement, City shall immediately report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than sixty (60) days after delivery to Contractor of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, City shall give notice of claim in writing to Contractor. If the City fails to comply with these conditions, City agrees that all claims against Contractor relating to the lost items are deemed to be waived and released.
3. It is understood and agreed that Contractor shall not be responsible for any loss or damage caused by hostile or warlike action, civil disorders or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action, civil disorders or governmental seizure" is understood by City and Contractor to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
4. Neither party shall be liable for any consequential or incidental losses or damages, including loss of interest, under any theory of liability.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. ~~Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.~~

Comment [d1]: Does not apply to armored car service.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. **Bond Requirements:** If applicable, per the Scope of Work (Appendix J, Section 3. Special Conditions), prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.

~~ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;~~

Comment [d2]: Only Dunbar employees perform service. A payment bond is not necessary.

~~iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and~~

~~iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.~~

Comment [d3]: Not applicable.

7. Scope of Services

City of Galveston Instructions and Specifications to Bidders Armored Vehicle Service

GENERAL

It is the intent of these specifications that the contractor furnishes armored vehicle services that the City of Galveston requires during the period of agreement. The City reserves the right to order such quantities of armored vehicles and to amend the services required of those vehicles. The City is under no obligation to order any armored vehicles or related services.

The City reserves the right to revise or amend the specifications prior to the date set for opening of the proposals. If needed, an addendum to these specifications will announce such revisions or amendments. Copies of such addendum so issued will be furnished to all prospective proposers.

Delivery and pickup service:

Delivery and pickup service to the desired City locations shall be required at no additional cost to the City of Galveston Monday through Friday except holidays.

Locations are as follows:

1. Utility Billing, City Hall - 1st Floor, 823 Rosenberg, Galveston, TX 77550
2. Island Transit - 3115 Market Street Galveston, TX 77550
3. Municipal Court - 601 54th Street, Galveston, TX 77551

VENDOR QUALIFICATIONS:

- Provide dependable transportation in an armored vehicle.
- Provide daily pick-up services.
- Sufficient personnel to transport and handle deposits in a professional manner.
- State license and driver's license of each employee who will be conducting the services.
- ~~All personnel must be bonded. Proof of bonding shall be required by the City of Galveston.~~
- Armored Car Insurance~~Bonding~~ must be sufficient to cover each area of pick-up.
- Minimum of five (5) years of experience in transporting monetary deposits.
- Provide Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate.

Comment [d4]: Fidelity coverage is included in Dunbar's Armored Car "All-Risk" Transit and Storage Insurance. Separate bonding is not necessary and will not be provided.

CERTIFICATE OF INSURANCE

ISSUED TO:

SPECIMEN

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled, the limits of liability reduced, or the policies are changed in any way that may affect your coverage during the periods of coverage as stated herein, written notice will be mailed to the party designated above for whom this certificate is issued. Such written notice will be mailed no less than ten (10) days prior to said cancellation, limit reduction, or change that may affect your coverage.

DUNBAR ARMORED, INC.

"ALL RISK" ARMORED CAR CARGO LIABILITY

TO COVER CURRENCY, COIN, BULLION, STOCKS, BONDS, NEGOTIABLE AND NON-NEGOTIABLE SECURITIES, CHECKS AND OTHER PROPERTIES AGAINST ALL RISKS OF PHYSICAL LOSS OF OR DAMAGE TO THE INSURED PROPERTY INCLUDING ANY ACT OR OMISSION OF THE ASSURED OR ANY OF ITS EMPLOYEES, EXCEPT WAR AND NUCLEAR AS EXCLUDED IN THE POLICY.

LIMIT OF LIABILITY PER OCCURRENCE	CARRIER	POLICY NUMBER	EFFECTIVE DATE
\$100,000,000	Great American Ins. Co.	AC-379-30-18	9-1-14 - 8-31-19
\$500,000,000 Excess of \$100,000,000	Lloyds of London	11875W14	9-1-14 - 8-31-19

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

September 1, 2014

Specimen

DATE

CERTIFICATE NUMBER

WILLIS TOWERS WATSON, INC.

AUTHORIZED SIGNATURE

DUN - 586
REV: 6/07



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Maryland 500 East Pratt Street Baltimore MD 21202 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Dunbar Armored, Inc. 50 Schilling Road Hunt Valley MD 21031 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Twin City Fire Insurance Company	29459
INSURER D: Navigators Insurance Co	42307	
INSURER E: The Ohio Casualty Insurance Company	24074	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570065852526** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			40CSE535403	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			40 CSE 535402	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION			PT17EXR726520IV Lead \$5M	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	40WNS35400 AOS 40WBRS35401 WI	04/01/2017	04/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

Dunbar Armored, Inc. 50 Schilling Road Hunt Valley MD 21031 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc., of Maryland</i>

Holder Identifier :

Certificate No : 570065852526

ADDITIONAL REMARKS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

[illegible]

DUNBAR ARMORED, INC.

SERVICE CONTRACT #00000000

CONTRACT executed February 20, 2015 by and between:

- | | |
|---|---|
| 1. DUNBAR ARMORED, INC. ("DUNBAR") and
50 SCHILLING ROAD
HUNT VALLEY, MD 21031 | 2. LEGAL CORPORATE NAME ("CUSTOMER")
122 ANYWHERE STREET
CHARLOTTE, NC 00000 |
|---|---|

WITNESSETH

DUNBAR agrees, subject to the Terms and Conditions of the Contract, that it will accept and issue a receipt for sealed and locked containers, containing currency, coin, checks, securities, or any other valuable item(s) from the listed CUSTOMER location(s) and deliver such containers in like condition, against receipt to the listed depository, and/or to accept from the listed depository sealed and locked containers for delivery to the listed CUSTOMER location(s) in like condition and against receipt therefore.

SCHEDULE OF SERVICE AND SERVICE RATES

Service Location(s):	
#	Location
1	CUSTOMER LOCATION 1234 ANYWHERE STREET CHARLOTTE, NC 00000

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa			Per Month Per Location		
Deposit Pickup								Cash Checks	\$30,000 \$30,000	Bank Name c/o Dcvs	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Liability Per Item Over 3 Items Per Trip Per Minute Over 6 On Premises	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Change Order Delivery								Change Order	\$25,000	Bank Name c/o Dcvs	Included in Monthly Rate	\$0.00

DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.

Excess declared deposit amounts will be transported at the rate stated above per thousand. It is understood and agreed that CUSTOMER will notify DUNBAR prior to said deposit amounts being shipped. This notification may take place at the point when the DUNBAR guard signs for said shipment and its "said to contain" value. DUNBAR's liability for excess cash and checks shall remain consistent with the terms and conditions as set forth in the Contract. Excess cash will be fully insured; checks will be subject to reconstruction.

Holidays: On Call
Excluding: Thanksgiving, Christmas

This Contract shall be effective February 6, 2015, and shall serve as a temporary contract for a maximum period of thirty (30) days. Upon countersignature by an executive officer at DUNBAR's Headquarters, this Contract becomes a final Contract and shall remain effective in full force and effect for one year from the effective date and thereafter from year-to-year, subject to the right of termination upon either party giving the other party written notice of such intention at least ninety (90) days prior to any anniversary date.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.

DUNBAR ARMORED, INC.

LEGAL CORPORATE NAME

Signed by: Name – AE – Code #

Customer Signature Authorization

Countersigned by: Seth R. McElroy
Vice President Risk Management

Print or Type Name & Title

Service Days Frequency Legend

WK **OC**
Weekly On Call

Attachments

The Following Attachments are Hereby Incorporated in the Contract:

____ Schedule of Service	____ Deposit Verification Rider
____ Coin & Currency Rider	____ Exhibit A

TERMS AND CONDITIONS

1. DUNBAR represents that it carries insurance with a responsible insurance company covering its liability as stated in this Contract for loss of or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms and limits of the Contract or Contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason of accidents for which DUNBAR is legally responsible and DUNBAR agrees to keep such insurance in force during the full life of this Contract.
2. The maximum liability for any cargo loss for property consigned to DUNBAR hereunder shall be the lesser sum of the liability assumed in this Contract as stated on the Schedule of Service and Service Rates, the value as stated in DUNBAR'S receipt for the sealed bags, packages or cassettes (containers) accepted or the actual cash value of any property lost or damaged. DUNBAR shall not be liable for any special, consequential or incidental losses or damage, including loss of interest, under any theory of liability.
3. Responsibility of DUNBAR for containers under this Contract shall begin when said containers have been accepted and receipted for by an AUTHORIZED EMPLOYEE of DUNBAR. Responsibility of DUNBAR for containers under this Contract shall end when said containers have been accepted and receipted for by the consignee or upon return to the shipper. If for any reason delivery to the consignee may not be completed, the said containers shall be returned to shipper. DUNBAR uses sophisticated scanners with barcode technology and tracking capability. It is understood and agreed that DUNBAR retains the right to provide CUSTOMER access to electronic signatures in lieu of hard copy receipts.
4. CUSTOMER agrees that all shipments of monies, notes, securities and other valuable property shall be contained in securely locked or sealed containers at the time of delivery to DUNBAR. DUNBAR shall not be obligated to receive any container not properly locked or sealed to its satisfaction. In the event that any container delivered to DUNBAR is not properly locked or sealed to its satisfaction, DUNBAR shall under no circumstances be liable or responsible for any shortage claimed with respect to the contents of such container. CUSTOMER further agrees that DUNBAR shall not be liable for any mysterious disappearance of, shortage of, or damage to the contents of any container unless the container was properly sealed at the time of delivery to DUNBAR and shows evidence of tampering at the time DUNBAR delivers said container to the consignee and the consignee immediately notes in writing the evidence of tampering on DUNBAR'S receipt document. Absent notation on DUNBAR'S receipt document by the consignee at the time of receipt, DUNBAR shall have no liability to CUSTOMER for sealed containers received by the consignee.
5. CUSTOMER agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to DUNBAR and in case of loss, or damage, to promptly, diligently and completely cooperate with DUNBAR in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include, but not be limited to, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to DUNBAR and its assigns. DUNBAR'S liability in the event of loss, destruction or theft of checks shall in all events be limited to payment for the reconstruction of such checks. Notwithstanding the foregoing, reconstruction cost shall be limited to \$25,000 per occurrence.
6. Upon discovery of a claim for loss or damage under this Contract, CUSTOMER shall promptly report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than thirty (30) days after delivery to DUNBAR of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, CUSTOMER shall give notice of claim in writing to DUNBAR. If the CUSTOMER fails to comply with the conditions of this paragraph 6, CUSTOMER agrees that all claims against DUNBAR relating to the lost or damaged items are deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage under this Contract, CUSTOMER shall furnish to DUNBAR detailed written proof of such loss or damage in form satisfactory to DUNBAR'S insurer. CUSTOMER agrees to cooperate with and assist DUNBAR'S insurer in its adjustment of any loss. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against DUNBAR unless CUSTOMER complies with all of the terms and conditions of this Contract, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and the time for suit stated herein shall be the shortest limit of time allowable under applicable law. This Contract and all claims hereunder will be governed by the laws of the State of SC, and all claims, suits, or proceedings brought against DUNBAR to recover for loss or damage must be brought in a court within the jurisdiction of the State of SC.
7. It is expressly agreed by the CUSTOMER that the provisions of this Contract dealing with the total aggregate value to be accepted by DUNBAR from the CUSTOMER for delivery to the Depository, or from the Depository for delivery to the CUSTOMER, may not be waived or amended by any employee or agent of DUNBAR, except with the written consent of a corporate officer of DUNBAR. DUNBAR will not be liable for loss or damage to property or money consigned to it in excess of the maximum liability which DUNBAR agrees to accept for consignment under this Contract as stated in the Schedule of Service and Service Rates, unless this Contract has an Excess Liability clause. CUSTOMER understands that additional liability coverage is available and can be adjusted by Endorsement to this Contract. Changes in liability may result in adjustment of fees.
8. It is understood and agreed that DUNBAR shall not be responsible for any loss or damage caused by hostile or warlike action or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action or governmental seizure" is understood by CUSTOMER and DUNBAR to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
9. DUNBAR shall not be liable for nonperformance or delays not caused by its fault or neglect, or for nonperformance or delays caused by strikes, riots, insurrection, acts of God or the public enemy, or means beyond its control.
10. In the event CUSTOMER issues a purchase order or other similar document in connection with the service to be provided in accordance with the Contract, it shall be for CUSTOMER'S internal purposes only and, therefore, even if it is acknowledged by DUNBAR, the terms and conditions of such document will have no effect on this Contract and the terms and conditions of this Contract shall nevertheless be controlling.
11. DUNBAR makes no warranties, express or implied, and expressly disclaims any and all warranties, except as stated herein.
12. An interest charge of one and one-half percent (1 1/2%) per month of the amount unpaid, or such lesser rate as required by law, is due and payable to DUNBAR on all invoices not paid in full within thirty (30) days of the invoice date. As to invoices remaining unpaid beyond thirty (30) days, CUSTOMER agrees to pay, in addition to all service charges previously accrued, all DUNBAR'S costs of collection.
13. DUNBAR shall have the right to increase the charges provided for herein at any time after the expiration of one (1) year from the effective date of this Contract upon giving CUSTOMER written notice thirty (30) days in advance of such increase. The Dunbar Standard Fuel Matrix applies.
14. The provisions of this Agreement shall be binding upon the respective successors and assigns of the parties hereto, including any successor by way of any merger, consolidation, reorganization or other transaction involving any party hereto and/or its affiliates.
15. DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR'S standard fees for such supplies.
16. CUSTOMER agrees that CUSTOMER has NO right to offset amounts owed to DUNBAR.
17. CUSTOMER understands and agrees that DUNBAR is entering this Contract to provide services outlined herein subject to the terms and conditions stated above. DUNBAR accepts the duties and responsibilities of this Contract only with the acceptance of and compliance with the terms and conditions stated above. Any claims made by CUSTOMER must be subject to these conditions, whether filed under contract, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.

Any changes to the above Terms and Conditions are subject to approval of DUNBAR'S executive management at its Headquarters.

DUN162REV.10/17



Texas Department of Public Safety *Certificate of Licensure*



The Private Security Board Certifies that:

DUNBAR ARMORED, INC.

B06573

Is Duly Licensed as

Security Contractor
Guard Company
Armored Car Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 11/30/2017

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752.
<http://www.dps.texas.gov>

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: City of Galveston County District Number: _____

Education Service Center, Region 20 (Coop) and the above named agency (member) enter into the following cooperative service arrangement.

This agreement is effective 12/14/2017 (date) and shall automatically renew unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

The Coop will:

- Handle bidding procedures
- Abide by all bid laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals

The Member will:

- Designate a member employee to serve as a liaison with Coop
- Provide release time for meetings, proposal openings, and testing assistance as needed
- Identify delivery location within Member on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide Coop with evaluation forms regarding vendor and product concerns
- Ensure a Resolution is properly executed if required

Authorization:

Education Service Center, Region 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: City of Galveston County District Number: _____

Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to jim.metzger@esc20.net):

Education Service Center, Region 20
Attn: PACE Coop
1314 Hines Ave
San Antonio, TX 78208.

Public Entity	Education Service Center, Region 20
BY: _____	BY: _____
Authorized Signature	Authorized Signature
<u>City Manager</u>	<u>Purchasing Coordinator</u>
Title	Title
<u>12/14/2017</u>	<u>12/14/2017</u>
Date	Date
<u>Susan P. Serrano</u>	<u>Jim Metzger</u>
Contact Person	Contact Person
<u>Purchasing Supervisor</u>	<u>Purchasing Coordinator</u>
Title of Contact Person	Title of Contact Person
<u>823 Rosenberg St.</u>	<u>210-370-5204</u>
Street Address	Phone Number
<u>Galveston, Texas 77550</u>	<u>210-370-5776</u>
City, State, Zip	Fax Number
<u>409-797-3575</u>	<u>jim.metzger@esc20.net</u>
Phone/Fax Number	E-mail Address
<u>sserrano@galvestontx.gov</u>	
E-mail Address	



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

November 27, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council

From: Mike Loftin, Director of Finance

RE: Consider for approval joining the Purchasing Association of Cooperative Entities (PACE), through Region 20 Education Service Center, in San Antonio, Texas.

Background:

The City of Galveston is a member of the following purchasing cooperatives: Buy Board, TCPN (The Cooperative Purchasing Network), Houston – Galveston Area Council (HGAC), Choice Partners, and The State of Texas Purchasing Cooperative. We do not have a membership with the Purchasing Association of Cooperative Entities (PACE). There is no cost to join this purchasing cooperative.

The Purchasing Association of Cooperative Entities (PACE) competitively bids contracts and complies with purchasing laws. PACE advertises their solicitations locally and nationally. They maintain their credibility and confidence in business practices by maintaining open competition and using ethical business practices.

Texas Government Code Section 791 authorizes local governments to contract, as much as possible, with other local governments and any agencies of the State of Texas. The City benefits, by saving taxpayer dollars, belonging to these cooperatives using the buying power of many agencies purchasing by means of the same contracts.

Currently:

The City of Galveston does not belong to the Purchasing Association of Cooperative Entities (PACE) cooperative and therefore, cannot utilize the contracts available from PACE. Currently, PACE has a membership of 1,042 agencies, nationwide; 80 members are cities. The cooperative has many products available to the City of Galveston, including a contract with Sam's Club. Other items included are: industrial supplies, grocery items, flooring, roofing, building repair, paper products, and landscaping, and lumber.

Belonging to the Cooperative allows the City to consistently achieve best value for products and services. The City of Galveston currently uses purchase cards for various products, using a cooperative, which has already completed the competitive bidding process, saves time,





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

effort, and enables user departments to stay within state law, charter, and policies, by allowing the City to use several established competitively procured contracts.

Alternatives:

Approve the membership to the Purchasing Association of Cooperative Entities (PACE).

Do not approve the membership to the Purchasing Association of Cooperative Entities (PACE).

Issues:

Cost – \$0.00

Timing – begins upon execution by the City and Purchasing Association of Cooperative Entities

Term – until City terminates the agreement

Recommendation:

Join the Purchasing Association of Cooperative Entities purchasing cooperative.

Fiscal Impact report:

Requested by:

Michael W. Loftin

Assistant City Manager – Finance

Funding Source:

None

Not to Exceed:

\$0.00





National Cooperative Purchasing Alliance

INTERLOCAL AGREEMENT

Contracting Parties

City of Galveston
(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

74-6000905
(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

Authorization:

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency

By _____
Authorized Signature

City Manager

Title

12/15/2017

Date

Susan P. Serrano

Contact Person

Purchasing Supervisor

Title of Contact

823 Rosenberg St. Suite 306

Street Address

Galveston, Texas 77550

City, State Zip

409-797-3575

Contact's Telephone Number

sserrano@galvestontx.gov

Email Address

Region 14 Education Service Center

By _____
Authorized Signature

Title

Date

Contact Person

Telephone Number

Email Address



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

November 27, 2017

To: Brian Maxwell, City Manger
Hon. Mayor and City Council

From: Mike Loftin, Director of Finance

RE: **Consider for approval joining the National Cooperative Purchasing Alliance (NCPA), through Region 14 Education Service Center, in Abilene, Texas.**

Background:

The City of Galveston is a member of the following purchasing cooperatives: Buy Board, TCPN (The Cooperative Purchasing Network), Houston – Galveston Area Council (HGAC), Choice Partners, and The State of Texas Purchasing Cooperative. We do not have a membership with the National Cooperative Purchasing Alliance. There is no cost to join this purchasing cooperative.

The National Cooperative Purchasing Alliance (NCPA) competitively bids contracts and complies with purchasing laws. NCPA advertises their solicitations nationally. They maintain their credibility and confidence in business practices by maintaining open competition and using ethical business practices.

Texas Government Code Section 791 authorizes local governments to contract, as much as possible, with other local governments and any agencies of the State of Texas. The City benefits, by saving taxpayer dollars, belonging to these cooperatives using the buying power of many agencies purchasing by means of the same contracts.

Currently:

The City of Galveston does not belong to the National Cooperative Purchasing Alliance (NCPA) cooperative and therefore, cannot utilize the contracts available from NCPA. Currently, NCPA has a membership of 17,022 agencies, nationwide; 4,150 are cities. The cooperative has many products available to the City of Galveston. Items including technology, furniture, security, auto parts, park equipment, office supplies, and lumber.

Belonging to the Cooperative allows the City to consistently achieve best value for products and services. The City of Galveston currently uses purchase cards for various products, using a cooperative, which has already completed the competitive bidding process, saves time,





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

effort, and enables user departments to stay within state law, charter, and policies, by allowing the City to use several established competitively procured contracts.

Alternatives:

Approve the membership to the National Cooperative Purchasing Alliance (NCPA).

Do not approve the membership to the National Cooperative Purchasing Alliance (NCPA).

Issues:

Cost – \$0.00

Timing – begins upon execution by the City and National Cooperative Purchasing Alliance

Term – until City terminates the agreement

Recommendation:

Join the National Cooperative Purchasing Alliance purchasing cooperative.

Fiscal Impact report:

Requested by:

Michael W. Loftin

Assistant City Manager – Finance

Funding Source:

None

Not to Exceed:

\$0.00





City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

December 14, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Chief Information Technology Officer

RE: Consider approving a no cost contract with American National Insurance Company (ANICO) for Temporary Emergency Operations Facility Use and Data Center Space Usage.

I. BACKGROUND

The City of Galveston is dependent on information technology systems and associated infrastructure to provide services and maintain essential records during its day to day operations. The State and local governments have a duty to ensure that disruptions in the provision of essential services are minimized following a disaster. Today the public sector, like the private sector, rely heavily upon computers and other advanced technologies to conduct operations. Therefore, disaster recovery planning, in order to be effective, must specifically address the policies and procedures for minimizing the disruption of operations if computers or other advanced technologies are disabled.

Existing data for the City is stored in a single unified Data Center which is located at the Criminal Justice Center. In accordance with best practices for disaster recovery and business continuity, the Information Technology Department team performs regular tape backups of the mission critical data and partners with a vendor for the transport and storage of this information at a secured off the island facility. However, under the current disaster recovery plan should a natural disaster occur, such as a hurricane, causing damage to the City's Data Center, restoration of the data from these tape backups would be delayed until such time that the City could secure and configure replacement equipment.

The City recognizes the need to improve the disaster recovery plan by having both an on-site and off-site data backup and disaster recovery capabilities. To address the need, the City is requesting council approval of a secondary off the island data center site.

II. CURRENT SITUATION

1. As part of the FY 2017 Technology Improvement Fund budget, multiple IT infrastructure improvements were included for the modernization of older data center equipment and provisioning the older technology for use at a secondary off-site data center.



2. Modernization of the production data center equipment has been completed releasing the older equipment to be repurposed.
3. The City intends to secure space at a data center located off the island allowing for replication of its mission critical data, which is a superior solution to the current tape backup program currently in place. To implement this solution, the City is responsible for providing all equipment necessary to support data replication. The redesigned data center infrastructure plan leverages the use of the existing equipment by deploying it to the off-site facility for data replication.
4. Equipment that was replaced at the City's production data center is now available to be provisioned for use at a secondary location. This hardware and supporting mission critical software applications will be installed and configured to run production versions of the City mission critical systems at the off-site facility. Should the primary Data Center experience a disruption, the secondary site would enable recovery of the City's systems in a reduced period of time compared to the backup tapes currently in place. Once activated, staff would be capable of restoring critical City applications via the backup facility equipment in a timely manner.
5. ANICO owns and operates a highly secured data center facility in League City and has agreed to provide the City space in its facility to support off-site operations. Under the terms of the proposed agreement, ANICO will provide the City with server storage space in an emergency situation. The City is responsible for providing all equipment, including hardware (servers, storage, and networking equipment) and a secure, high speed internet connection at the off-site disaster recovery location.
6. The City's production data center hosts the majority of its in-house and third party systems and provides storage of data and digital information used across all city services. Server and network downtime has a significant impact on business continuity and service delivery; every service area within the City is dependent on technology services, including communications tools such as email, phone services, and the financial and utility billing software applications.
7. Although the solution would not eliminate downtime in the event of a disaster, the time needed to bring mission critical systems back online would be substantially reduced.

III. ISSUES

1. The City doesn't currently have an off-site disaster recovery solution. By replacing the existing production SAN arrays with new a higher performance array and updating server computing power, the City is now capable of leveraging its current technology to be repurposed for use at an off-site location.
2. The City's existing tape back-up solution is inadequate to meet the needs of the City for disaster recovery. Current practices do not provide the City essential off-site data redundancy. Although phase one of the modernization project is complete, the City remains dependent on tapes for backup of mission critical data until additional storage equipment and a secondary data center site can be secured and implemented.



3. The City relies upon electronic computer based systems for the delivery of its services. In the event of a disaster such that City offices are destroyed or otherwise unavailable, the City needs to have the technology and arrangements in place to ensure system and operational sustainability.
4. Major and prolonged failure of the City's IT systems as a result of an event or disaster is likely to negatively impact the City's ability to provide normal and customary services to its residents and businesses.

IV. ALTERNATIVES

1. Do nothing. Continue utilizing the current disaster recovery plan in place. Data is stored offsite and tapes are transported manually on a weekly basis causing the potential of seven (7) days of data loss. In addition, the time to recovery would be unacceptably long due to the time it takes to restore the required systems and data from tape and therefore not the recommended option.
2. Enter into a partnership with ANICO that provides the City with greater disaster recovery and resilience capabilities.

V. RECOMMENDATION

Approve and authorize the Manager (after review of the City Attorney) to execute an agreement with ANICO for the City's use of its Data Center for system redundancy and temporary emergency operations during an event or disaster.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	N/A
Costs of implementation:	No Cost



Agreement between the City of Galveston, Texas
and
American National Insurance Company
for
Temporary Emergency Operations Facility Use & Data Center Space Usage

THIS AGREEMENT is made and entered by and between the City of Galveston, a body politic and corporate under the laws of the State of Texas, herein called the "City" and American National Insurance Company, a Texas insurance company ("ANICO"), as the owner of Office Building (as defined herein), the Data Center (as defined herein) and the Hotel (as defined herein)

RECITALS

WHEREAS, the City is a Texas home rule municipality located in Galveston County, Texas;; and

ANICO is a Galveston, Texas-based insurance company maintaining several multi-story office facilities and other improvements located within the corporate limits of the City of League City, Texas (all such facilities being, collectively, the "ANICO Property"), including, without limitation, that certain data storage and computer processing facility located at 3030 Invincible Circle, League City, Texas (the "Data Center") and a hotel resort facility being part of the ANICO Property known as "South Shore Harbour Resort (the "Hotel"); and

WHEREAS, the City and ANICO recognize the vulnerability of the citizens and the property located within the jurisdiction of the City to injury, loss of life, and property resulting from hurricanes, tropical storms and other natural disasters, and recognize that such disasters and/or emergencies may present situations which require the transportation and sheltering of emergency operations staff on an "as-needed" basis; and

WHEREAS, the City and ANICO wish to make suitable arrangements for furnishing mutual assistance in coping with emergencies and/or disasters that may affect and/or disrupt, on a long-term basis, the operations of the City; and

WHEREAS, the City and ANICO mutually recognize and agree that ANICO maintains the Hotel and the Data Center within the corporate limits of the City of League City, Texas that may be reasonably used for the sheltering of emergency operations and personnel of the City, on a non-exclusive basis, in the event of an emergency and/or disaster which prohibits the use by the City or its personnel of the City's current facilities; and

WHEREAS, the City and ANICO mutually recognize and agree that the Data Center, additionally, maintains battery backup and generator power, and is willing to let the City house up to two (2) Server Racks within the Data Center; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

A. ANICO agrees that upon written notification of an impending emergency and/or disaster by the City, and at such time as tropical storm winds (sustained winds of 39 mph or greater) are recorded by the National Weather Service ("NWS") at Galveston, Texas, ANICO will allocate shelter at the Hotel reasonably adequate to house a team of up to 6 officials of the City and provide shelter within Conference Room located within the Data Center's second floor, such space being reasonably adequate to house a team of up to 6 officials of the City to serve as an emergency operations command post. Such shelter shall be made available within a reasonable time of the City's notice regarding the impending emergency and/or disaster, and shall continue until a reasonable time after such emergency and/or disaster has ceased, not to exceed five (5) days from the date on which the emergency and/or disaster occurred unless agreed to by ANICO in writing.

B. All personnel assigned by the City to occupy the space provided by ANICO shall be identified by Identification Card (as defined herein). Such personnel shall provide for their own supplies consisting of, among other things, bedding, clothing, food/water and health supplies for the duration of their period of occupancy. If reasonably required to maintain the security of either facility, ANICO may require that all such persons be provided with security badges for entry and exit from such facility, such cost to be the responsibility of the City.

C. City agrees that no ingress or egress shall occur from either the Hotel or the Data Center during such time that hurricane force winds (74 mph or greater) are recorded by the NWS at or near the ANICO Property (such period being "lockdown"). ANICO shall designate at least one individual as its On-Site Representative (as defined herein), either of which, if more than one, being able to make decisions for ANICO as would be applicable to this Agreement. ANICO shall have the sole determination as to when all or any portion of the ANICO Property, including, without limitation, the Hotel or Data Center, as applicable, is in lockdown.

D. City agrees that ANICO may reserve the option to order an evacuation and Closure (as defined herein) of any of the buildings located within the ANICO Property, including, without limitation, the Hotel and/or the Data Center in the event it is determined by the National Weather Service that the center of a Category 4 or greater hurricane is expected to make landfall within a distance of 50 miles of Galveston, Texas; provided, however, that ANICO exercises such option not less than 48 hours prior to the recording of tropical storm winds (sustained winds of 39 mph or greater) at Galveston, Texas.

E. ANICO agrees that City may utilize up to 6 parking spaces on a non-exclusive basis within the surface parking lot, such lot being located in proximity to the Data Center (the "DC Parking Lot"). The parties hereto agree that not less than 2 days prior to the date on which tropical storm winds (sustained winds of 39 mph or greater) are anticipated by the NWS to reach Galveston, Texas, City shall have a right to block off spaces within the DC Parking Lot and monitor the accommodation of such vehicles so as to meet the timeline to house up to 6 City-owned vehicles; provided, however, that ANICO shall have full control over the operation of and parking within the DC Parking Lot, including, without

limitation, the right to designate which portions of the DC Parking Lot may be used by the City. Further, both parties hereto agree and acknowledge that all such spaces granted to the City need not be located together within the DC Parking Lot, and ANICO shall use commercially reasonable efforts to ensure all such spaces are in reasonable proximity of each other. City agrees to initiate the sheltering of vehicles within the DC Parking Lot no sooner than twenty-four (24) hours prior to the recording of tropical storm winds (sustained winds of 39 mph or greater) by the NWS at Galveston, Texas. City agrees to remove all such vehicles in a safe and orderly manner once it is determined that the threat of bodily injury and/or property damage associated with a storm has ceased, such time not to exceed five (5) days from the date on which the storm made landfall.

F. City agrees that ANICO may be offering limited or no services in regard to food service and maid service at the Hotel and/or the Data Center, depending on the condition of the pending storm and limited evacuation of hotel staff. Further, the City agrees and acknowledges that any and all costs associated with food service to any personnel of the City shall be the sole responsibility of the City and/or such personnel. Additionally, ANICO shall in no way be required to provide any form of shower or bath facilities for any such personnel staying within the Data Center above that which may be currently available within the facility.

G. City agrees that all personnel assigned to the Hotel shall limit their activities and presence to guest rooms and floors assigned to them and limited public areas designated by the onsite representative of ANICO. Additionally, City agrees that all personnel assigned to the Data Center shall limit their activities to the room assigned to them and the other limited public areas within the Data Center as may be designated by the onsite representative of ANICO.

H. It is agreed upon by both parties that any emergency personnel that occupy guest rooms prior to and during any potential storm shall vacate the rooms immediately upon request of ANICO after the storm has passed the hotel building. All guestrooms are under strict contract with ANICO immediately after such events for housing of ANICO's essential personnel and displaced staff. However, if rooms become available, they will be at the Standard Government rate.

I. In the event it is determined that ANICO has incurred any expense directly related to the City's exercise of the rights afforded to it under this Agreement, City agrees to reimburse ANICO for any such expenses upon the presentation of an itemized report bearing the signature of ANICO's on-site representative.

J. Definitions of terms used in this Agreement:

1. "Lockdown" or "lockdown" — As defined in Section A above.
2. Identification Card — Driver's license or other government-issued identification with photo and City issued employee identification credentials.
3. Closure — A period of time, as designated by ANICO, when any portion of the ANICO Property will not be occupied by the City or ANICO.

- 4, ANICO On-Site Representative — An ANICO officer or property manager, whether one or more, for all or any portion of the ANICO Property, able to make decisions for ANICO as would apply to this Agreement.

K. ANICO agrees to let the City utilize space within their Data Center for up to 2 Server Racks at no cost to the City. The City will pay for the costs and expenses to get the fiber optic or any other connectivity into the Data Center. The City will provide a list of City personnel who are authorized to access the Data Center. ANICO agrees to give escorted access to those City personnel whose names are on the authorized list. This list will be reviewed every year by both parties and adjusted as necessary. Those said personnel must be on the authorized list referenced herein and have their proper Identification Card available for ANICO security staff and ANICO employees in order to have escorted access to the Data Center.

L. Notwithstanding anything herein to the contrary, the parties hereto agree and acknowledge that in the event that ANICO cannot provide for City personnel accommodations within either of the Hotel or the Data Center or cannot provide the required parking in the DC Parking Lot, ANICO shall have the right to provide such accommodations and/or parking within other facilities located within the ANICO Property that are reasonably equivalent to that provided for in the Hotel or Data Center, as applicable.

M. This Agreement shall be in force and effect from the date of execution hereof for a term of three (3) years. Notwithstanding the foregoing, either party hereto may elect to terminate this Agreement at the end of each term, provided such option is exercised during the period beginning on January 1 and ending March 31 during each year of the term of the Agreement by providing written notice to the other party delivered to the address below:

If to City: City of Galveston, Texas
Office of the City Manager
P.O. Box 779
Galveston, Texas 77553

If to ANICO: American National Insurance Company
Attn: Scott Brast, Senior Vice President
2525 South Shore Blvd, STE 207
League City, TX 77573

The City shall at all times operate as an independent contractor and not as an officer, agent, servant or employee of ANICO. ANICO shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, licensees or invitees. Nothing herein shall be construed as creating a partnership or joint enterprise between City and ANICO.

This Agreement sets forth the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof, superseding all prior discussions, negotiations, understandings and agreements. Time is of the essence for all matters provided for herein. This

Agreement may be executed in multiple counterparts, each of which being deemed an original and all of which, when combined, being one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY RESERVED]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2017.

AMERICAN NATIONAL INSURANCE COMPANY

By:
Name: _____

Title: _____

CITY OF GALVESTON, TEXAS

By:
Name: _____

Title: _____

Attest:

<name>, City Secretary



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

December 6, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Chief Information Technology Officer

RE: Consider for approval continued participation in the League City OSSI GRID Consortium with annual renewal fee of \$ 35,421.76 to maintain off-site system servers, allowing full access to the multi-agency records management system. Funding for this expenditure is budgeted in the Police Department's Service Support Contracts line.

I. BACKGROUND

1. The Galveston Police Department participates in the League City Consortium. The Department was able to purchase the OSSI records management system at a reduced cost through the Consortium.
2. The Consortium enhances each participating agency's capabilities to share information allowing for more effective, efficient law enforcement practices.
3. The Police Department is able to function off-site in the event of an emergency. The Police Department's personnel has the ability to receive and dispatch calls from the mainland as well as maintain records safe and secure.
4. Consortium member agencies have the ability to benchmark services using the same data making it feasible to determine effectiveness, crime trends, forecasting and other comparative statistics.

II. CURRENT SITUATION

1. On July 11, 2013, City Council approved an inter-local agreement with the City of League City to implement and operate the multi-agency Gulf Region Information and Dispatch (GRID) system.
2. Since that time, system maintenance has been paid annually to participate in the Consortium.



III. ISSUES

1. Cost – The total cost of the Police Department’s share of the maintenance and operations of the servers is \$ 35,421.76.
2. Timing – The expenditure is necessary immediately to continue participation.
3. Departmental improvements – Funding enhances every aspect of the department’s service delivery, from dispatching and responding to calls to investigations and records maintenance.

IV. ALTERNATIVES

1. Approval of the continuation of the League City OSSI GRID Consortium project.
2. Do not approve the continuation of the League City OSSI GRID Consortium project and lose access to its services.

V. RECOMMENDATION

Approve the continuation of the League City OSSI GRID Consortium for the next annual period for a total cost of \$ 35,421.76.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Police Services Support – Maintenance Contracts
Costs of implementation:	\$ 35,421.76

**City of League City**

Accounts Receivable
300 West Walker
League City, TX 77573
(281) 554-1000

INVOICE

Invoice Date	Invoice No.
08/17/2017	1205
Customer Number	
22040	
Invoice Total Due	
\$35,421.76	
Amount Paid	
\$0.00	

City of Galveston
Attn: Accounts Payable
P O Box 779
GALVESTON, TX 77553

Due Upon Receipt

COPY

Quantity	Description	Unit Price	Original Bill	Adjusted	Paid	Amount Due
1	GRID FEES GRID FEES FY 17 CONSORTIUM COST MATRIX \$16,267.25 - SUNGARD MAINTENANCE FOR SOFTWARE PACKAGES/INTERFACES FOR GRID \$4,353.30 - SERVER MAINTENANCE, CAPITAL REPLACEMENT, SFOTWARE & SOW'S \$14,801.21 - GRID STAFFING SERVICES TOTAL = \$35,421.76	35,421.76	\$35,421.76	\$0.00	\$0.00	\$35,421.76

Invoice Total: \$35,421.76

Due Date: 08/31/2017
Name: City of Galveston
Customer No: 22040
Invoice No: 1205
Total Due: 35,421.76

Remit and make check payable to:
CITY OF LEAGUE CITY
ATTN: Accounts Receivable
300 WEST WALKER
LEAGUE CITY, TX 77573



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

December 6, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Chief Information Technology Officer

RE: Consider approving the renewal of the City's Kronos software maintenance and support agreement in the amount of \$ 31,572.03.

I. BACKGROUND

The police department purchased and began using Kronos in 2003 to meet timekeeping needs. The software originally ran on an AS-400 mini-computer. It aided GPD in correctly calculating officer time and accruals. The software also aided them in eliminating the errors that were inherent to the paper timekeeping system. In 2005 licenses were purchased and an implementation was completed for the rest of the City to join GPD in using Kronos for its timekeeping needs, replacing its paper system. The rest of the City was also aided by the increased accuracy and efficiency of the timekeeping process. The City of Galveston continued to use the AS-400 version of Kronos until it moved to the Windows version of the software in 2013.

II. CURRENT SITUATION

The City of Galveston's annual software maintenance is due for renewal. This contract provides the City with software updates and technical support. The software updates provide software periodically as it released by the software manufacturer. This allows the technology team to keep the City's system up to date. Without this contract the entire system would have to be periodically purchased at current prices when upgrades were necessary. This contract provides Galveston the ability to seek assistance with through the proprietary software vendors support for resolving both software and time clock issues.



III. ISSUES

1. Without a current maintenance contract. software upgrades and support would have to be purchased at original purchase prices; which are much higher than maintaining a current contract.
2. Without a current maintenance contract the technology team would be unable to guarantee the health of the solution nor be capable of correcting errors due to the proprietary nature of the software.
3. Without a current maintenance contract we risk losing, the functionality of our timekeeping system and all the data that resides in it.

IV. ALTERNATIVES

1. Discontinue this maintenance contract and the City loses access to software upgrades and technical support. Without technical support the City risks losing the use of its timekeeping system.
2. Purchase a time keeping system from another manufacturer or go back to a paper system. Our current Kronos system cost the City of Galveston \$350,000 when originally purchased any competing software system would have a similar level of expense to purchase. There would also be addition expenses incurred for a new software implementation and training. The paper timekeeping system was full of points for error. The accruals for Vacation and Sick time were not accurate and the speed of processing Payroll was slower and less efficient.

V. RECOMMENDATION

Approve the renewal of the maintenance and support contract for a total cost of \$31,572.03.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$ 31,572.03.

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number: PENDING PO

Quote Type: Renewal
Customer: CITY OF GALVESTON
Solution ID: 6011383
Contract #: 1016437 R27-OCT-17
Date: 28-NOV-2017
Prepared by: Equienthalyn LaGrone / US West6

Bill To: CITY OF GALVESTON
PO BOX 779
GALVESTON TX 77553
UNITED STATES

Ship To: CITY OF GALVESTON
2517 AVE H - SUITE 100
IT SERVICES
GALVESTON TX 77550
UNITED STATES

Contact: RYAN YOUNG
Email: youngrya@cityofgalveston.org

CONTRACT SUMMARY

Contract Period: 25-FEB-2018 - 24-FEB-2019

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	20,703.94	0.00	20,703.94
Equipment Support Services	10,868.09	0.00	10,868.09
Total	31,572.03	0.00	31,572.03

Annualized Contract Value: 31,843.08

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF GALVESTON

Signature: _____

Name: _____

Title: _____

Date: _____

KRONOS INCORPORATED

Signature: _____

Name: _____

Title: _____

Date: _____

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number: PENDING PO

Quote Type: Renewal
Customer: CITY OF GALVESTON
Solution ID: 6011383
Contract #: 1016437 R27-OCT-17
Date:
Prepared by: Equienthalyn LaGrone / US West6

Bill To: CITY OF GALVESTON
 PO BOX 779
 GALVESTON TX 77553
 UNITED STATES

Ship To: CITY OF GALVESTON
 2517 AVE H - SUITE 100
 IT SERVICES
 GALVESTON TX 77550
 UNITED STATES

Contact: RYAN YOUNG
Email: YoungRya@cityofgalveston.org

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE ACCRUALS V8	1,000	25-FEB-2018	24-FEB-2019	365
2	Gold	WORKFORCE EMPLOYEE V8	500	25-FEB-2018	24-FEB-2019	365
3	Gold	WORKFORCE INTEGRATION MANAGER V8	1,000	25-FEB-2018	24-FEB-2019	365
4	Gold	WORKFORCE MANAGER V8	150	25-FEB-2018	24-FEB-2019	365
5	Gold	WORKFORCE TIMEKEEPER V8	1,000	25-FEB-2018	24-FEB-2019	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	20,703.94	0.00	20,703.94

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	23	25-FEB-2018	24-FEB-2019	365
2	Depot Exchange	Options: InTouch	25	25-FEB-2018	24-FEB-2019	365
3	Depot Exchange	Data Collection: InTouch	1	24-OCT-2018	24-FEB-2019	124
4	Depot Exchange	Options: InTouch	1	24-OCT-2018	24-FEB-2019	124

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	10,868.09	0.00	10,868.09



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

November 8, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Chief Information Technology Officer

RE: Consider approving the renewal of the City's Utility Management Solution technical support and maintenance agreement for \$32,575.

I. BACKGROUND

In 2011 the City of Galveston initiated an RFP process to find a replacement for its existing utility billing software system. After an extensive process involving many bid proposals, and two site visits, the City selected Utility Management Solution (UMS) by Continental Utility Solutions Inc. (CUSI). The system was implemented in 2012 and has been in production use since then. The UMS system maintains records on all water accounts in the City, interfaces with the City's water meter service provider and produces the monthly water bills.

II. CURRENT SITUATION

The technical support and maintenance renewal for the City's Utility Management Solution system is due. This contract is provided by the software manufacturer, CUSI, and provides the City with new software releases and technical support. The City currently maintains over 26,000 active water accounts and almost 28,000 water meters.

III. ISSUES

1. This is a proprietary software solution that cannot be supported by other 3rd party vendors.
2. The agreement provides the City rights to all updates for the licensed software, including new releases which may also provide functional enhancements and error correction.
3. The City has been granted software license use rights in executable form only and is restricted from making any modifications to the software solution limiting its ability to correct deficient program code errors as needed.



IV. ALTERNATIVES

1. Purchase a utility billing system from another software manufacturer. When UMS was purchased there was \$350,000 dollars budgeted for the project. The cost of a new software system would be at least that amount now. Then there is the additional expense of the required man hours to implement the system. When UMS was implemented it was over a six month project, the man hours involved would be extensive
2. Renew the technical support and maintenance agreement for an additional one (1) year period.

V. RECOMMENDATION

Approve the renewal of the annual maintenance support in the amount of \$ 32,575.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Customer Service Maintenance Account
Cost:	\$ 32,575



CONTINENTAL UTILITY SOLUTIONS, INC.

Invoice

Invoice Date 9/19/2017

Invoice # U22007

Due Date 10/4/2017

Bill To

CITY OF GALVESTON
Accounts Payable
PO Box 779
Galveston, TX 77553

PLEASE REMIT TO:

Continental Utility Solutions, Inc.
P.O. Box 1515
Jonesboro, AR 72403

800-240-1420

Invoice Questions: Option 4

Technical Support: Option 2

Bill Form Orders: Option 3

		PO #	Terms	Rep
		CUSI	15 Days	CUSI
QTY	Description	Price Each		Amount in US Dollars
1	CUSI Customer Web Portal Annual Service - 10/31/17-10/31/18 - Includes Hosting, Backups, Updates, Maintenance and Support	1,500.00		1,500.00
	Tax	0.00%		0.00

Total

\$1,500.00

Payments/Credits

\$0.00

Thank you for choosing CUSI as your software provider!

Balance Due

\$1,500.00



CONTINENTAL UTILITY SOLUTIONS, INC., INC.

*Customer
Service*

Invoice

Invoice Date 9/15/2017

Invoice # M14489

Bill To:

CITY OF GALVESTON
PO Box 779
Galveston, TX 77553

PLEASE REMIT TO:

Continental Utility Solutions, Inc.
P.O. Box 1515
Jonesboro, AR 72403

800-240-1420
Invoice Questions: Option 4
Technical Support: Option 2
Bill Form Orders: Option 3

Description	Quantity	Amount in US Dollars
Annual Maintenance & Technical Support 10/31/17-10/31/18	1	31,075.00
Tax		0.00

To ensure your payments are properly credited to your account, please validate your remittance systems have the correct remittance address:
PO Box 1515, Jonesboro, AR 72403

We appreciate your business!

Total

\$31,075.00

Payments/Credits

\$0.00

Balance Due

\$31,075.00



City of Galveston

OFFICE OF THE CITY SECRETARY

PO Box 779 | Galveston, TX 77553-0779
citysecretary@galvestontx.gov | 409-797-3510

November 14, 2017

To: Brian Maxwell, City Manager

From: Janelle Williams, City Secretary

RE: Consider for approval a contract for election services between the City of Galveston and Galveston County for the purposes of holding a City Election on May 5, 2018.

I. Background

- A. The City of Galveston contracts with Galveston County for election services pursuant to Texas Election Code, Chapter 31.
- B. The City Council will consider calling a general election on May 5, 2018 for the purposes of electing a Mayor and Council Members for Districts 1 through 6.

II. Current Situation

- A. Approval of the election services contract is needed in order to move forward with the May 5, 2018 election.
- B. The deadline to submit an approved and executed contract to Galveston County is January 25, 2018.

III. Issues

- 1. Cost – estimated total cost for the general election is \$40,000, dependent on how many entities within Galveston County share the total cost of the countywide election. Estimated cost for a possible runoff election is \$20,000.
- 2. Timing – approval is needed prior to January 25, 2018.

V. Recommendation

Staff's recommendation is approval of the contract between the City and the County for election services.

VI. Fiscal Impact Report

Requested by: Janelle Williams, City Secretary

Funding Source: Election Services Account

One-time cost: (1) approximately \$40,000.00 for general election
(2) approximately \$20,000 for runoff election

Respectfully Submitted,
Janelle Williams
City Secretary



Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this ____ day of _____, 20____ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Brian A. Maxwell, City Manager on behalf of the City of Galveston ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: 2018 General Election

May 5, 2018
Election Date

June 16, 2018
Runoff Election Date

Early Voting will be held on April 23-27, 2018 from 8 a.m. to 5 p.m. and April 30-May 1 with the polls being open from 7 a.m. to 7 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.

[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.

[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]

1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

[Cost: Included in the 10% election fee]

1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

- 1.5. Provide Ballot by Mail services for the Entity.

[See the Fee Schedule]

- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$40 for attending training.

- 1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.

- 1.8. Provide the Entity ****and where possible the candidates running for office***, a sample ballot for them to proof and approve or provide corrections.

[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

- 2. Duties and Services of the Entity.** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 26, 2018**. Contracts submitted after this date will require a \$500 fee ***which will be non-refundable regardless of whether the Entity cancels its election.***

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after February 28, 2018, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by

February 21, 2018. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 21, 2018**. All language on the ballot must be provided in both English and Spanish in a Word format. In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

- 2.7. Return to Galveston County, by March 16, 2018 by noon, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than March 21, 2018.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and should Galveston County be unable to provide the services in a timely and accurate manner the Entity shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

- 2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after January 26, 2018, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of February 20, 2018. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$50 per kit
- b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
- c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate.
- d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$125 delivery per location

- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$50 per person per class
- i) Two or more electronic poll books will be deployed (at the discretion of the Elections Division) to each polling location.
Cost: \$125 each
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Base cost of \$10 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).***
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to Galveston County prior to Election Day.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098,

Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic 6.1 e-Slate System will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

<u>Janelle Williams, City Secretary</u>	<u>409-797-3510</u>
Name	Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 eSlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs

relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity:

Janelle Williams, City Secretary

City of Galveston

Phone: 409-797-3510

823 Rosenberg, Suite 201

Email: jwilliams@galvestontx.gov

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with

respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20____.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: _____

- | | |
|---|------------------------------------|
| ☒ City Manager | ☐ Mayor |
| ☐ Superintendent | ☐ President |
| ☐ City Secretary | ☐ Other |
| ☐ Chair County Executive Committee | |

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: April 30-May 1

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

November 22, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Barbara Ekelund-Sanderson
Director of Parks and Recreation

RE: CONSIDER FOR ACCEPTANCE THE IN-KIND DONATION OF NINETEEN (19) PALM TREES TO BE PLANTED IN THE ESPLANADES ON 25TH STREET, AND VALUED AT \$50,000.00, FROM THE GALVESTON FOUNDATION.

I. Background

- A. The Galveston Foundation has chosen to donate nineteen (19) palm trees, valued at \$50,000.00, to be planted in the esplanades on 25th Street and maintained by the Parks and Recreation Department.
- B. The nineteen (19) palm trees will be planted in several new locations along the esplanades on 25th Street, as well as in locations that previous dead palm trees stood before they were recently removed by City staff in preparation for this donation.

II. Current Situation

Whether to accept the in-kind donation of nineteen (19) palm trees to be planted in the esplanades on 25th Street, and valued at \$50,000.00, from the Galveston Foundation.

III. Issues

- 1. Cost – No additional cost.
- 2. Timing – No Timing Issues
- 3. Impact or ramifications – There will be no consequences with this acceptance; only a positive impact on the community.
- 4. City staff recommends accepting this donation.

IV. Alternatives in order of priority

- A. City council accepts the in-kind donation of nineteen (19) palm trees to be planted in the esplanades on 25th Street, and valued at \$50,000.00, from the Galveston Foundation.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

1. Cost – No additional cost.
2. Timing – No timing issues
3. Impact or ramifications – The esplanades on 25th Street will be replenished with 19 healthy palm trees, adding additional beauty and enhancing a heavily-traveled City corridor.

B. City Council does not accept the in-kind donation of nineteen (19) palm trees to be planted in the esplanades on 25th Street, and valued at \$50,000.00, from the Galveston Foundation.

1. Cost – No additional cost.
2. Timing – No timing issues.
3. Impact or ramifications – The esplanades on 25th Street will remain the same, and there will be no added benefit to the heavily-traveled corridor or community.

V. Recommendation

Concur in Alternative A and accept the in-kind donation of nineteen (19) palm trees to be planted in the esplanades on 25th Street, and valued at \$50,000.00, from the Galveston Foundation.

VI. Fiscal Impact Report

Requested by:	Barbara Ekelund-Sanderson Director of Parks and Recreation
Funding Source:	N/A
Costs of implementation:	No Cost
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A

Respectfully Submitted,

Barbara Ekelund-Sanderson
Director of Parks and Recreation

Approved,

Brian Maxwell
City Manager





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

November 27, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Barbara Ekelund-Sanderson, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL CHANGE ORDER #2 FROM HOU-SCAPE, INC., FOR THE LITTLE LEAGUE BALL PARK COMPLEX PROJECT AT CROCKETT PARK, IN THE AMOUNT OF \$13,713.36, INCREASING THE CONTRACT AMOUNT FROM \$3,704,976.48, TO \$3,718,689.84. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background:

- A. In March of 2012, the City of Galveston adopted the current Parks, Recreation, and Open Space Master Plan. The number two priority for improvements is “Repair/Rehabilitation of Existing Parks” and number six is “Tournament Facilities”.
- B. The Industrial Development Corporation approved \$325,000.00 for Professional Services / Design for the new Little League Ball Park Complex.
- C. The IDC Parks Silo CIP projected spending \$4.6 Million in FY 2017 (\$3.8 M) and 2018 (\$800k) for the construction costs of Phase I and II on the project. This fiscal year, the IDC and City Council approved \$3.8 Million for construction. This amount will also include Bid Alternates #3, #4, and #5, which are the Elementary School West Side Parking Lot, the Walking Trail, and the Multi-purpose field/landscape and irrigation.
- D. Bids were received on June 6, 2017 at 10:00 a.m. and Hou-Scape, Inc. was the lowest bidder. City Council awarded the contract to Hou-Scape, Inc. for an amount of \$3,606,933.00 on June 23, 2017.
- E. Change Order #1, increasing the original contract by \$98,043.48 from \$3,606,933.00 to \$3,704,976.48 and extending the contract term by five (5) days was unanimously approved by City Council on August 10, 2017, Item 11E.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

II. Current Situation:

- A. Change Order #2 provides for the separation of the domestic water line from the fire line, and the installation of reduced pressure zone backflows with above the ground enclosures, in lieu of the specified double check valves in below ground boxes.
- B. Burditt Consultants recommends approval of Change Order #2. (Letter attached).

III. Issues:

Whether to approve Change Order #2 from Hou-Scape, Inc. for the Little League Ball Park Complex Project at Crockett Park, in the amount of \$13,716.36, increasing the contract amount from \$3,704,976.48 to \$3,718,689.84.

IV. Alternatives in order of priority:

- A. City Council approves Change Order #2 from Hou-Scape, Inc., for the Little League Ball Park Complex Project, in the amount of \$13,716.36, increasing the contract amount from \$3,704,976.48 to \$3,718,689.84.
- B. City Council does not approve Change Order #2 from Hou-Scape, Inc., for the Little League Ball Park Complex Project, in the amount of \$13,716.36, increasing the contract amount from \$3,704,976.48 to \$3,718,689.84.

V. Recommendation:

- C. Concur in Alternative A and approve Change Order #2 from Hou-Scape, Inc., for the Little League Ball Park Complex Project, in the amount of \$13,716.36, increasing the contract amount from \$3,704,976.48 to \$3,718,689.84.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

VI. Fiscal Impact Report:

Requested by:

Barbara Ekelund-Sanderson
Director of Parks & Recreation

Funding Source:

Parks Silo IDC 4B Sales Tax Fund

Construction Cost:

\$3,718,689.84 (increase of \$13,713.36)

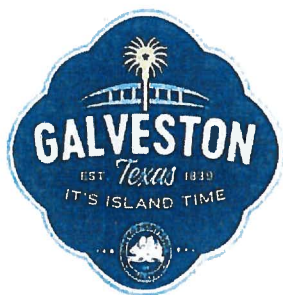
Respectfully Submitted,

Approved,

Barbara Ekelund-Sanderson
Director of Parks and Recreation

Brian Maxwell
City Manager





Crockett Park @ 53rd Street
Contract Change Order Number 2

Consultant: Burditt Consultants, LLC 310 Longmire Rd. Conroe, Texas 77304 Phone No.: 936.756.3041	Owner: City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Hou-Scape, Inc. 17725 Telge Rd. Cypress, Texas 77429 Phone No.: 281.579.6741 Agreement Date: 08/04/17
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$3,606,933.00		Original Contract Time: 280 days
Previous Change Order(s): No. 1 to No. 1 \$ 98,043.48		Net Change From Previous Change Orders: 5 days
Contract Price Prior to this Change Order: \$3,704,976.48		Contract Time Prior to this Change Order: 285 days
Net Increase/Decrease of this Change Order: \$ 13,713.36		Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$3,718,689.84		Contract Time With all Change Orders: 285 days
Cumulative Percent Change in Contract Price (+/-): .0310%		Construction Contract End Date: (mm/dd/yy) 05/16/18

RECOMMENDED:

By: [Signature]
BURDITT CONSULTANTS

APPROVED:

By: _____
CITY OF GALVESTON

ACCEPTED:

By: [Signature]
HOU-SCAPE, INC.

Date: 10-27-2017

Date: _____

Date: 11/27/2017

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

Date: Nov 27, 2017

Attention: Mr. Brandon Cook
Assistant City Manager
City of Galveston, TX

Barbara Sanderson
Director of Parks and Recreation
City of Galveston, TX

RE: Crockett Park @ 53rd St
ITB Number: 17-027
Recommendation Letter – Change Order 2

Burditt Consultants LLC received from Hou-Scape Inc. Change Order #2. This change order provides for;

- 1) The City requested reduce pressure zone backflows with above the ground enclosures in lieu of the specified double check valves in below ground boxes.
- 2) And for separating the domestic water line from the fire line.

There are four RPZ's backflows with enclosures. Three RPZ's are for irrigation with two irrigation connections in Crockett Park and one irrigation connection in Galveston ISD property. The fourth RPZ with enclosure is for the domestic water connection into Crockett Park.

The additional piping is for separating the domestic and fire lines.

The Contract Cost increase is \$13,713.36. There is no increase to the project time.

Please refer to the attached CO #2 request from Hou-Scape Inc. for further details.

Approval of Change Order #2 is recommended.

Respectfully submitted,



Leroy Collins RLA, LI, CPSI
Burditt Consultants LLC
310 Longmire Rd.
Conroe, TX 77302
936-756-3041 office

CC: Charles Arthur, Hou-Scape Inc.
Paula Hill, Hou-Scape Inc.
City of Galveston Staff

**CHANGE
ORDER**

AIA DOCUMENT G701

Distribution to:

OWNER x
ARCHITECT x
CONTRACTOR
FIELD
OTHER

PROJECT: Crockett Park
City of Galveston
P.O.Box 779
Galveston, Texas 77553

CHANGE ORDER NUMBER: 2

INITIATION DATE: 11/2/2017

TO (General Contractor): Hou-Scape, Inc.
P.O.Box 2449
Cypress, Texas 77410

PURCHASE ORDER # P1701996

CONTRACT FOR: Crockett Park

CONTRACT DATE: August 4, 2017

You are directed to make the following changes in this Contract:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Add Domestic Water Line	
380 L.F. of 3" Schedule 40 PVC Pipe installed	\$1,696.32
(4) 2" RPZ Installed	\$5,157.36
(4) Stainless Steel Enclosures Installed	<u>\$7,972.08</u>
Deduct (3) 2" Double Checks on Concrete.	
(3) 2" Double Checks on Concrete	-\$1,112.40
Total	\$13,713.36

This Subcontract Change Order is issued as a supplement to the above Subcontract/Agreement. The terms, conditions and stipulations of said Subcontract/Agreement shall remain in full force and effect and apply hereto, except as specifically noted herein. This Subcontract Change Order, if not executed within ten (10) calendar days from date above shall be deemed to have been accepted. Acceptance of this Subcontract Change Order constitutes a final settlement of all matters relating to the Change in the Work which is the subject of this Change Order, including, but not limited to, all direct and indirect costs associated with such Change and any and all adjustments to the Subcontract Sum and the Construction Schedule, including the cumulative effect of all Change Orders accepted to date.

The original (Contract Sum) (Guaranteed Maximum Cost) was.....	\$3,606,933.00
Net change by previously authorized Change Orders.....	\$98,043.48
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was.....	\$3,704,976.48
The (Contract Sum) (Guaranteed Maximum Cost) Will be (increased) (deceased) (unchanged).....	increased
by this Change Order.....	\$13,713.36
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be.....	\$3,718,689.84
The Contract Time will be (increased) (deceased) (unchanged) by.....	0 Days
The Date of Completion as of the date of this Change Order therefore is.....	5/16/2018

Authorized:

Owner
City of Galveston
Address
P.O. Box 779
Galveston, Texas 77551

Signature
Date

General Contractor
Hou-Scape, Inc.
Address
P.O. Box 2449
Cypress, Texas 77410

Signature

Date: 11/27/2017

Architect
Burditt Consultants, LLC
Address
310 Longmire Rd.,
Conroe, Texas 77304

Signature

Date: Nov 27, 2017



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Barbara Ekelund-Sanderson

RE: CONSIDER FOR APPROVAL THE EMERGENCY REPAIRS TO THE HVAC MECHANICAL EQUIPMENT AT THE MCGUIRE-DENT RECREATION CENTER, IN THE AMOUNT OF \$26,264.40, FROM GREGORY-EDWARDS, INC. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background

- A. The current heating and cooling system at McGuire-Dent Recreation Center was installed in September 2014. On November 6, 2017, smoke was detected in the air ducts throughout the facility and the Recreation Center temporarily closed to determine the cause of the smoke. Facility maintenance staff determined that immediate repairs to the HVAC system were needed.
- B. Gregory-Edwards, Inc. is the same mechanical contractor that originally installed the HVAC equipment in September 2014.
- C. The proposed repairs to the HVAC system at McGuire-Dent include the replacement of compressors, heat exchangers, condenser coils, EXV cores, and refrigerant (Quote attached).

II. Current Situation

Whether to approve emergency repairs to the HVAC mechanical equipment at the McGuire-Dent Recreation Center, in the amount of \$26,264.40, from Gregory-Edwards, Inc.

III. Issues

- 1. Cost – \$26,264.40
- 2. Timing – No timing issues
- 3. Impact or ramifications – It is necessary for the emergency repairs to occur or McGuire-Dent Recreation Center will be forced to temporarily close due to no cooling or heating system functionality.
- 4. No Departmental Issues





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

IV. Alternatives in order of priority

A. City Council approves emergency repairs to the HVAC mechanical equipment at the McGuire-Dent Recreation Center, in the amount of \$26,264.40, from Gregory-Edwards, Inc.

1. Cost - \$26,264.40
2. Timing – N/A
3. Impact or ramifications – It is necessary for the emergency repairs to occur or McGuire-Dent Recreation Center will be forced to temporarily close due to no cooling or heating system functionality.
4. City staff recommends this option.

B. City Council does not approve emergency repairs to the HVAC mechanical equipment at the McGuire-Dent Recreation Center, in the amount of \$26,264.40, from Gregory-Edwards, Inc.

1. Cost – No Cost
2. Timing - N/A
3. Impact or ramifications – Without these emergency repairs, McGuire-Dent Recreation Center will lack a functional heating and cooling system and the current HVAC system will not operate properly, which could lead to further damage to the unit and the temporary closure of the Recreation Center.

V. Recommendation

Concur in Alternative A and approve emergency repairs to the HVAC mechanical equipment at the McGuire-Dent Recreation Center, in the amount of \$26,264.40, from Gregory-Edwards, Inc.

VI. Fiscal Impact Report

Requested by:

Barbara Ekelund-Sanderson
Director of Parks and Recreation

Costs of implementation:

\$26,264.40

Respectfully Submitted,

Approved,

Barbara Ekelund-Sanderson
Director of Parks and Recreation

Brian Maxwell
City Manager





Gregory-Edwards, INC.
P.O. Box 801647
Houston, TX 77280-1647
713-523-6618 PH
713-523-0288 FX

PROJECT ESTIMATE

DATE: 11/16/2017

QUOTE ID:	2449	CONTACT:	Barbara Ekelund-Sanderson
CUSTOMER:	City of Galveston	DATE	11/16/2017
LOCATION:	2222 28th Street	SUBMITTED:	
STREET:	2222 28th Street	PREPARED BY:	Kelly Matlock
CITY:	Galveston, TX		

DESCRIPTION: Replace B2 compressors (3) and heat exchanger

SCOPE OF WORK: We are pleased to submit for your approval our quote for the following:

Replace 3 compressor on circuit B and heat exchanger

Includes:

Recover existing refrigerant in circuits A and B. Remove compressors and heat exchanger. Install new compressors and heat exchangers. Replace EXVs and install new drier cores. Evacuate chiller and charge with new refrigerant. All work to be done during normal business hours.

Compressors are covered under manufacturer's parts warranty. The warranty for the heat exchanger has expired.

Excludes:

Any labor, parts or material not listed in the above scope. Taxes not included.

ITEM	QUANTITY	UNIT PRICE	TOTAL
Total			\$22,320.40

SIGNATURE

PRINT NAME

DATE

GREGORY-EDWARDS, INC. TERMS OF AGREEMENT

Services, repairs or replacement necessitated by misuse, improper operation of covered equipment, negligence of customers, customers employees or invitees are not included in this Agreement. Gregory-Edwards, Inc. will not be liable for personal injuries, property damage, delay or default arising from causes reasonably beyond Gregory-Edwards, Inc.s control, such as restrictions, inspections, alterations or replacements required by insurance companies and/or municipal or governmental authorities, domestic or international problems, acts of God, interruptions of irregularities in electrical power or telephone services, embargoes, or the unavailability of material or parts. IN NO EVENT WILL GREGORY-EDWARDS, INC. BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER GREGORY-EDWARDS, INC. WAS ADVISED OF THE POSSIBILITY THEREOF.

WARRANTY:

Gregory-Edwards, Inc. warrants that its services will be performed in a good and workmanlike manner. Labor for installation of parts and equipment shall be warranted for a period of 30 days. Gregory-Edwards, Inc. does not warrant any equipment installed. The equipment is warranted by the manufacturer. Therefore, GREGORY-EDWARDS, INC. EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITIES OF ANY EQUIPMENT PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THE ABSENCE OF ANY DEFECTS IN EQUIPMENT, WHETHER LATENT OR PATENT, INCLUDING ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

PAYMENT TERMS:

Payment due in full upon 30 days of completion.

EXCLUSION:

Price does not include tax.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599 TACLA20552C ; MLP39225



Gregory-Edwards, INC.
P.O. Box 801647
Houston, TX 77280-1647
713-523-6618 PH
713-523-0288 FX

PROJECT ESTIMATE

DATE: 11/16/2017

QUOTE ID:	2450	CONTACT:	Barbara Ekelund-Sanderson
CUSTOMER:	City of Galveston	DATE	11/16/2017
LOCATION:	2222 28th Street	SUBMITTED:	
STREET:	2222 28th Street	PREPARED BY:	Kelly Matlock
CITY:	Galveston, TX		

DESCRIPTION: Install owner provided condenser coils

SCOPE OF WORK: We are pleased to submit for your approval our quote for the following:

Install owner provided chiller condenser coils

Includes:

Job is quoted to be done in conjunction with heat exchanger/compressor replacement. Quote is voided if not done in conjunction with above mentioned chiller repairs.

Excludes:

Any labor, parts or materials not listed in the above scope. Taxes not included.

ITEM	QUANTITY	UNIT PRICE	TOTAL
Total			\$3,944.00

SIGNATURE

PRINT NAME

DATE

GREGORY-EDWARDS, INC. TERMS OF AGREEMENT

Services, repairs or replacement necessitated by misuse, improper operation of covered equipment, negligence of customers, customers employees or invitees are not included in this Agreement. Gregory-Edwards, Inc. will not be liable for personal injuries, property damage, delay or default arising from causes reasonably beyond Gregory-Edwards, Inc.s control, such as restrictions, inspections, alterations or replacements required by insurance companies and/or municipal or governmental authorities, domestic or international problems, acts of God, interruptions of irregularities in electrical power or telephone services, embargoes, or the unavailability of material or parts. IN NO EVENT WILL GREGORY-EDWARDS, INC. BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER GREGORY-EDWARDS, INC. WAS ADVISED OF THE POSSIBILITY THEREOF.

WARRANTY:

Gregory-Edwards, Inc. warrants that its services will be performed in a good and workmanlike manner. Labor for installation of parts and equipment shall be warranted for a period of 30 days. Gregory-Edwards, Inc. does not warrant any equipment installed. The equipment is warranted by the manufacturer. Therefore, GREGORY-EDWARDS, INC. EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITIES OF ANY EQUIPMENT PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THE ABSENCE OF ANY DEFECTS IN EQUIPMENT, WHETHER LATENT OR PATENT, INCLUDING ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

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Payment due in full upon 30 days of completion.

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Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599 TACLA20552C ; MLP39225

CONTRACT FOR CONSTRUCTION SERVICES
Air Conditioner Repair

This Contract (the "Contract") is made and entered into this _____ day of _____, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Gregory Edwards Inc.**, a Texas corporation, located at **P.O. Box 801647 Houston, TX 77280-1647**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with Air Conditioner Repair within the City of Galveston ("City") and Gregory Edwards, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Replacement of B2 compressors (3) and heat exchanger; install condenser coils (work)

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, (project estimates) attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 90 business days of execution of the contract, unless sooner terminated under the terms set forth herein.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. **COMPENSATION**: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Twenty-six thousand, two hundred sixty-four dollars and forty cents (\$26,264.40)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at P.O. Box 801647 Houston,

TX 77280-1647. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

8. **LIQUIDATED DAMAGES:** If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

9. **ACCESS TO INFORMATION:** It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

10. **SCHEDULE AND DELIVERABLES:** Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

11. **FINAL COMPLETION AND ACCEPTANCE:** Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed; the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work **for its intended use.**

12. **ABANDONMENT BY COMPANY:** In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative,

when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance

due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

13. **ABANDONMENT BY CITY:** If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

14. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total

contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

15. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

17. **TERMINATION:** This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay

Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. **SUBCONTRACTOR**: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. **PERMITS**: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project

shall be sole responsibility of Company.

24. **ADJACENT STRUCTURES**: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. **PROTECTION OF PERSONS AND PROPERTY**: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. **SANITATION**: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. **CONSTRUCTION**: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. **NO WAIVER**: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Gregory Edwards Inc. within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. **APPLICABLE LAW, VENUE, AND JURISDICTION**: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the

jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. **COPYRIGHT:** No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. **NOTICES:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Gregory Edwards Inc.
P.O. Box 801647
Houston, Texas 77280-1647

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

GREGORY EDWARDS INC.

By: _____
Brian Maxwell, City Manager

By: _____
Principal/Authorized Agent Name Here

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

THE STATE OF TEXAS §
 §
_____ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared _____ of **Gregory Edwards Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2017.

Notary Public in and for
The State of Texas

CONTRACT FOR CONSTRUCTION SERVICES
Air Conditioner Repair

This Contract (the "Contract") is made and entered into this _____ day of _____, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Gregory Edwards Inc.**, a Texas corporation, located at **P.O. Box 801647 Houston, TX 77280-1647.**

WHEREAS, the City of Galveston desires to obtain construction services in connection with Air Conditioner Repair within the City of Galveston ("City") and Gregory Edwards, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Replacement of B2 compressors (3) and heat exchanger; install condenser coils (work)

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, (project estimates) attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 90 business days of execution of the contract, unless sooner terminated under the terms set forth herein.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. **COMPENSATION**: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Twenty-six thousand, two hundred sixty-four dollars and forty cents (\$26,264.40)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at P.O. Box 801647 Houston,

TX 77280-1647. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

8. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

9. **ACCESS TO INFORMATION**: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

10. **SCHEDULE AND DELIVERABLES**: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

11. **FINAL COMPLETION AND ACCEPTANCE**: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed; the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work **for its intended use**.

12. **ABANDONMENT BY COMPANY**: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative,

when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance

due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

13. **ABANDONMENT BY CITY:** If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

14. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total

contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

17. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay

Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. **SUBCONTRACTOR**: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. **PERMITS**: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project

shall be sole responsibility of Company.

24. **ADJACENT STRUCTURES**: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. **PROTECTION OF PERSONS AND PROPERTY**: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. **SANITATION**: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. **CONSTRUCTION**: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. **NO WAIVER**: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Gregory Edwards Inc. within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. **APPLICABLE LAW, VENUE, AND JURISDICTION**: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the

jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. **COPYRIGHT:** No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. **NOTICES:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Gregory Edwards Inc.
P.O. Box 801647
Houston, Texas 77280-1647

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

GREGORY EDWARDS INC.

By: _____
Brian Maxwell, City Manager

By: _____
Principal/Authorized Agent Name Here

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

THE STATE OF TEXAS §
 §
_____ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared _____ of **Gregory Edwards Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2017.

Notary Public in and for
The State of Texas



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

November 3, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Barbara Ekelund-Sanderson, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL THE PURCHASE AND INSTALLATION OF SIX (6) REPLACEMENT TREADMILLS FOR THE MCGUIRE-DENT RECREATION CENTER, IN THE AMOUNT OF \$28,989.00, FROM MARATHON FITNESS (BUYBOARD CONTRACT #502-16). AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background:

- A. In September 2012, City Council authorized the purchase of fitness equipment for the McGuire-Dent Recreation Center, funded by the I.D.C. / 4B Sales Tax, which included among other machinery, nine (9) treadmills.
- B. As of 2017, McGuire-Dent Recreation Center has frequently averaged over 325 adults a day utilizing the fitness area, which has caused heavy wear to fitness equipment over time. Currently, Recreation Center patrons have expressed frustration with broken equipment.
- C. Marathon Fitness has a BuyBoard Contract #502-16.
- D. The total price of \$28,989.00 includes the purchase, shipping, and installation of six (6) replacement treadmills, as well as a discount for trading deteriorated equipment. A quote is attached.

II. Current Situation:

- A. Whether to approve the purchase and installation of six (6) replacement treadmills for the McGuire-Dent Recreation Center, in the amount of \$28,989.00, from Marathon Fitness (BuyBoard Contract # 502-16).

III. Issues:

- 1. Cost: \$28,989.00
- 2. Timing: As soon as possible so deteriorated and non-functioning equipment can be replaced and available for use by patrons
- 3. Impact and ramifications: Approval of this purchase will improve the fitness area at the McGuire-Dent Recreation Center for the citizens of our community and visitors.
- 4. No Departmental Issues:





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

IV. Alternatives in order of priority:

- A. City Council approves the purchase and installation of six (6) replacement treadmills for the McGuire-Dent Recreation Center, in the amount of \$28,989.00, from Marathon Fitness (Buy Board Contract #502-16).
 1. Cost: \$28,989.00
 2. Timing: Approval is needed ASAP in order to replace deteriorated and non-functioning equipment in a timely manner for patrons.
 3. Impact and ramifications: Approval of this purchase will improve the fitness area at the McGuire-Dent Recreation Center for the citizens of our community and visitors.
- B. City Council disapproves purchase and installation of six (6) replacement treadmills for the McGuire-Dent Recreation Center, in the amount of \$28,989.00, from Marathon Fitness (Buy Board Contract #502-16).
 1. Cost: None
 2. Timing: N/A
 3. Impact and ramifications: No treadmills would be replaced, and additional costly repairs would continue to be needed on the deteriorated equipment, while no use would be available from the non-functioning equipment.

V. Recommendation:

Concur in Alternative A and approve the purchase and installation of six (6) replacement treadmills for the McGuire-Dent Recreation Center, in the amount of \$28,989.00, from Marathon Fitness (BuyBoard Contract # 502-16).

VI. Fiscal Impact Report:

Requested by:

Barbara Ekelund-Sanderson
Director of Parks & Recreation

Cost of Implementation:

Parks & Recreation
Other Contracts Account

Cost of Implementation:

\$28,989.00

Estimated Annual M & O Cost:

N/A

Estimated Cumulative:

N/A





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

Additional Information:

Attendance at McGuire-Dent Recreation Center usually surges after the First of the Year due to New Year's Resolutions, and having new equipment in place by then would ideally improve the availability of machines and eliminate frustration from patrons.

Respectfully Submitted,

Barbara Ekelund-Sanderson

Director of Parks & Recreation

Approved,

Brian Maxwell

City Manager



**Marathon Fitness™**

Fitness Center Specialists

Marathon Fitness

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date Oct 6, 2017	Page Page 1 of 1
Proposal Number QT0012603	

Bill To:

City of Galveston McGuire-Dent Center
Attn; John Armstrong
2222 28th Street
Galveston, TX 77553

Ship To:

City of Galveston McGuire-Dent Center
2222 28th Street
Galveston, TX 77553
John Armstrong Tel: (409) 797-3700
jarmstrong@galvestontx.gov

Salesperson		Proposal Valid Until	Terms		
Clint Cooper		12/5/2017	Net 30		
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
6	TRM 731	Precor TRM 731 Treadmill - 120v - P30 Console, Version 2	\$ 7,295.00	\$ 5,106.50	\$ 30,639.00
1	FREIGHT	Freight	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00
1	EQUIP INSTALL	Equipment Installation	\$ 900.00	\$ 900.00	\$ 900.00
-1	MISC DISCOUNT	One Time No Charge Equipment Installation	\$ 900.00	\$ 900.00	\$ -900.00
-1	TRADE - EQUIPMENT	Trade-In Equipment..	\$ 2,700.00	\$ 2,700.00	\$ -2,700.00
	BUY BOARD	**Units must be in good working condition BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #502-16, Effective Date: 4/1/2016			

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: _____ PO# _____

Printed Name: _____ Title: _____

DELIVERY INSTRUCTIONS:

Must arrive by ____ / ____ / ____ Loading Dock: Yes ____ No ____

Elevator: Yes ____ No ____

Subtotal
Sales Tax 0.00%
\$ 28,989.00
\$ 0.00

Total
\$ 28,989.00





P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

March 7, 2017

Sent via Email to: paul@marathonfitness.com

Paul Croegaert
Team Marathon Fitness
PO Box 17705
Sugar Land TX 77496

Re: Athletic, P.E., & Gymnasium Supplies, Equipment,
Heavy Duty Exercise Equipment, & Accessories
BuyBoard Contract 502-16

The Local Government Purchasing Cooperative (BuyBoard) awarded your company Athletic, P.E., & Gymnasium Supplies, Equipment, Heavy Duty Exercise Equipment, & Accessories, RFP 502-16, effective April 1, 2016 through March 31, 2017, with two possible one-year renewals.

At this time, we are renewing your contract through March 31, 2018. All discounts, terms, and conditions of your proposal contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

CONTRACT FOR PROCUREMENT AND INSTALLATION SERVICES

Treadmills

This Contract (the "Contract") is made and entered into this _____ day of November, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Marathon Fitness**, a Texas corporation, located at **P.O. Box 17705 Sugar Land, TX 77496**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with the purchase and installation of treadmills within the City of Galveston ("City") and Marathon Fitness ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Procurement and Installation of Treadmills at McGuire Dent

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 90 business days of execution of the contract, unless sooner terminated under the terms set forth herein.

6. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees

that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in

writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the

cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and

final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Twenty-Eight thousand nine hundred eighty-nine dollars and zero cents. (\$28,989.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at P.O. Box 17705 Sugar Land, TX 77496. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation
- Insurance coverage shall be on an "**occurrence basis**"

17. **TERMINATION**: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Marathon Fitness within the City of Galveston, Texas in Exhibit A constitutes the sole and only

agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Marathon Fitness
P.O. Box 17705
Sugar Land, TX 77496

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Marathon Fitness

By: _____
Brian Maxwell, City Manager

By: Paul Crocquest
Principal/Authorized Agent Name Here

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

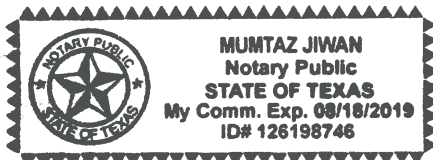
City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
Fort Bend COUNTY §
 §

On this day, BEFORE ME, the undersigned, personally appeared Paul A. Crocquest Jr of
Marathon Fitness, personally known to me or proved to me on the basis of satisfactory evidence to
be the individual whose name is subscribed to the within instrument and acknowledged to me that she
executed the same in her capacity, and that by her signature on the instrument, the individual, or the
person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of November, 2017.



Whitney Gunn
Notary Public in and for
The State of Texas



City of Galveston

FLEET FACILITIES STAFF REPORT

December 6, 2017

Brian Maxwell, City Manager
City Council Members

Subject: Consider for approval amending the 2017-19 Lone Star Rally contract event dates for event year 2018 only, and granting administrative authority to the City Manager for any future date modifications on this contract upon final approval by the City Attorney.

I. Background

- A. The Lone Star Rally staff approached the city and advised that the 2017-19 contract that was approved by the council on June 22, 2017 contained the dates for the second weekend in November for the 2018 rally.
- B. Many hotels, local organizations and local businesses contacted city staff and Lone Star Rally staff requesting for the event to occur during the first weekend in November as it has always occurred in the past. This time period worked better for their operations.
- C. Some businesses also advised that if the event occurred during the second weekend, their holiday shopping season would be reduced.
- D. Lone Star Rally staff has agreed and is requesting to change the dates

The contract reads on Page 1, Section 2:

- Thursday, November 8, 2018, at 12:01 a.m. through Sunday, November 11, 2018 at 11:59 p.m.

Requested Change:

- Thursday, November 1, 2018, at 12:01 a.m. through Sunday, November 4, 2018 at 11:59 p.m.

- E. No other changes have been requested.





City of Galveston

FLEET FACILITIES STAFF REPORT

II. Current Situation

The City Council will have to approve amending the 2017-19 Lone Star Rally contract event dates for event year 2018 only, and granting administrative authority to the City Manager for any future date modifications on this contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the amendment.

1. Cost - no cost to the city
2. Timing - needed prior to the 2018 event
3. Divisional Improvements - N/A

B. City Council does not approve the amendment.

1. Cost - no cost to the city
2. Timing - N/A
3. Divisional Improvements - N/A

IV. Recommendation

Concur in Alternative A and approve amending the 2017-19 Lone Star Rally contract event dates for event year 2018 only, and granting administrative authority to the City Manager for any future date modifications on this contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	N/A
Savings Estimation	N/A





City of Galveston

FLEET FACILITIES STAFF REPORT

VI. Environmental Impact

N/A

Respectfully Submitted,

David Smith
Executive Director



LONE STAR MOTORCYCLE RALLY

CONTRACT AGREEMENT

2017-19

This Exclusive Agreement and Contract (hereinafter "Agreement") is entered into this ____ day of _____, 2017. By and between Lone Star Rally, Inc. (hereinafter "LSR") and the City of Galveston (hereinafter "City"), also known collectively as "the parties".

LSR and City have "partnered" over the past 14 years to plan, organize, promote and manage a motorcycle rally/event known as the "Lone Star Motorcycle Rally", which has taken place in Galveston, Texas.

The City Manager is designated by the City Council to implement, administer and enforce this agreement.

The parties agree as follows:

1. Term:

The original term of this agreement shall be from the effective date through December 31, 2019 unless sooner terminated or amended as provided by the terms of this agreement. Thereafter, subject to the terms set out herein and upon mutual written agreement of the parties, this Agreement may be extended for an additional two year term through December 31, 2021. The City Manager may grant this two year option without further City Council approval.

2. Dates: The annual motorcycle rally produced by LSR from 2017 through 2019:

- ❖ Thursday, November 2, 2017, at 12:01 a.m. through Sunday, November 5, 2017 at 11:59 p.m.
- ❖ Thursday, November 8, 2018, at 12:01 a.m. through Sunday, November 11, 2018 at 11:59 p.m.
- ❖ Thursday, November 7, 2019, at 12:01 a.m. through Sunday, November 10, 2019 at 11:59 p.m.
- ❖ Thursday, November 5, 2020, at 12:01 a.m. through Sunday, November 8, 2020 at 11:59 p.m.
- ❖ Thursday, November 4, 2021, at 12:01 a.m., through Sunday, November 7, 2021 at 11:59 p.m.

3. Exclusivity: City agrees that for the term of this Agreement, it will not accept or approve any other Special Event application for a motorcycle rally or any event resembling a motorcycle rally for the period commencing one hundred twenty (120) days prior to the start of the event and ending one hundred twenty (120) days after the conclusion of the event.

4. Venue: The rally/event shall take place in Galveston with the following street closures/diversions/traffic patterns:

- Close along the Strand from the west side of 20th Street to the east side of 25th Street from 6:00 pm Wednesday until the end of the rally on Sunday
- Traffic will flow east to west
- Close from 6:00 pm on Tuesday until the end of the rally:
- 21st Street from the south side of Harborside to the north side of Mechanic;
- 22nd Street from the south side of the alley between Harborside and Strand to the north side of Mechanic;
- 23rd Street from the south side of Harborside to the north side of Mechanic;
- 24th Street from the south side of Harborside to the north side of Mechanic;
- Close Mechanic from Friday at 5:00 p.m. until close of business on Sunday for parking between 21st Street and 25th Street;
- Close Seawall Blvd. from the East side of 25th Street to the west side of 19th Street

Utilize Harborside West, Central and East and the 21st Street Pier (these are privately owned property venues and are not under the control of the city. LSR shall be responsible for all activities in this area and will be in compliance with the property owners' requirements;

THE CITY RESERVES THE RIGHT TO AMEND A STREET CLOSURE DUE TO PUBLIC SAFETY OR OTHER CONCERNS. THESE CONCERNS INCLUDE, BUT ARE NOT LIMITED TO THE CITY'S ABILITY TO DELIVER POLICE, FIRE AND EMERGENCY MEDICAL SERVICES TO THE EVENT LOCATION AND IN THE VICINITY OF THE EVENT LOCATION. IF THE ISSUES REQUIRING THE AMENDMENT ARE GENERAL PUBLIC CONCERNS, LSR SHALL BE INFORMED OF THESE CONCERNS AND SHALL HAVE THE RIGHT TO TRY TO RESOLVE THEM.

5. Vendors: LSR shall have the exclusive right to assign and sell space in the closed/utilized City public areas in accordance with City codes and retain 100% of the proceeds less any applicable fees and taxes. City agrees to not unreasonably interfere with assignment of the vendors' locations or with the vendors LSR chooses to contract with. LSR agrees not to put rally vendors adjacent to local retailers selling like merchandise without the consent of the retailer(s). Vendors shall obtain all required permits and inspections. City shall retain the right to remove vendors that are blocking public access or have not obtained required permits, or for health and safety violations.

Load-in vendors will commence as follows:

Tuesday, beginning at 9:00 a.m. on all privately owned lots, with the permission of affected property owners;

On all closed public streets at 8:00 p.m. on Tuesday.

All vendors must be removed from public streets by 12:00 a.m. on Monday morning following the event.

LSR will inform all vendors that they must designate the City of Galveston for sales tax revenue purposes, and will provide a list of such vendors and vendor contact information to the City to assist with sales tax enforcement.

City agrees to enforce all existing codes, laws and statutes regarding temporary outside vendor sales.

6. LSR Permits: Subject to required Health and Safety permits, the City agrees that LSR shall not be required to obtain any type of city permit or authorization other than this Agreement in connection with the Events.
7. Beverages: City and LSR agree that, in order to bear the expenses of producing the rally. LSR must be able to sell vendor space to vendors with temporary permits from the Texas Alcoholic Beverage Commission, enabling them to sell alcoholic beverages to rally participants in any and all rally areas, subject to state and local alcoholic beverage regulations. LSR further agrees that the sale of glass beverage containers shall be prohibited.
8. Event Name, Advertising and Signage: The City and LSR agree that, in order to bear the expense of producing the rally, LSR must (and shall) have the exclusive right to sell advertising and sponsorship regarding the event which involve any use of City or public property, and retain 100% of the revenue. However, LSR may require any person purchasing advertising, sponsorship, or signage rights from LSR to pay those fees directly to the City, and the City, as permitted by law, will credit all such fees received against City expenses invoiced to LSR. In addition, LSR shall have the exclusive right to regulate and grant permits for all rally related signage in the event areas and around the perimeter of the event areas. For purposes of this agreement, the "perimeter of the event areas" shall mean the outermost edges of the entertainment areas as approved by Council and depicted in its approved plan. Accordingly, the City shall not issue permits to any person or entity for balcony, building or other signs to be posted in or around the perimeter of the event area during the rally. Instead, inquiries regarding such signage shall be referred to LSR. LSR may post building, balcony or other signs or may allow its permittees to do so at any time during the rally or in the 48 hour period leading up to the rally. Neither LSR nor its permittees shall be required to obtain any permit from the City with regard to such signs. If LSR informs City during the rally of a sign posted without LSR's consent, the City will use its best efforts to cause the sign to be promptly removed. LSR (at its own risk) may remove any signs posted without its consent, if the City does not promptly remove such signs or cause them to be promptly removed. This section does not apply to private properties.
9. Parking: City and LSR agree that, in order to bear the expense of producing the rally, LSR must be able to sell parking, parking permits, and "thru traffic" permits and retains 100% of the revenue less any applicable taxes and fees. Accordingly, LSR has the exclusive right during each rally to sell

and/or advertise and/or utilize the temporarily closed public area for parking/thru traffic purposed, subject to plan review and approval by the City Manager or his designee. Vehicles are not allowed on esplanades or sidewalks at any time without prior City Manager/design approval. The City shall retain the right to open any public parking areas that are blocking public access for health and safety requirements.

Other areas to be left open to public access shall be the Bank of America, Tremont House Hotel and other major corporations that have to allow direct facility access to their customers during the rally.

10. Required Facilities: All trash containers, recycling containers, portable toilets, barriers, barricades, etc., will be provided as follows:

- Trash Containers (LSR and Park Board)
- Recycling Containers (LSR)
- Dumpsters (LSR and City, as necessary)
- Portable Toilets (LSR)
- Barricades and Barriers (City's Traffic Division)

11. LSR will utilize city personnel for security, fire, code enforcement, sanitation and traffic control, as agreed upon by LSR and the designated City Departments. LSR will utilize Galveston Ambulance Service for emergency medical services. LSR will pay security, fire and code enforcement directly to the individual employees. LSR will pay the City for sanitation and traffic control services and will pay Galveston Ambulance Service for emergency medical services. In the event that Traffic and Sanitation costs escalate, becoming prohibitive, LSR has the right to utilize private companies to provide these services, provided the perspective plans meet with the City's requirements.

LSR will hire certified peace officers to provide security for crowd and traffic control, based on projected attendance. LSR shall coordinate a security plan with the City of Galveston Police Department that must be approved by the Chief of Police for determination of law enforcement officer staffing reasonably required to provide security services. Such law enforcement officers shall be paid directly by LSR.

Payment for services made directly to personnel (security, fire and code enforcement) will be made by LSR no later than Tuesday following the event.

Traffic control and sanitation services will be paid directly to the City by LSR on a reimbursement basis of City labor, benefits, equipment and materials/supplies expended. Payment of these services shall be made in full no later than 30 days upon receipt of bills from the City.

12. Musical Entertainment: LSR intends to provide musical entertainment for rally

attendees/participants at stages set up within the rally area/venue. LSR shall comply with City noise and amplified sound regulations. LSR agrees to set up stages to direct the amplified sound away from surrounding neighborhoods and hospitals. City agrees that it will not unreasonably withhold permission and public relations access to the musical entertainment, which will conclude at 12:00 a.m. on rally days and commence no earlier than noon. LSR shall control the quality of musical content to avoid community offensive language and presentation.

13. Air Devices: LSR will provide its sponsors (no more than 6 separate entities), not its vendors, with the opportunity to display inflatable air devices and hot air balloon at/during the rally and City agrees to not unreasonably withhold permission/access regarding same. Any devices approved by the City shall be applied for and approved by the sixty (60) days prior to rally dates.
14. Media Coverage: LSR reserves the right to invite local and national news media to attend the rally and the City agrees not to unreasonably interfere with same. LSR agrees to provide the City's Public Information Officer courtesy review of all printed material (posters, flyers, etc.) press releases and media advisories prior to release.
15. Restoration of City Property: LSR shall repair and restore at its own expense any City property damaged by LSR or by any vendor to which LSR has granted a permit.
16. Notice: It is the responsibility of LSR to secure the following and the City makes no commitment: The Park Board of Trustees/Galveston Island Convention and Visitors Bureau may provide notice of and information regarding the rally each year on its website and/or in its calendar of events commencing at least one hundred twenty (120) days prior to each year's rally/event.
17. Insurance: LSR agrees to obtain general liability insurance policy regarding, and covering the event from an insurance carrier licensed to do business in the State of Texas in an aggregate coverage amount of not less than \$5,000,000 and to have the following entities named as additional insured: City of Galveston and to the extent necessary Galveston Park Board of Trustees.

Insurance shall also provide for additional endorsement for alcoholic operations, owned and non-owned, rented vehicles and LSR shall seek similar insurance certificated from their vendors as feasible, with same additional insured requirements. The insurance shall be secured on an "Occurrence Basis".
18. Existing City Ordinances: LSR will comply with all City ordinances in place at the time of the execution of this document and those subsequently approved. LSR shall retain the option of terminating this agreement based on any future ordinance changes.
19. Force Majeure: Neither party shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed, or prevented by force majeure, which shall mean, but is not limited to, acts of God, strikes, lockouts, material or labor restrictions by any

governmental authority, civil riots, floods, hurricanes, natural disasters and any other cause not reasonably within the control of the parties hereto, and which by the exercise of due diligence either party is unable, wholly or in part to prevent or overcome. The party that is unable to carry out its responsibility shall notify the other party in writing within a reasonable time prior to the event. The notice shall suspend the responsible party's duty to perform while the force majeure event is ongoing.

20. Contractual: This agreement is entered into and performable under the laws of Texas and venue shall be in Galveston County.
21. Severance: If any part of the Agreement is held to be invalid or illegal, then that part of the agreement is severed and the entire remaining Agreement remains in full force and effect.
22. Authority: By their signatures hereon, each signatory holds out and affirms that he or she has full authority to enter into each and every part of this Agreement on behalf of the entity he or she represents and that the other party can rely on same.
23. Termination: City reserves the right to terminate this Agreement if the City Manager determines that a material breach of the Agreement has occurred, and that the breach has not been cured, or that good faith efforts to so cure have not commenced within 10 days after Lone Star Rally has received written notice of the alleged breach. The language related to "good faith effort" above shall not apply to a failure to pay money, in which the breach must be cured within the 10 day period.
24. Termination for public safety concerns: This agreement may be terminated, or modified in whole or in part, by the City of Galveston, if in the sole opinion of the City Manager a threat to the public safety exists which poses and undue risk of harm to people or public property. The decision of the City Manager that a public threat exists is final and the promoter agrees to abide by that decision without further recourse. The promoter further agrees that this contract is executed by the City as a governmental, and not proprietary, function. In the event the City Manager determines that a threat to the public safety exists which requires termination or modification of this agreement, such determination will be communicated to the promoter as soon as is practicable.
25. LSR will meet with and work with the City Manager concerning providing a financial summary report after the conclusion of the event. Details will be agreed upon between LSR officials and the City Manager.
26. LSR shall charge an additional "Attendant Fee" not to exceed \$1.00 for each parking pass sold which will be payable to the city of Galveston. LSR will supply the city with a separate check within 30 calendar days after the conclusion of the event.

- 27. Indemnification:** LSR hereby covenants and agrees that they will, jointly and severally indemnify and hold harmless against liability for any and all claims, judgments and associated legal expenses and costs and for claims and litigation arising out of the function including; but not limited to, those for damage to property or injury to or death of persons. LSR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING (OR ALLEGED TO HAVE RESULTED) SOLELY FROM LSR'S ACTS OR OMISSIONS OR SOLELY FROM THE ACTS OR OMISSIONS OF ANY LSR EMPLOYEE, CONTRACTOR OR AGENT (COLLECTIVELY, "CLAIMS"). THE FOREGOING INDEMNITY SHALL NOT APPLY TO ANY CLAIMS THAT RESULT (OR ARE ALLEGED TO HAVE RESULTED) IN WHOLE OR IN PART FROM CITY'S ACTS OR OMISSIONS OR FROM THE ACTS OR OMISSIONS OF ANY CITY EMPLOYEE, CONTRACTOR OR OTHER AGENT.

IN THE EVENT OF ANY CLAIM FOR WHICH CITY MAY BE ENTITLED TO INDEMNIFY UNDER THE ABOVE PARAGRAPH, CITY WILL PROVIDE LSR WITH TIMELY NOTICE OF SUCH CLAIM. THEREAFTER, LSR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM SUCH CLAIM.

IF LSR SHOULD FAIL TO SO DEFEND, CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST LSR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM.

- 28. Notice:** Any written notice regarding or pursuant to this Agreement regarding LSR shall be sent to:

Melissa Penland
Lone Star Rally, Inc.
307 Division Avenue
Ormond Beach, FL 32174

Any written notice regarding or pursuant to this Agreement regarding the City shall be sent to:

City Manager
City of Galveston
P.O. Box 779
Galveston, TX 77553

With copy to:
City Attorney
City of Galveston
P.O. Box 779
Galveston, TX 77553

LONE STAR RALLY, INC.

CITY OF GALVESTON

By: _____

By: _____

Printed Name:
Melissa Penland

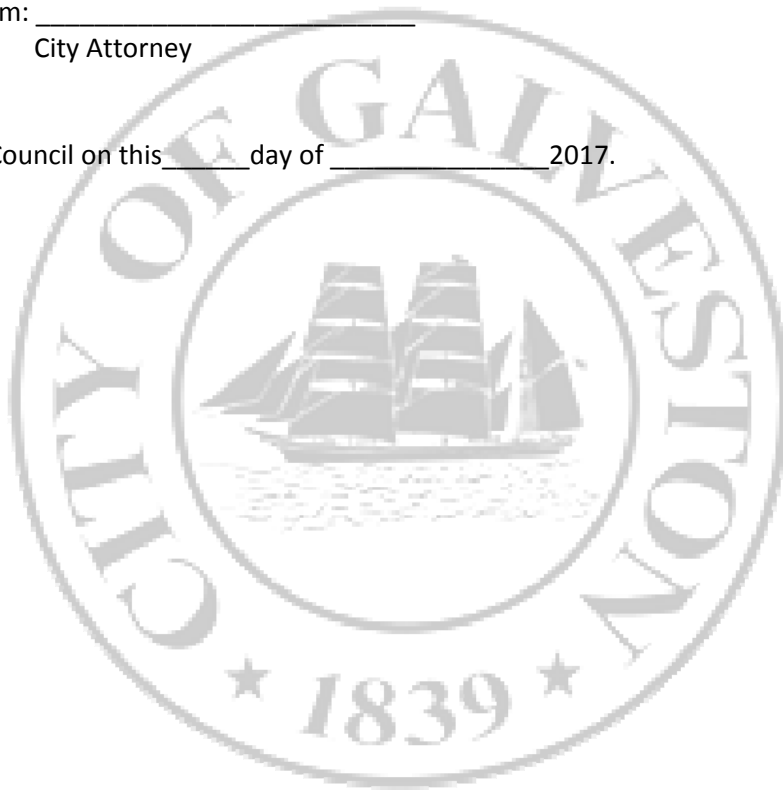
Printed Name:

Its: Managing Partner

City Manager

Approved as to form: _____
City Attorney

Approved by City Council on this _____ day of _____ 2017.





City of Galveston

FLEET FACILITIES STAFF REPORT

November 7, 2017

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Approval of the purchase of one GP8000 vacuum water pump for unit 1544, which is a 2013 Peterbilt vacuum truck, to the lowest bidder, Gap Vax for \$20,133.33, which will be funded from the garage parts account.

I. Background

- A. Unit 1544 is a 2013 Peterbilt vacuum truck. This truck is utilized for clearing and cleaning underground pipes.
- B. The unit's depreciated value is \$123,710.02 and was purchased on October 31, 2012 for \$320,960.
- C. The unit was transported to the garage after the operator reported a loss of vacuum power. Work order #117113 and #115826.
- D. Mechanics diagnosed and determined that the main pump was damaged due to the corrosive substances that are pumped through it on a regular basis.
- E. Staff removed the working pump from unit 1542 (older vacuum truck) that was already out of service for numerous repairs, and temporarily installed it onto unit 1544 so the unit could be returned to service.
- F. After the new pump is purchased, the loaner pump will be reinstalled back on 1542 which is now ready for service minus the pump.
- G. Quotes were requested from the following vendors
 - Rumfola Sales & Service - \$22,332
 - Underground Inc - \$25,400
 - Gap Vax - \$20,133.33
- H. Gap Vax supplied the lowest quote and will be recommended.





City of Galveston

FLEET FACILITIES STAFF REPORT

II. Current Situation

The City Council will have to approve the purchase of one GP8000 vacuum water pump for unit 1544, which is a 2013 Peterbilt vacuum truck, to the lowest bidder, Gap Vax for \$20,133.33, which will be funded from the garage parts account.

III. Alternatives in order of priority

A. Approve the request.

1. Cost - \$20,133.33
2. Timing - as soon as possible.
3. Departmental Improvements - will provide the assigned department with equipment to perform duties properly.

B. Do not approve the request.

1. Cost - no additional cost at this time.
2. Timing - N/A
3. Departmental Improvements - the assigned department will not be able to function at 100% without required equipment.

V. Recommendation

Concur in Alternative A; approve the request.

VI. Environmental Impact

All repairs fall under EPA and TCEQ guidelines.





City of Galveston

FLEET FACILITIES STAFF REPORT

VII. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Part Account 5020-811561-522059
Cost	\$20,133.33
Savings Estimation	N/A

Respectfully Submitted,

David Smith
Executive Director
City of Galveston
823 Rosenberg, Galveston, TX 77550
Phone: 409.763.1000
Fax: 409.763.1001

David Smith
Executive Director



Rumfola Sales & Service

10898 North Dual

Baton Rouge, La. 70814

225-757-5339

225-757-5349 (fax)

1544
#1542

Quote

Date	Quote #
11/7/2017	403571

Name / Address
CITY OF GALVESTON P.O. BOX 779 823 ROSENBERG, ROOM 205 GALVESTON, TX 77553

Ship To
CITY OF GALVESTON 5701 HARBORSIDE DRIVE GALVESTON, TX 77553 409-797-2381

P.O. No.	EQUIPMENT	Terms	Rep	FOB
		Net 30	JH	

Qty	Item	Description	Price each	Total
1	SPECIAL ORDER	ATTN: RICK HOAG GP8155LGB-3.8 LIST IS \$36620.00	21,972.00	21,972.00T
1	SHIPPING	SHIPPING CHARGES NON TAXABLE - GOVERNMENT SALES	360.00 0.00%	360.00 0.00

3% SURCHARGE ON ALL CREDIT CARD ORDERS.
PLEASE DO NOT PAY FROM THIS DOCUMENT

Total \$22,332.00

Quote

Page: 1

Remit To
 UNDERGROUND, INC.
 PO BOX 2729
 PEARLAND, TX 77588-2729
 (281) 485-9900

Physical Address:
 1617 Garden Rd. Pearland TX 77581
 800-373-1318 281-485-9900
 OR
 508 Prairie Arlington, TX 76011
 214-851-7899

Order Number: 0050457

Order Date: 11/7/2017

Salesperson: 70JL

James Leonard

www.pipehunter.com

Sold To:	Ship To:
Customer Number: 02-0001765 GALVESTON, CITY OF (GARAGE) ACCOUNTS PAYABLE DEPT. P O BOX 779 Galveston, TX 77553 Confirm To: ALLISON	GALVESTON, CITY OF (GARAGE) ACCOUNTS PAYABLE DEPT. P O BOX 779 Galveston, TX 77553

1544
 #1542

Customer P.O.		Ship VIA	F.O.B.		Terms	
CUSTOMER P/U		ORIGIN		Net 30		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S-3019-0047	EACH	1.00	0.00	0.00	25,000.00	25,000.00
PUMP, GP8155L-GB3.8 GEARBOX				Whse: 001		

Please reference Quote 0050457 when calling, faxing or emailing.

Net Order:	25,000.00
Less Discount:	0.00
Shipping/Handling:	400.00
Sales Tax:	0.00
Order Total	25,400.00

All sales are final on electronic components. All returned items must be in new or unused condition and are subject to a minimum 25% restocking fee. For more information on product returns or warranty claims, please call 800.373.1318 or email us at warranty@pipehunter.com.

GapVax

575 Central Ave
Johnstown, PA 15902 USA

Phone: 814-535-6766
Fax: 814-539-3617
Fed ID: 25-1633228

Quote No: **169360**

Thursday, October 19, 2017

Page: 1

Attention:**City of Galveston**

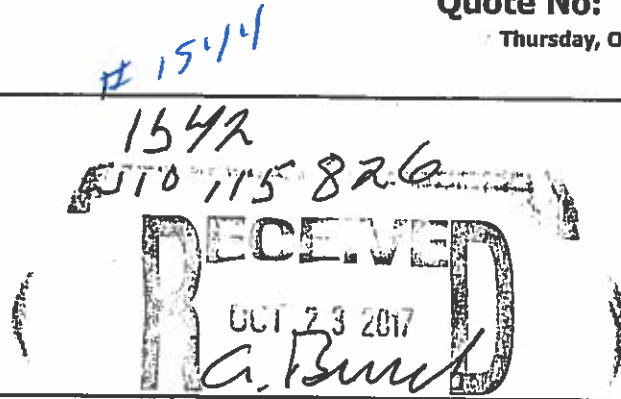
823 Rosenberg

PO Box 779

***EMAIL INVOICES TO ALEX

Galveston, TX 77553

Phone: 409-771-9037



Line: 1

Part ID: **PUM022505**

BY: _____ Rev: 0

GIANT WATER PUMP, GP8000 SERIES
SHALLOW GEARBOX WITH SHORT
CRANKSHAFT, 3.8 GEAR RATIO, 55MM
PLUNGERS HEAVY DUTY INPUT BEARING, INPUT SHAFT LEFT SIDE ROTATED 180 DEG TOWARDS BACK
OF PUMP WHEN VIEWED FROM FLUID END OF PUMP, PUMP TO BE RUN-IN TO ALLOW FOR
BI-DIRECTIONAL ROTATION, RATED 56 GPM AT 3000PSI CONTINUOUS AT 1657 RPM

Quantity U/M	Unit Price	Discount	Discounted Unit Price	Addl Charge	Lead Time	Total Price
1.00 EA	19,983.33					\$19,983.33

Line: 2

Part ID: **FREIGHT**

Rev: 0

FREIGHT OUT

Quantity U/M	Unit Price	Discount	Discounted Unit Price	Addl Charge	Lead Time	Total Price
1.00 EA	150.00					\$150.00

Quote Total: **\$20,133.33**

Salesperson: Alexander G Telch

Prices are Valid Until



City of Galveston

FLEET FACILITIES STAFF REPORT

November 13, 2017

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase one 2018 Kawasaki Mule PRO-FXT and associated equipment from UVC Powersports through TXMAS for a total price of \$18,928.41 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been identified for the listed department(s).
 - Galveston Police Department
- B. The vehicle requested is a 2018 Kawasaki Mule PRO-FXT 4x4 which will be utilized during downtown events and other services.
- C. The extended purchase price through TXMAS for this package is \$18,928.41.
- D. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- E. UVC Powersports is located in Alvin Texas.
- F. Delivery should be within 30 to 60 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve the purchase of the listed service vehicle(s) and associated equipment from UVC Powersports, for a total price of \$18,928.41.

III. Alternatives in order of priority





City of Galveston

FLEET FACILITIES STAFF REPORT

A. City Council approves the purchase.

1. Cost - \$18,928.41
2. Timing - Delivery should be within 30 to 60 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve the purchase of the listed vehicle(s).

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Downtown Parking Revenue
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted,

David Smith
Executive Director





**UVC POWERSPORTS aka UV COUNTRY, Inc. Kawasaki
MULE PRO-FX/FXT Build Sheet**

Texas Veteran Woman Owned Small Business Family Owned & Operated	Company Name	CITY OF GALVESTON - GALVESTON POLICE DEPT
	Name	BUTCH STROUD
GSAN# GS07F5823R	Address	601 54TH ST
DUNS # 169-83-0523	City, State, Zip	GALVESTON, TX 77551
FED ID# 42 1655301	Phone / Fax	409.765.3785 OFF / 409.392.8653 CELL
Cage Code 158N4	EMAIL	CSTROUD@GALVESTONTX.GOV
TXMAS 5-78060	DATE OF QUOTE	10/18/2017

We look forward to earning your business and being your #1 side x side /utility vehicle/ATV provider for all your parts,service, outfitting & custom build needs. Sincerely, UVC POWERSPORTS

QTY	2018 MULE PRO-FXT	MULE PRO-FXT Gas - TWO BENCH SEAT - 6 passenger		MSRP			UVC THOMAS UNIT Discount PRICE	Custom MULE Total
1	KAF820CJF (4)	MULE PRO-FXT EPS LE SUPER BLACK & FIRECRACKER RED	2018 Kawasaki MULE PRO-FXT EPS 4x4 LE Two Bench, Six Passenger - Electric Power Steering with tilt steering. LE Version includes LED high intensity auxiliary headlights, 12" six-spoke cast aluminum wheels, LED headlights, composite sun top, & 2 additional DC outlets for rear seat passengers. Includes 3 year Factory warranty.	16,199.00			14,579.11	14,579.11
	EXTENDED WARRANTY	GAS	Kawasaki MULE PRO-FXT Good Times Protection Plan	EXTENDED WARRANTY PRICE			EXTENDED WARRANTY PRICE at time of purchase	Total Extended Warranty
	36 Mo. Pro	GTPP	36 months Good Times Protection Extended Warranty.	940.00			600.00	
		JOB CODE	ADDITIONAL ACCESSORIES & OPTIONS	UV Price not Installed	TOTAL HOURS	INSTALL TIME PER Line Item	TOTAL \$ LABOR TO INSTALL	TOTAL PRICE INCLUDING INSTALLATION
1	99994-0545	Top	PLASTIC ROOF	399.95	(1.00)	1.0	(95.00)	(494.95)
1	PROHDTOP	Top	Custom Heavy Duty Aluminum top with drip rail edges and 2 ribs underneath support bedliner sprayed. ***Heavy Duty Front & Rear Springs highly recommended	1,395.00	2.00	2.0	190.00	1,585.00
1	KAF080-041	WS	KQR FULL WINDSHIELD DOT Approved AS1 Safety GlassA required component of the Kawasaki Genuine Hard Cabin Enclosure system. Made from DOT approved AS1 safety glass, the KQR* Full Windshield provides wind and debris protection for improved in-cabin comfort. And with the added KQR* Installation system, once installed, you can quickly install and remove the windshield without the use of tools.	699.95	0.50	0.5	47.50	747.45
	085461245C1 (2 FR) 085471295C1 (2 REAR)		28XB12 FRONT & 25 X 10 X 12 Stree Tires for PRO. Does not include rims	561.00		1.0		
	K154065BL	UNDERSEAT STORAG	PRO UNDER SEAT LOCKABLE STORAGE & HINGE SEATS	299.95		0.5		
2	5YFLAT3-C		AMBER/CLEAR FLAT LED MODULE Dome Light WITH SWITCH	75.00	1.00	0.5	95.00	245.00
1	UVC-LED TS KIT PRO		Turn Signal KIT INSTALLED ON PRO	195.00	3.00	3.0	285.00	480.00
1	99994-0514	HD SPRINGS	HEAVY DUTY SPRINGS Set of 4 Req for cab closure hard Heavy Duty Springs increase bottoming resistance when carrying a heavy load and/or when heavy accessories such as a Kawasaki Genuine Cab Enclosure or Plow System are installed.	234.95	3.00	3.0	285.00	519.95
1	99994-0455	ELEC	HORN Install a horn to alert others of your presence while on the job site or the trail. Includes: Wire harness and switch	39.95	1.00	1.0	95.00	134.95
1	KAF080-076	STD JOB LEDLIGHTBAR	ACCESSORY FUSE BOX - The Accessory Fuse Box allows for seamless integration and the convenience of operating up to six Kawasaki Genuine Accessories from the comfort and confines of your vehicles cabin. Purchase as an optional accessory of the Kawasaki Genuine Hard Cab Enclosure. * KAF080 020 Harness Kit is req for installation Winch, wiper, cargo light & beacon light, Req prior to installation of rear accessory harness	319.95	1.50	1.5	142.50	462.45
1	TX750-077	stdjob mirrors	MIRROR rear view for cab enclosure	59.95	0.10	0.1	9.50	69.45
			EMERGENCY LIGHT BAR WHEELAN PROVIDED BY GALVESTON POLICE DEPT WE WILL INSTALL AT NO CHARGE.					
TOTAL of your UV COUNTRY Custom MULE PRO								18,328.41

600.00
18,928.41



Contract Details: # TXMAS-5-78060

Search for items in this contract (/ex_search/false/contract_number/TXMAS-5-78060)

Number	TXMAS-5-78060
Description	Sports, Promotional, Outdoor, Recreation, Trophies And Signs (Sports)
Category	TxSmartBuy
Type	TXMAS
Start Date	5/31/2005
End Date	5/14/2020
Fed	GS-07F-5823R
Purchase Category Code (Agencies Only)	PCC X
Purchase Orders	Only purchase orders issued through TxSmartBuy are eligible for contract pricing. Contractors cannot ship any products or provide services until issuance through TxSmartBuy and receipt of a Purchase Order. TSB Purchase orders exceeding 45 line items in the TxSmartBuy shopping cart must be entered as a quote order line item. All purchase orders that include a quote order line (excluding linked item quotes) will be placed on hold pending Statewide Procurement Division (SPD) review. Quote order requirements: 1. Items that are available in TSB must be placed through the TSB shopping cart and may not be entered as a quote order unless the purchase order exceeds 45 line items. 2. All purchase orders that include a quote order line require the attachment of a completed contractor quote containing all core items and a detailed breakdown of quote order line charge(s). Validation of contract pricing and item availability is the responsibility of the purchaser in determining best value. When the attachment is confirmed, SPD will release the purchase order to the TXMAS contractor for fulfillment. 3. If approval is requested prior to the order being inputted in TSB, or SPD assistance is requested to validate pricing or item availability, the information may be submitted to txmasquote@cpa.texas.gov (mailto:txmasquote@cpa.texas.gov). Customers may only purchase TXMAS goods or services from a TXMAS Contractor online through TxSmartBuy. CPA does not authorize any offline sales of this TXMAS contract's goods or services.
Order Limitation	The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to the pricing of the underlying contract. Minimum Order - \$100 Maximum Order - \$500,000
State Contracts	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD TXMAS Program Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: txmas@cpa.texas.gov (mailto:txmas@cpa.texas.gov)
Contractor	UV COUNTRY, INC.

Approved Products/Services	Only products or services listed in the underlying contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items. Incidental items may not exceed \$5,000.00 OR 50% of the purchase order total, whichever is less. If the pending order includes incidental items that exceed the stated limits, a request may be submitted to the Statewide Procurement Division for review and consideration of an exception. Exception requests shall be submitted to spd_cmo@cpa.texas.gov (mailto:spd_cmo@cpa.texas.gov). The request must include a copy of the complete contractor quote listing all core items and a detailed incidental charge breakdown.
Delivery	15-30 DAYS ARO
FOB Point	ORIGIN
Compliant Products by Contractor	Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Restocking Fee for Returned Products	Refer to contract upon which TXMAS contract is based.
Rebate Reporting Requirement for Federal	Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made in whole or in part with federal funds must be reported by the purchasing agency for reporting, and reconciliation purposes with the appropriate federal funding agency. Each quarter of the State's fiscal year (September 1 through August 31), TXMAS contractors rebate 0.73875% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate to the federal fund-provider using the above percent based on the total dollar value of the TXMAS purchase order. Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$369.37 ($\\$50,000 * 0.73875\% = \\$369.37$) will be paid to the State of Texas by the TXMAS contractor.
Contractor Performance	Statewide Procurement Division (SPD), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (http://www.window.state.tx.us/procurement/prog/vendor_performance/) The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Provide performance scores in four measurable categories for the CMBL vendors • Track vendor performance for delegated and exempt purchases

Contractor Information

VID: 14216553017

Contractor: UV Country, Inc.

Contact Name: Shannon Tracy

Email: Shannon@Uvcountry.Com

Phone: (800) 649-0556

Address: UV Country, Inc. 2616 Hwy 35 Bypass North Alvin, TX 77511



Texas Comptroller of Public Accounts
Glenn Hegar

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- Texas.gov (<http://texas.gov>)
- Search from the Texas State Library (<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security (<http://www.dhs.gov/geography/texas>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)

OTHER STATE SITES

- texas.gov (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<http://www.tsl.state.tx.us/trail/>)
- State Link Policy (<http://publishingext.dir.texas.gov/portal/internal/resou>)
- Website%20Linking%20and%20Privacy%20Policy.pdf
- Texas Veterans Portal (<http://veterans.portal.texas.gov>)

- Public Information Act
(<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State
(<http://www.sos.state.tx.us/>)
- HB855 Browser Statement



City of Galveston

FLEET FACILITIES STAFF REPORT

December 6, 2017

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the Island Transit bulk tire contract to Beasley Tires who was the lowest responding bidder that met the specifications, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source is the Island Transit parts account.

I. Background

- A. The Island Transit garage utilizes outside tire vendors for their supply of light to heavy-duty automotive tires for its bus and support fleet.
- B. Bid 17-041 was sent out by purchasing via the city's web site purchasing module.
- C. Federal funds that are used by Island Transit require more stringent regulations during bidding. All regulations have been identified in the bid packets. The parts staff will also have the availability to "price compare" when making individual purchases between the contract suppliers and non-contract suppliers.
- D. Five vendors responded:
 - 1. Goollsbee Tire
 - 2. Beasley Tire
 - 3. Southern Tire
 - 4. Bridgestone
 - 5. Goodyear - none responsive
- E. Beasley Tire will be recommended for the Island Transit contract since they provided the lowest pricing for the higher utilized items.
- F. This is a three year contract with an option to extend an additional two years upon approval.

II. Current Situation





City of Galveston

FLEET FACILITIES STAFF REPORT

The City Council will have to approve the contract for the Island Transit bulk tire contract to Beasley Tire who was the responding bidder that met the specifications, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. Approve the annual contract.

1. Cost - estimated \$73,000 annually.
2. Timing - contract is needed as soon as possible.
3. Departmental Improvements - will provide the city bus fleet with a tire inventory at the lowest price.

B. Do not approve the annual contract.

1. Cost - estimated to exceed \$73,000 annually.
2. Timing - purchases made on an *as needed basis*.
3. Departmental Improvements - will provide the city bus fleet with a tire inventory at an increased price.

IV. Environmental Impact

Beasley Tire is structured to follow the guidelines established by the EPA and the TCEQ for tire distribution facilities. The garage utilizes TDC (Texas Dept. of Corrections) to recover old discarded tires for re-caps.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Island Transit / Automotive Parts Account
Cost	\$73,000 annually (72,078)





City of Galveston

FLEET FACILITIES STAFF REPORT

Savings Estimation Will help reduce unit repair costs.

VI. **Recommendation**

Concur in Alternative A and approve the Island Transit bulk tire contract to Beasley Tires who was the lowest responding bidder that met the specifications, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source is the Island Transit parts account.

Respectfully Submitted

David Smith
Executive Director



TIRE BID

Tire ID	Goolsbee	Beasley Tire	Southern Tire	Bridgestone
P235/75R 17.5	\$ 370.00	\$ 738.00	\$ 488.00	\$ 230.32
LT225/75R-16	\$ 4,400.00	\$ 4,880.00	\$ 4,360.00	\$ 4,640.00
225/70R 19.5	\$ 16,275.00	\$ 16,500.00	\$ 18,675.00	\$ 15,262.50
305/85R22.5 RAD	\$ 60,000.00	\$ 53,100.00	DMS	DMS
	\$ 81,045.00	\$ 75,218.00	DMS	DMS

Bid 17-041

Thursday, October 12, 2017, 11am
Bids Opened By: Ja'Nice Lockett

Island Transit Tires

Witnessed By: Susan Serrano

APD

10/12/17

BIDDER	10.3.17 Received Document (Y/N)	10.3.17 5:52pm Received Document (Y/N)	10.9.17 2:05pm Received Document (Y/N)	10.10.17 9:35am Received Document (Y/N)	10.11.17 9:35am Received Document (Y/N)	Good Year 10.12.17 11:12
Original & 1 copy & Media Source Appendix A - Bid Document	Yes	Yes	Yes	Yes	Yes	NO
Appendices B through G	Yes	Yes	Yes	Yes	Yes	
Appendix J #1 No Govt Obligation to 3rd Parties	Yes	Yes	Yes	Yes	Yes	
Appendix J #2 Program Fraud	Yes	Yes	Yes	Yes	Yes	
Appendix J #3 Access to Records	Yes	Yes	Yes	Yes	Yes	
Appendix J #4 Federal Changes	Yes	Yes	Yes	Yes	Yes	
Appendix J #5 Civil Rights	Yes	Yes	Yes	Yes	Yes	
Appendix J #6 and #6.A DBE	Yes	Yes	Yes	Yes	Yes	
Appendix J #7 Incorporation of FTA Terms	Yes	Yes	Yes	Yes	Yes	

Non Responsive

BIDDER	Goodlee	Beasley Tire	Southern Tire	Bridgestone	Goodlee
Appendix J #8 and Form 8.A. Debarment & Suspension	Yes	Yes	Yes	Yes	
Appendix J #9 Buy America	Yes	Yes	Yes	Yes	
Appendix J #10 Breaches & Dispute Resolution	Yes	Yes	Yes	Yes	
Appendix J #11 & Form 11.A. Lobbying	Yes	Yes	Yes	Yes	
Appendix J #12 Clean Air	Yes	Yes	Yes	Yes	
Appendix J #13 Clean Water	Yes	Yes	Yes	Yes	
Appendix J #14 Energy Conservation	Yes	Yes	Yes	Yes	
Appendix J #15 Recycled Products	Yes	Yes	Yes	Yes	
Appendix J #16 Americans w/ Disabilities Act	Yes	Yes	Yes	Yes	
Price Sheet	Yes	Yes	Yes	Yes	

Responsibility

202

BIDDER	Goodbee	Beasley Tire	Southern Tire	Bridgestone	Goodyear
Product Description & Estimated Quantity	Unit Price/Extended Price	Unit Price/Extended Price	Unit Price/Extended Price	Unit Price/Extended Price	Price
EBUS P235/75R 17.5 - Two (2)	\$185.00 / \$370.00	\$369.00 / \$738.00	\$244.00 / \$488.00	\$115.16 / \$230.32	2008
Ford E450 Bus LT225/75R 16 - Forty (40)	\$110.00 / \$4400.00	\$122.00 / \$4880.00	\$109.00 / \$4360.00	\$116.00 / \$4640.00	2008
Chevy C5500 Bus 225/70R 19.5 Seventy-Five (75)	\$217.00 / \$16275.00	\$220.00 / \$16500.00	\$249.00 / \$18675.00	\$203.50 / \$15262.50	2008
Gillig Bus 305/85R22.5 RAD - Seventy-Five (75)	\$200.00 / \$10000.00	\$708.00 / \$53100.00	NO Bid	\$468.00 / \$35100.00	2008

CONTRACT FOR SUPPLY OF COMMODITIES

Island Transit Automotive Tires

This Contract (the "Contract") is made and entered into this _____ day of December, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Beasley Tire Service Houston, Inc., a corporation, located at 11802 Eastex Freeway, Houston, Texas 77039. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with Automotive Tires within the City of Galveston ("City") and Beasley Tire Service Houston, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Island Transit Automotive Tires

Response to Bid 17-041

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

- 1. SCOPE OF SERVICES:** Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
- 2. STANDARD OF CARE:** The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- 3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
- 4. CHANGES:** The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
- 5. TERM:** Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- 6. DELIVERY TIME OF COMMODITIES:** Supplies shall be delivered to, or picked up by City, in accordance with the specifications in Exhibit A. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. **ACCESS TO INFORMATION:** It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. **SCHEDULE AND DELIVERABLES:** Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. **APPROPRIATIONS:** The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. **COMPENSATION:** The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 11802 Eastex Freeway, Houston, Texas 77039. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

11. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis".

13. TERMINATION: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

20. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

21. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

22. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

23. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

24. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Island Transit Automotive Tires within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

25. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

26. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

27. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

28. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

29. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Beasley Tire Service Houston, Inc.
11802 Eastex Freeway
Houston, Texas 77039

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Beasley Tire Service Houston, Inc.

By: _____
Brian Maxwell, City Manager

By: _____
Robert Beasley Sr., President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

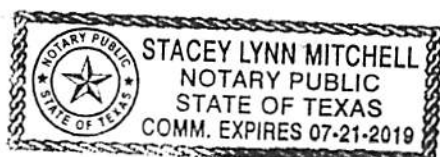
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Robert L. Beasley of Beasley Tire Service Houston, Inc. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of November, 2017.



Stacey Lynn Mitchell
Notary Public in and for
The State of Texas



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: clientcontactcenter@fedins.com

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 157** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	9129323	06/01/2017	06/01/2018	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY	N	N	9129323	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	☒ UMBRELLA LIAB ☒ OCCUR	N	N	9129325	06/01/2017	06/01/2018	EACH OCCURRENCE	\$4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$4,000,000
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

267-272-3
CITY OF GALVESTON
823 25TH ST
GALVESTON, TX 77550-2103

157 1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 9129323

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
CITY OF GALVESTON 823 25TH ST GALVESTON TX 77550	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE INSTALLING AND SUPPLYING TIRES FOR THE CITY OF GALVESTON.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BEASLEY TIRE SERVICE-HOUSTON
INC
11802 EASTEX FWY
HOUSTON TX 77039

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Beasley Tire Service- Houston, Inc.
Houston, TX United States

Certificate Number:
2017-287624

Date Filed:
11/28/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-222
Tire Sales and service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hatley, Michael	Houston, TX United States	X	
	Beasley, Sr. , Robert	Houston, TX United States	X	
	Beasley Tire Service- Houston, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert L Beasley, this the 28 day of November, 2017, to certify which, witness my hand and seal of office.

Stacey Lynn Mitchell

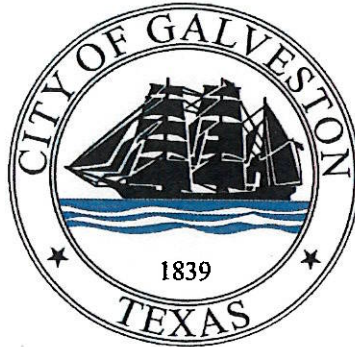
Signature of officer administering oath

Stacey Lynn Mitchell

Printed name of officer administering oath

accounting

Title of officer administering oath



City of Galveston INVITATION TO BID

Bid Reference Number: 17-041

Project Title: Island Transit Automotive Tires

Bid Closing Date: 11:00 A.M.(CST), Thursday, October 12, 2017

Original and one (1) copy and one media source required.

No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 17-041 Island Transit Tires**". The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. **Bid Evaluation and Contract Award**

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
 - i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions

shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor

in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
 - i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

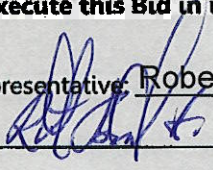
Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

Appendix A (pages 9 through 18) must be included in the bid submittal.

Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

Appendix J (pages 30 through 57) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
ITB Number:	17-041		
Project Title:	Island Transit Automotive Tires		
Submittal Deadline:	Thursday, October 12, 2017 @ 11:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553			
<u>Bidder Information:</u>			
Bidder's Legal Name:	Beasley Tire Service- Houston INC.		
Address:	11802 Eastex Freeway		
City, State & Zip	Houston, TX 77039		
Federal Employers Identification Number #	74-1749475		
Phone Number:	(281) 449-2365	Fax Number:	(281) 449-9436
E-Mail Address:	michaelbeasley@beasleytire.com		
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>Robert Beasley Sr.- President</u>			
Signature of Authorized Representative: 			
Signed this <u>5th</u> (day) of <u>October</u> (month), <u>2017</u> (year)			

I learned of this Invitation to Bid by the following means:

- | | |
|---|---|
| ☐ Newspaper Advertisement | ☐ City E-mail Notification |
| ☒ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

Appendix A – Bid Document (continued)

I. **REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. **Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. **Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. **Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. **Pricing:** Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. **Schedule of Pricing:** Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Bidder's Experience / Staff**

- A. **Project Team:** Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

- C. **Business Establishment:** State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 49; and the number of employees: 173.

- D. **Project Related Experience:** All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: Center Point Energy	
Contact Name: Ed Sparks	Contact Title:
Phone: (713) 207-4541	Email: edward.sparks@centerpointenergy.com
Date and Scope of Work Provided: 20 Years. Total fleet tire work.	

Reference #2:

Client / Company Name: HEB Grocery Company LP	
Contact Name: Ray Reyes	Contact Title:
Phone: (210) 669-0177	Email: reyes.rey@heb.com
Date and Scope of Work Provided: 10 Years. Fleet tire sales and service.	

Reference #3:

Client / Company Name: Aldine Independent School District: Transportation Department	
Contact Name: John Adams	Contact Title:
Phone: (281) 985-6631	Email: jadams@aldine.kiz.tx.us
Date and Scope of Work Provided: 2 Years. School bus tire sales and service.	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ☒ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and

confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: RG022039.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____-_____-_____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in

the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION 0 %

SECOND ADDITIONAL YEAR (FY 2019) ESCALATION..... 1 %

THIRD ADDITIONAL YEAR (FY 2020) ESCALATION 2 %

FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION 2 %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Beasley Tire Service- Houston Inc.

Contract #: 17-041

Description: Island Transit Automotive Tires

Primary Contact (Name): Michael Beasley

Primary Contact Phone Numbers: Home: _____ Cell: (832) 250-3139

Secondary Contact (Name): Robert Beasley Sr.

Secondary Contact Phone Numbers: Home: _____ Cell: (832) 250-3137

After Hours emergency opening fee, if applicable: \$ 0.00

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar day for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax

withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

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

None

**OFFICE
USE
ONLY**

Date
Received

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

I, Robert Beasley Sr. (Person name), the undersigned representative of (Company or

Business Name) Beasley Tire Service- Houston Inc. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

a. Does not boycott Israel currently; and

b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

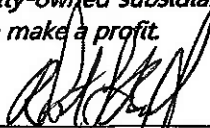
Pursuant to Section 2270.001, Texas Government Code:

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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

10/5/17

SIGNATURE OF COMPANY REPRESENTATIVE



STATE OF Texas
COUNTY OF Harris

§
§

On this day, BEFORE ME, the undersigned, personally appeared Robert Beasley, the Beasley Tire of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of October, 2017.



Stacey Lynn Mitchell
NOTARY PUBLIC in and for the
State of Texas

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Robert Beasley Sr.

Bidder's Printed or Typed Name

Bidder's Signature

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

☒ I am not related by blood or marriage to any official or employee of the
City of Galveston

☐ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

☐ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

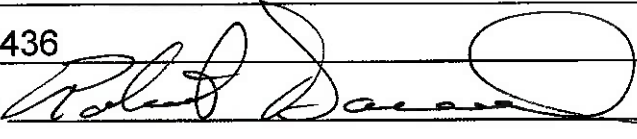
VENDOR Beasley Tire Service- Houston Inc.

ADDRESS 11802 Eastex Freeway

Houston, TX 77039

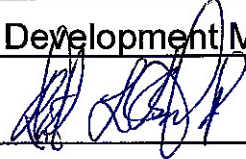
PHONE (281) 449-2365

FAX (281) 449-9436

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Robert Davidson

POSITION WITH COMPANY Dealer Development Manager

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID 

COMPANY OFFICIAL
(PRINTED NAME) Robert Beasley Sr.

OFFICIAL POSITION President

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

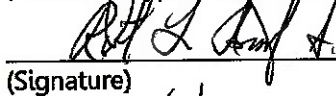
BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Robert Beasley Sr.

(Printed or typed Name of Signatory)



(Signature)

10/5/17

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin".

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued



[Company Name]

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize [Company Name] to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold [Company Name] responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until [Company Name] receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: Community Bank of Texas
Financial Institute Address: 19010 W Lake Houston Parkway Humble, TX 77346
Routing Number: 11100753
Account Number: 1882190554
SWIFT Code: (if applicable) _____

Signature

Company Name: Beasley Tire Service- Houston Inc.

Authorized Signature: _____

Date: 10/5/17

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Work

1. Project Title: Bid 17-041 Island Transit Automotive Tires.

2. Scope of Work Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

**CITY OF GALVESTON ISLAND TRANSIT ITB #17-041
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

This project is funded, in part, using funds from the Federal Transit Administration (FTA). Based on this federal participation, the following Special Provisions will apply to the construction contract to be awarded.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Civil Rights Requirements
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of Federal Transit Administration Terms
8. Government-wide Debarment and Suspension (Nonprocurement)
9. Buy America Requirements
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Energy Conservation Requirements
15. Recycled Products
16. Americans with Disabilities Act (ADA) Accessibility

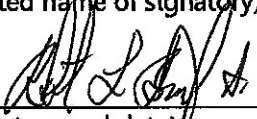
1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Robert Beasley Sr.

(printed name of signatory)

 10/5/15
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

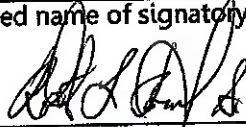
Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Robert Beasley Sr.

(printed name of signatory)

 10/5/11
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

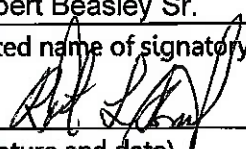
3. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325 49 CFR 633.17
18 CFR 18.36 (i)

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

Robert Beasley Sr.

(printed name of signatory)

 10/5/10

(signature and date)

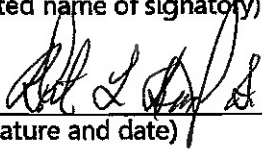
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

4. FEDERAL CHANGES
49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Robert Beasley Sr.

(printed name of signatory)

 10/5/17
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

5. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

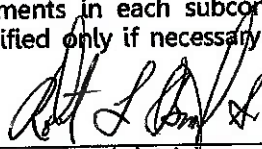
(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Robert Beasley Sr.
(printed name of signatory)


(signature and date)

10/5/17

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(See attached Appendix 6.A.)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2016 is 5.23% of all procurements.**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

Names and addresses of DBE firms that will participate in this contract;

Description of the work each DBE will perform;

Dollar amount of the participation of each DBE firm participating;

Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

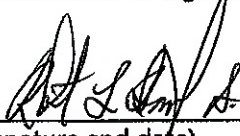
If the contract goal is not met, evidence of good faith efforts to do so.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

Robert Beasley Sr.

(printed name of signatory)

 10/5/17

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

POLICY STATEMENT

Objectives/Policy Statement – Section 26.1, 26.23

The City of Galveston ("City") has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT). The City has received federal financial assistance from the Federal Transit Administration (FTA) and, as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

It is the policy of the City to facilitate and assure that each third party participant will facilitate DBE participation by:

1. Complying with 49 CFR part 26;
2. Not discriminating on the basis of race, color, sex, or national origin;
3. Implementing the City's DBE program; and
4. Verifying DBE Certification.

Island Transit City Grants Manager, Nathan Nevelow, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the FTA.

The City has disseminated this policy statement to the City Council and all of the components of our organization. The City has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.



Brian Maxwell
City Manager

10/17/16

Date

APPROVED AS TO FORM:



City Attorney

APPENDIX 6.A. DISADVANTAGE BUSINESS ENTERPRISE GOOD FAITH EFFORT
Appendix A to 49 CFR Part 26

1. When, a recipient of federal funds establishes a DBE contract goal for a DOT-assisted contract, a Bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can include sufficient subcontractors and/or suppliers to meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, if Bidder does not meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. In any situation in which there is a contract goal, part 26 requires use of the good faith efforts mechanism of this part. The City of Galveston will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. In doing so City will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.
3. Award of a contract is not dependent upon meeting the exact contract goal as long as adequate good faith efforts has been made.
4. The following is a list of types of actions which are considered as part of the Bidder's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. In negotiating with DBEs note the following:
 - i. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE

participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- ii. A Bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - e. DBEs should not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
5. In determining whether a Bidder has made good faith efforts, City may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, City may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

APPENDIX 6.A. BIDDER/CONTRACTOR DBE CERTIFICATION

Instructions: The Bidder/Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) Approximate percent or amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating TUCP certifying agency and appear on TxDOT's TUCP web page. The DBE or SBE certification must be complete by the time the bids are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete the Subcontractor Letter of Intent, agreeing to the information listed herein. If there are no bidders or subcontractors please mark the form with N/A and sign and return with submittal. Only return Letter(s) of Intent if there are firms listed below.

RESPONDENT/ CONTRACTOR: None

1) Name of Subcontractor Firm	2) Address, Telephone # Contact Person	3) Description of Work, Services Provided. Where applicable, specify "supply" or "install" or both.	4) DBE, SBE or nonDBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract

5) ETHNIC CODES: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the **LETTER OF INTENT**, as completed by the DBE or SBE subcontractor(s).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

APPENDIX 6.A. DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have current certification status and be included in the TUCP list on TxDOT's web site by the due date established for this Invitation for Bid (IFB)

1. TO: (Bidder/ Contractor): _____
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the following price \$_____ and/or _____% of the total contract amount (should be the same as found on the **Bidder/Contractor Certification**).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form E and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

BIDDER/

DATE: _____ CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

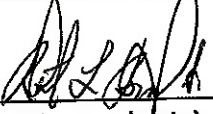
PHONE NUMBER: _____

**7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

Robert Beasley Sr.

(printed name of signatory)

 10/5/17
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(See Instructions & Form 8.A.)

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

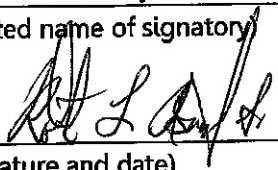
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

Robert Beasley Sr.

(printed name of signatory)

 10/5/17

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

8.A. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

By signing and submitting this form and this bid, the Bidder/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Bidder/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Bidder/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Bidder/Contractor shall provide immediate written notice to the Owner to which this bid is submitted if at any time the Bidder/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Bidder/Contractor agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the
6. The Bidder/Contractor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Bidder/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**8.A. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The Primary Participant (Contractor) certifies to the best of its knowledge and belief, that it and its principals:

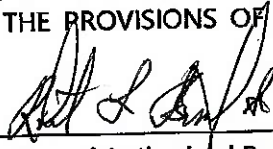
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, *(business name)* Beasley Tire Service-Houston Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Robert Beasley Sr. - President
Name and Title of Authorized Representative

10/5/11
Date


Signature of Authorized Representative

02-080-0017
Duns Number

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

9. BUY AMERICA REQUIREMENTS (Form A)
49 U.S.C. 5323(j) 49 CFR Part 661

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products. PLEASE SIGN ONLY ONE OF THE FOLLOWING SECTIONS.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 10/5/11

Signature [Signature]

Company Name Beasley Tire Service- Houston Inc.

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

10. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

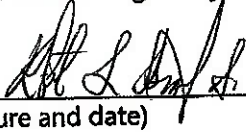
Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Robert Beasley Sr.

(printed name of signatory)

 10/5/12

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

11. LOBBYING (See attached Form 11.A.)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the owner. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

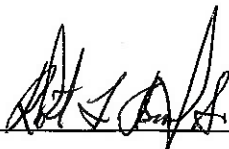
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) 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 cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Beasley Tire Service- Houston Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Robert Beasley Sr.- President Name and title of Contractor's Authorized Official

10/5/17 Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

11.A. LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned, Robert Davidson, certifies that to the best of his or her knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder/Contractor/Subcontractor, Robert Davidson, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Executed this 5 day of October, 2015

By [Signature]
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Robert Davidson
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Dealer Development Manager
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

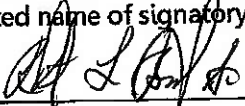
12. CLEAN AIR
42 U.S.C. 7401 et seq 49 CFR Part 18
40 CFR 15.61

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Robert Beasley Sr.

(printed name of signatory)

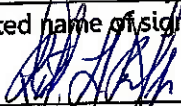
 10/5/17
(signature and date)

13. CLEAN WATER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Robert Beasley/Sr.

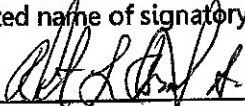
(printed name of signatory)

 10/5/17
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

14. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

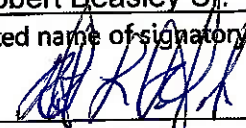
Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Robert Beasley Sr.
(printed name of signatory)
 10/5/17
(signature and date)

15. RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Robert Beasley Sr.
(printed name of signatory)
 10/5/17
(signature and date)

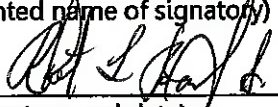
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

16. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor and all of its Subcontractors shall adhere to the ADA Accessibility requirements as follows:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA)
 - c. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles

Robert Beasley Sr.

(printed name of signatory)

 10/5/17

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

4. **Bid Evaluation Factors – See Page 6 Section 7B for Evaluation Factors**

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	September 18, 2017
Deadline for Submittal of Written Questions	October 4, 2017 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	October 12, 2017 @ 11:00 a.m. CST
Anticipated Committee Evaluation Review Date	October 17, 2017
Anticipated Award Date	October 26, 2017

7. Scope of Services

Instructions and Specifications to Bidders:

It is the intent of these specifications that the contractor furnishes automotive tires that the City of Galveston requires during the period of agreement. The City reserves the right to order such quantities of automotive tires as it requires, however, the City is under no obligation to order any automotive tires when it determines that it does not need.

Any and all quantities listed are only estimates based on prior years' usage and are for acquainting the bidder with probable usage. These estimates are not intended to set forth minimum or maximum quantities of this contract.

The City reserves the right to revise or amend the specifications prior to the date set for opening bids. If needed, an addendum to these specifications will announce such revisions or amendments. Copies of such addendum so issued will be furnished to all prospective bidders.

All tires furnished under the specifications shall be of current production and of the latest design and construction. Under no conditions are tires to be furnished which have any documentation of safety problems with the NTSB (National Transportation Safety Board).

Unless otherwise specified and provided for, bids will be considered only from original equipment manufacturers that are and have been engaged in large scale production of tires as their principal occupation for a period of at least 2 years, originally used as standard equipment on representative automobile vehicles throughout their entire make and model.

The manufacturer's name or trademark, normal size, ply and identification or serial number shall be molded on each tire, as well as part number.

The successful bidder shall be required to maintain a fresh stock of tires every 90 to 120 days. Failure to comply with this specification may result in termination of the contract.

Bidding and Award:

Bids shall be submitted on the bid forms attached. The bids should include all state and/or Federal fees if applicable. Bid cannot be altered or amended after opening time. Any alterations made before the bid opening, requires the bidder or his authorized agent to initial all changes prior to opening time. No bid may be withdrawn after opening without approval and based on a written acceptable reason.

Bids will not be considered responsive unless accompanied by:

- A copy of the manufacturer's guarantee and warranty applicable to the brand of tires proposed;
- A copy of the manufacturer's latest published net price list;
- A listing of exception or deviations from the specifications (if any).

Delivery and Pickup Service:

Delivery and pickup service to the desired City locations shall be required at no additional cost to the City of Galveston.

Delivery shall be required in such quantities and at such periods as they may be needed by the

City to the Municipal Garage facility located at 502 32nd Street and the Island Transit maintenance facility located at 3115 Market Street; both located in Galveston, TX, 77550. The contractor shall be required to have in its shelf stock a sufficient quantity to supply the reasonable demands of the City promptly upon request. If unavailable from stock, it shall be the contractor's responsibility to obtain the same tire from some other source. In the event the contractor fails to secure the required tires within 48 hours, the City shall have the option to obtain the required tire(s) from an independent source.

Any attempt by the contractor to substitute and make delivery of automotive tires other than the brand or trade name proposed, without prior written approval by the City, will be sufficient grounds for immediate cancellation of the contract.

Every tire must be guaranteed to be free from defects in workmanship and material without limit as to time and mileage. If examination shows such a tire has failed under terms of the contractor's guarantee, the contractor shall either repair it or make a reasonable allowance on the purchase of a new tire based on the current contract net price. Any such allowance on a tire shall be based on the original tread depth remaining. The bidder must defray the cost of the transportation for both the defective tire and the replacement tire furnished.

CITY OF GALVESTON

BID# 17-041

ISLAND TRANSIT AUTOMOTIVE TIRES

<u>ITEM #</u>	<u>QUANTITY</u>	<u>DESCRIPTION of PRODUCT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
18537	2	MICHELIN 235/75R17.5XMT J	\$369.00	\$738.00
10761	40	BFG LT225/75R16 ALL TERR TA	\$122.00	\$4,880.00
74208	75	BFG 225/70R19.5 ST230 G	\$220.00	\$16,500.00
36530	75	MICHELIN 305/85R22.5 X INCITY	\$708.00	\$53,100.00
TOTAL				\$75,218.00

**ISLAND TRANSIT GARAGE
AUTOMOTIVE TIRE SPECIFICATION
MUST BE BUY AMERICA ACCEPTABLE**

SHOULD THE CITY PURCHASE ITEMS THAT ARE NOT ON THIS LIST, THEY SHALL BE PRICED UTILIZING THE SAME DISCOUNTED % PRICING.

APPL	SIZE	ANNUAL EST	UNIT \$	EXTENDED \$
E BUS	P235/75R 17.5	2	369	738
FORD E450 BUS	LT225/75R 16	40	122	4,880
CHEVY C5500 BUS	225/70R 19.5	75	220	16,500
GILLIG BUS	305/85R22.5 RAD	75	708	53,100

THE UNDERSIGNED HEREBY OFFERS THE ABOVE PRODUCTS IN STRICT ACCORDANCE TO THE SPECIFICATIONS AND IN ACCORDANCE WITH THE GENERAL CONDITIONS OF BIDDING. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL.

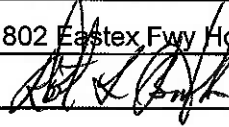
COMPANY

Beasley Tire Service, Houston Inc

ADDRESS

11802 Eastex Fwy Houston, TX 77039

AUTH SIGNATURE



PRINTED

Robert Beasley Sr.



City of Galveston

FLEET FACILITIES STAFF REPORT

December 6, 2017

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed service vehicle and associated equipment from the lowest bidder, Silsbee Ford (#17-005), for a total price of \$34,662, which will be assigned to the Facilities Maintenance Department. The funding source is the Vehicle Capital Outlay account.

I. Background

- A. Funding for new equipment has been earmarked for the listed department.
- B. Specifications were created and the bid process was completed (bid #17-005). Two vendors responded and Silsbee Ford was the lowest bidder for these classifications of vehicles and is currently under a one year contract with the city.
- C. This single vehicle is a ¾ ton regular cab truck with a utility bed and lift gate.
- D. The extended purchase price for this package is \$34,662.
- E. Silsbee Ford is located in Silsbee Texas. The original bid was \$33,862 but an escalation increase from a 2017 model to a 2018 increased the extended price by \$800.
- F. Delivery should be within 60 to 90 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve the purchase of the listed service vehicle and associated equipment from Silsbee Ford for a total price of \$34,662.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$34,662
2. Timing - Delivery should be within 60 to 90 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve the purchase of the listed vehicle(s).

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Vehicle Capital Outlay - Facilities Maintenance
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.





City of Galveston

FLEET FACILITIES STAFF REPORT

VI. Environmental Impact

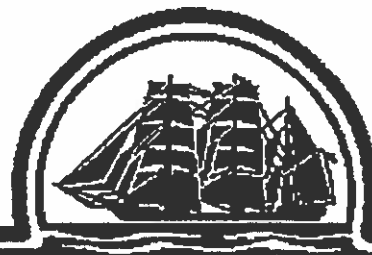
All listed vehicles are produced under current EPA standards.

Respectfully Submitted,

David Smith
Executive Director



City of Galveston



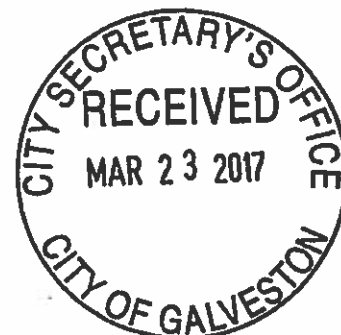
Purchasing Division

P.O. Box 779 / Galveston, Texas 77553-0779

SILSBEE FORD INC.

AND

THE CITY OF GALVESTON



By means of this Agreement, SILSBEE FORD INC. and The City of Galveston, Texas enter into a TWELVE (12) month contract, as the provider for **FLEET VEHICLES SMALL TRUCKS AND SEDANS** for the City of Galveston as approved by the Galveston City Council on **JANUARY 26, 2016 AND FEBRUARY 23, 2017**, in response to Bid # 17-005 Fleet Vehicles Small Trucks and Sedans. The contract term will become effective upon execution by the City.

This Agreement includes all attached documents, including but not limited to the Award Letter. The Invitation to Bid, the Bid response documents from SILSBEE FORD INC. and all attachments thereto, Form 1295, Certificate of Insurance, the Bid and Specifications for the purchase and delivery of **FLEET VEHICLES SMALL TRUCKS AND SEDANS** for the City of Galveston is also attached.

This Agreement is not valid unless certificates of insurance are attached for all types of insurance required by this agreement.

The vendor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

JOINT SEVERABILITY

The phases, clauses, sentences, paragraphs, or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

JURISDICTION AND VENUE

The Parties agree that any litigation arising out of this agreement shall be in the courts of the State of Texas with venue in Galveston County.

UNDERSTANDING, FAIR CONSTRUCTION

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be constructed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

NON-APPROPRIATION AND RIGHT TO TERMINATION

The obligations of the City of Galveston to make payments to SILSBEE FORD INC. pursuant to this Agreement are subject to appropriation by the City of Galveston from funds that are lawfully available to be applied to such purpose. The City of Galveston may terminate this Agreement by providing written notice of such termination prior to the first day of any fiscal period of the City of Galveston during which payments are scheduled, but no appropriation has been made. Upon any such termination of this Agreement, all of Galveston's right, title and interest in its obligations under this Agreement, shall terminate effective on the last day of the last fiscal period of City of Galveston for which such an appropriation was made.

DELIVERABLES

The City of Galveston will inspect and ensure that the FLEET VEHICLES SMALL TRUCKS AND SEDANS is received as per the Scope of Work. If the product was delivered and services are performed to the satisfaction of the City of Galveston officials, payment will be issued to the SILSBEE FORD INC. in a timely manner.

NOTICE

All notices to the City should be sent to:

City Manager
City of Galveston
PO Box 779
Galveston, TX 77553
Fax (409) 797-3521

WITH COPY TO:

City Attorney
City of Galveston
PO Box 779
Galveston, TX 77553
Fax (409) 797-3531

All notices to SILSBEE FORD INC. should be sent to:

1211 US Highway 96 North
Silsbee, Texas 77656

AUTHORITY OF SIGNATORY

The party signing this Agreement on behalf of the contracted supplier represents to the City that this Agreement and the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of the contracted supplier.

SILSBEE FORD INC. acknowledges that The City of Galveston, Texas is a municipality incorporated under the laws of the State of Texas, and that all laws regulating and concerning Texas municipalities apply. SILSBEE FORD INC. acknowledges that The City of Galveston, Texas may only act through its City Council or duly authorized representative. Any act of an employee or officer of the City that is not duly authorized is void.

"Agreed"

VENDOR:

By: RR Fleet Sales 3/7/17
Name Title Date

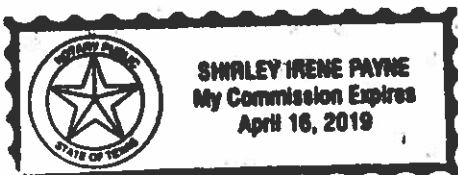
STATE OF Texas §
COUNTY OF Hardin §

On this day, BEFORE ME, the undersigned, personally appeared Richard Lydor, the Fleet Salesman of SILSBEE FORD INC., and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

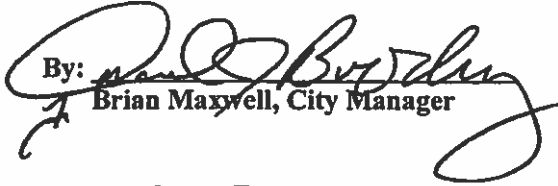
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of March, 2016. 2017

[SEAL]

[Signature]
NOTARY PUBLIC in and for the
State of Texas



The City of Galveston, TX

By: 
Brian Maxwell, City Manager

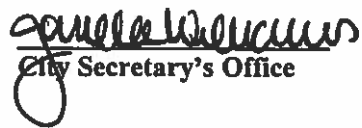
Approved as to Form:

Attest:



3/23/17
Date


City Attorney's Office


City Secretary's Office

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-174830

Date Filed:
03/06/2017

Date Acknowledged:
03/24/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Silsbee Ford Inc.
Silsbee, TX United States

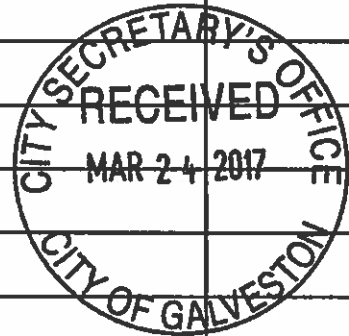
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-041
Vehicle

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Donalson, Drew	Silsbe, TX United States	X	



5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Silsbee Ford Inc.
Silsbee, TX United States

Certificate Number:
2017-174830

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03/06/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

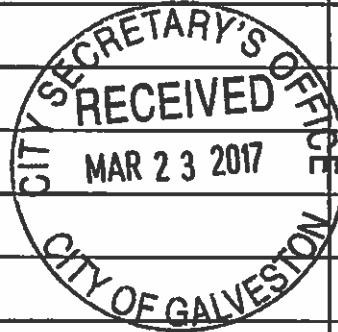
City of Galveston

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-041
Vehicle

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Donalson, Drew	Silsbe, TX United States	X	

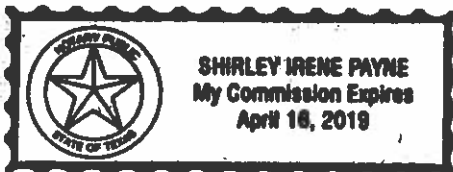


5 Check only if there is NO Interested Party.

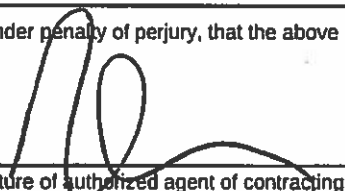
☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Richard Hyde, this the 6th day of March
20 17, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Shirley Payne
Printed name of officer administering oath

Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER
	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935
INSURED DONALSON AUTOMOTIVE HOLDINGS INC, SILSBEE FORD INC PO BOX 815 SILSBEE, TX 77658	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS - COMPIOP AGG
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR			9196680	07/01/2016	07/01/2017	EACH OCCURRENCE \$5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	N	N				AGGREGATE
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	AUTO DEALER LIABILITY	Y	N	9196679	07/01/2016	07/01/2017	AUTO LIAB - EA ACCIDENT \$500,000
							GENERAL LIABILITY
							- EACH ACCIDENT \$500,000
							- AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
POLICY COVERAGE AS OF 03/06/2017

CERTIFICATE HOLDER

CANCELLATION

238-411-3 ATTN: PURCHASING CITY OF GALVESTON PO BOX 779 GALVESTON, TX 77553-0779	18 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

- ☒ Appendix A (pages 9_ through 18_) must be included in the bid submittal.
- ☒ Appendix B – F (pages 20_ through 25_) all forms must be complete and included in the bid submittal.
- ☒ Appendix I (pages 28_ through 50_) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
ITB Number:	17-005		
Project Title:	Fleet Vehicle Small Trucks and Sedans		
Submittal Deadline:	December 15, 2016 @ 10 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Silsbee Ford Inc.		
Address:	1211 US Highway 96 North		
City, State & Zip	Silsbee TX 77656		
Federal Employers Identification Number	76-0533144		
Phone Number:	409.300.1385	Fax Number:	409.895.3884
E-Mail Address:	rhyder.cowboyfleet@gmail.com		888 978 5338
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>Richard Hyder, Fleet Sales</u>			
Signature of Authorized Representative:			
Signed this <u>15</u> (day) of <u>December</u> (month), <u>2016</u> (year)			

I learned of this Invitation to Bid by the following means:

- | | |
|---|---|
| ☐ Newspaper Advertisement | ☐ City E-mail Notification |
| ☒ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

Appendix A – Bid Document (continued)

I. **REQUIRED BID INFORMATION.** IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix I. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. **Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. **Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. **Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. **Pricing:** Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. **Schedule of Pricing:** Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Bidder's Experience / Staff**

- A. **Project Team:** Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

- C. **Business Establishment:** State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 20; and the number of employees: 22.

- D. **Project Related Experience:** All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: Harris County	
Contact Name: Syd Sexton	Contact Title: Fleet Manager
Phone: 713.274.2278	Email: syd.sexton@fs.hctx.net
Date and Scope of Work Provided: Sales of Ford vehicles 2004 to present	

Reference #2:

Client / Company Name: City of Houston	
Contact Name: Lena Farris	Contact Title: Purchaser
Phone: 832.393.8729	Email: lena.farris@houston.tx.gov
Date and Scope of Work Provided: Sales of Ford vehicles 1997 to present	

Reference #3:

Client / Company Name: City of Austin	
Contact Name: Eddie Goebel	Contact Title: Fleet Manager
Phone: 512.978.2639	Email: eddie.goebel@austintexas.gov
Date and Scope of Work Provided: Sales of Ford vehicles 1998 to present	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid (does) x (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and

confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____-_____-_____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for six (6) months after award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to one (1) additional six (6) month term. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in

the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION 2 %

SECOND ADDITIONAL YEAR (FY 2019) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2020) ESCALATION 2 %

FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION 2 %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Silsbee Ford Inc.

Contract #: _____

Description: _____

Primary Contact (Name): Richard Hyder

Primary Contact Phone Numbers: Home: _____ Cell: 409.300.1385

Secondary Contact (Name): Rick Brown

Secondary Contact Phone Numbers: Home: _____ Cell: 409.659.1555

After Hours emergency opening fee, if applicable: \$ 0

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason

of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
 - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
 - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
 - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
 - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix I) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: Prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

Silsbee Ford Inc.

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

12/15/16

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

 X I do not owe the City property taxes that are delinquent.

 I owe City property taxes that are delinquent on property located at

Silsbee Ford Inc.

Bidder's Printed or Typed Name

Bidder's Signature

12/15/16

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix D – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston. 

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Silsbee Ford Inc.

ADDRESS 1211 US Highway 96 North, Silsbee TX 77656

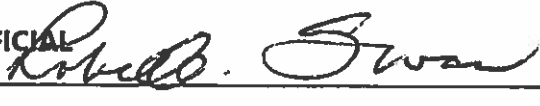
PHONE 409.300.1385

FAX 409.895.3884

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Richard Hyder

POSITION WITH COMPANY Fleet Sales

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID 

COMPANY OFFICIAL
(PRINTED NAME) Robert Swan

OFFICIAL POSITION Fleet Director

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix F – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Richard Hyder

(Printed or typed Name of Signatory)

(Signature)

12/15/16

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – Scope of Work

1. **Project Title: Bid 17-005 Fleet Vehicle Small Trucks and Sedans.**

2. **Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

This section intentionally left blank.

4. **Bid Evaluation Factors**

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	November 21, 2016
Deadline for Submittal of Written Questions	December 8, 2016 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	December 15, 2016 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	December 19, 2016
Anticipated Award Date	January 26, 2017

7. Scope of Services



City of Galveston Municipal Fleet Facility

The City of Galveston is accepting offers on one vehicle per specification. The winning bid shall be awarded to the vendor that can supply the equipment that meets specifications and can provide the best value for the city. The City of Galveston can award vehicles to multiple vendors.

This vehicle should be bid separately from any other vehicle. Vehicles will only be purchased if funding is available at the time of award. **The City of Galveston reserves the right to order one (1) or more of these vehicles at the bid price during the next six (6) months from the date of the bid opening.** The city also reserves the right to rebid at any time.

The City of Galveston is tax exempt, therefore, taxes and license fees should not be added to the price.

A space has been supplied to the right of each item for the vendor to acknowledge "comply" or "no comply". An explanation can be written and attached, as well.

Any references to any named brand is for bidding purposes only. These specifications are open for all makes and brands that meet equal or better specifications.

The winning bidder shall deliver the equipment to the City of Galveston Municipal Garage Facility located at 502 32nd, Galveston Texas 77550 along with a Certificate of Origin, Invoice, Safety Inspection Form, Odometer Disclosure Statement, Temporary License Tag and a signed TXDOT 130-U form.

Bidder shall be able to provide service and parts to the City of Galveston upon order.

Service manuals are to be furnished at time of delivery.

The equipment furnished under this specification shall be the highest of quality workmanship and material.

The vehicle shall be completely assembled, serviced, adjusted, cleaned and all equipment including standard and supplemental equipment installed, and the unit made ready for continuous use when delivered to 502 32nd, Galveston Texas. All items not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Any equipment or materials under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors, labels and appropriate markings

must be in place before delivery. This, also, includes compliance with applicable OSHA requirements and EPA Standards for exhaust emissions and noise (if applicable). Items not meeting required specifications will be refused.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, and capacity supplied with standard production models, and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

Vehicle (s) must be delivered to 502 32nd in Galveston Texas prior to September 30, 2017.

Police vehicles specified in this bid have to be completely dressed out as specified, by the dealership, before being delivered.

City of Galveston Vehicle Specifications

A - Specifications for bids on one 1/2 ton regular cab truck with a short bed.

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, 1/2 ton, 4X2, regular cab	✓	
1.02	Short bed with wheel wells inside bed, style side	✓	
1.03	Two doors	✓	
2.00	WHEELBASE		
2.01	Wheelbase 109-125	✓	
3.00	PAYLOAD SUSPENSION		
3.01	1/2 ton model with heavy duty payload components	✓	
3.02	N/A		
3.03	N/A		
3.04	N/A		
4.00	ENGINE		
4.01	Gasoline engine 6 cylinder	✓	
4.02	N/A		
4.03	Maximum cooling package offered for model line	✓	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	✓	
5.02	N/A		
5.03	N/A		
5.04	2 wheel drive with limited slip differential	✓	
6.00	ELECTRICAL SYSTEM		
6.01	HD alternator		
6.02	HD battery		
7.00	BRAKES		
7.01	Heavy service package, power assisted	✓	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	✓	
7.03	N/A		
8.00	INTERIOR		
8.01	Front split seats, light blue or gray in color	✓	
8.02	Heavy duty insulated rubber flooring throughout	✓	
8.03	Heavy duty rubber floor mats	✓	
8.04	Color to correspond with interior color choices	✓	
8.05	N/A		
8.06	Color keyed full base headliner	✓	
8.07	Power points		
8.08	Driver and passenger airbags	✓	
8.09	Safety belts with continuous lap shoulder	✓	
8.10	Rear view mirror	✓	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	✓	
9.00	PAINT		
9.01	Factory bright white with clear coat	✓	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	✓	
10.02	Standard wheels with hub covers	✓	
10.03	Full size spare tire and wheel mounted under vehicle	✓	
11.00	CONVENIENCE		
11.01	N/A		
11.02	N/A		
11.03	Cargo light	✓	
11.04	N/A		

A - Specifications for bids on one 1/2 ton regular cab truck with a short bed.

		Comply	N/ Comply
11.05	Dome light	✓	
11.06	Two speed wipers	✓	
11.07	Factory installed air conditioning and heating	✓	
11.08	Sound insulation package	✓	
11.09	Inside hood release	✓	
11.10	Factory installed power steering	✓	
11.11	Factory installed AM/FM clock radio	✓	
11.12	Full gauge instrumental package	✓	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	✓	
12.02	Heavy duty rear bumper	✓	
12.03	Factory installed side moldings optional	✓	
12.04	Factory installed tinted glass	✓	
12.05	Rust and corrosion proof	✓	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 rating)	✓	
12.07	Cat IV trailer hitch w/ receiver hitch and 2 inch ball	✓	
12.08	N/A		
12.09	Spray in bed liner	✓	
12.10	N/A		
12.11	High capacity single fuel tank	✓	
12.12	N/A		
12.13	Full sized black rear window protector (headache rack)	✓	
12.14	Tailgate Mount - two TIR Optic LED Lightheads (6 High Powered Amber LEDs)	✓	
12.15	Four BRIGHT white LED lights mounted in both headlights and reverse lights	✓	
12.16	State of Texas Inspection	✓	
12.17	Four (4) sets of keys	✓	
12.18	Amber lights controlled by a single toggle switch at dash	✓	

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K mile Powertrain	x	\$815
20.02	Running boards	x	\$250
20.03	Single lid low profile crossover aluminum toolbox equivalent to the Rawson Koenig	x	\$695
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$1760

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 23,170

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

B - Specifications for bids on one 1/2 ton regular cab truck with a long bed

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, 1/2 ton, 4X2, regular cab	✓	
1.02	Long bed with wheel wells inside bed, style side	✓	
1.03	Two doors	✓	
2.00	WHEELBASE		
2.01	Wheelbase 109-125	✓	
3.00	PAYLOAD SUSPENSION		
3.01	1/2 ton model with heavy duty payload components	✓	
3.02	N/A		
3.03	N/A		
3.04	N/A		
4.00	ENGINE		
4.01	Gasoline engine 6 cylinder	✓	
4.02	N/A		
4.03	Maximum cooling package offered for model line	✓	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	✓	
5.02	N/A		
5.03	N/A		
5.04	2 wheel drive with limited slip differential	✓	
6.00	ELECTRICAL SYSTEM		
6.01	HD alternator	✓	
6.02	HD battery	✓	
7.00	BRAKES		
7.01	Heavy service package, power assisted	✓	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	✓	
7.03	N/A		
8.00	INTERIOR		
8.01	Front split seats, light blue or gray in color	✓	
8.02	Heavy duty insulated rubber flooring throughout	✓	
8.03	Heavy duty rubber floor mats	✓	
8.04	Color to correspond with interior color choices	✓	
8.05	N/A		
8.06	Color keyed full base headliner	✓	
8.07	Power points	✓	
8.08	Driver and passenger airbags	✓	
8.09	Safety belts with continuous lap shoulder	✓	
8.10	Rear view mirror	✓	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	✓	
9.00	PAINT		
9.01	Factory bright white with clear coat	✓	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	✓	
10.02	Standard wheels with hub covers	✓	
10.03	Full size spare tire and wheel mounted under vehicle	✓	
11.00	CONVENIENCE		
11.01	N/A		
11.02	N/A		
11.03	Cargo light	✓	
11.04	N/A		

B - Specifications for bids on one 1/2 ton regular cab truck with a long bed

		Comply	N/ Comply
11.05	Dome light	✓	
11.06	Two speed wipers	✓	
11.07	Factory installed air conditioning and heating	✓	
11.08	Sound insulation package	✓	
11.09	Inside hood release	✓	
11.10	Factory installed power steering	✓	
11.11	Factory installed AM/FM clock radio	✓	
11.12	Full gauge instrumental package	✓	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	✓	
12.02	Heavy duty rear bumper	✓	
12.03	Factory installed side moldings optional	✓	
12.04	Factory installed tinted glass	✓	
12.05	Rust and corrosion proof	✓	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 rating)	✓	
12.07	Cat IV trailer hitch w/ receiver hitch and 2 inch ball	✓	
12.08	N/A		
12.09	Spray in bed liner	✓	
12.10	N/A		
12.11	High capacity single fuel tank	✓	
12.12	N/A		
12.13	Full sized black rear window protector (headache rack)	✓	
12.14	Tailgate Mount - two TIR Optic LED Lighthead (6 High Powered Amber LEDs)	✓	
12.15	Four BRIGHT white LED lights mounted in both headlights and reverse lights	✓	
12.16	State of Texas Inspection	✓	
12.17	Four (4) sets of keys	✓	
12.18	Amber lights controlled by a single toggle switch at dash	✓	

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K mile powertrain	x	\$815
20.02	Running boards	x	\$250
20.03	Single lid low profile crossover aluminum toolbox equivalent to the Rawson Koenig	x	\$695
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$1760

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 23468

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

C - Specifications for bids on one 1/2 ton super cab truck with a short bed.

		Comply	N/ Comply
1.00	STYLE/MODEL/DRIVE		
1.01	2017 or newer, 1/2 ton, 4X2, super cab.	✓	
1.02	Short bed with wheel wells inside bed, style side	✓	
1.03	Two doors	✓	
2.00	WHEELBASE		
2.01	Wheelbase 109-125 145	✓	
3.00	PAYLOAD SUSPENSION		
3.01	1/2 ton model with heavy duty payload components	✓	
3.02	Heavy duty suspension	✓	
3.03	Maximum payload package available for model line	✓	
3.04	Super cab style with extra storage area behind seat	✓	
4.00	ENGINE		
4.01	Gasoline engine 8 cylinder	✓	
4.02	Engine cooler	✓	
4.03	Maximum engine cooling package available for model line	✓	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	✓	
5.02	N/A		
5.03	N/A		
5.04	2 wheel drive with limited slip differential	✓	
6.00	ELECTRICAL SYSTEM		
6.01	HD alternator	✓	
6.02	HD battery	✓	
7.00	BRAKES		
7.01	Heavy service package, power assisted	✓	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	✓	
7.03	N/A		
8.00	INTERIOR		
8.01	Front seats, light blue or gray in color	✓	
8.02	Heavy duty insulated rubber flooring throughout	✓	
8.03	Heavy duty rubber floor mats	✓	
8.04	Color to correspond with interior color choices	✓	
8.05	N/A		
8.06	Color keyed full base headliner	✓	
8.07	Power points	✓	
8.08	Driver and passenger airbags	✓	
8.09	Safety belts with continuous lap shoulder	✓	
8.10	Rear view mirror	✓	
8.11	Ext side mirrors mount swing away (Driver should include convex mirror)	✓	
9.00	PAINT		
9.01	Factory bright white with clear coat	✓	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	✓	
10.02	Standard wheels with hub covers	✓	
10.03	Full size spare tire and wheel mounted under vehicle	✓	
11.00	CONVENIENCE		
11.01	N/A		
11.02	N/A		
11.03	N/A		
11.04	N/A		

C - Specifications for bids on one 1/2 ton super cab truck with a short bed.

		Comply	N/ Comply
11.05	Dome light	✓	
11.06	Two speed wipers with intermittent interval feature	✓	
11.07	Factory installed air conditioning and heating	✓	
11.08	Sound insulation package	✓	
11.09	Inside hood release	✓	
11.10	Factory installed power steering	✓	
11.11	Factory installed AM/FM clock radio	✓	
11.12	Full gauge instrumental package	✓	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	✓	
12.02	Heavy duty rear bumper	✓	
12.03	Factory installed side moldings optional	✓	
12.04	Factory installed tinted glass	✓	
12.05	Rust and corrosion proof	✓	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 BC rating)	✓	
12.07	Cat IV trailer hitch w/ receiver hitch with 2 inch ball	✓	
12.08	N/A		
12.09	Spray in bed liner	✓	
12.10	N/A		
12.11	High capacity single fuel tank	✓	
12.12	N/A		
12.13	Full sized black rear window protector (headache rack)	✓	
12.14	Tailgate Mount - two TIR Optic LED Lightheads (6 High Powered Amber LEDs)	✓	
12.15	Four BRIGHT white LED lights mounted in both headlights and reverse lights	✓	
12.16	State of Texas Inspection	✓	
12.17	Four (4) sets of keys	✓	
12.18	Amber lights controlled by a single toggle switch at dash	✓	

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K mile powertrain	x	\$815
20.02	Running boards	x	\$250
20.03	Single lid low profile crossover aluminum toolbox equivalent to the Rawson Koenig	x	\$695
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$1760

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 26,568

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

D - Specifications for bids on one 3/4 ton regular cab truck with a long bed

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, 3/4 ton, 4X2, with two doors	✓	
1.02	Long bed with wheel wells inside bed, style side	✓	
1.03	Full size unit	✓	
2.00	WHEELBASE		
2.01	Wheelbase 137-163 inch	✓	
3.00	PAYLOAD SUSPENSION		
3.01	3/4 ton model with heavy duty payload components	✓	
3.02	Heavy duty suspension	✓	
3.03	Maximum payload package available for model line	✓	
3.04	Heavy duty trailer towing package with 6-7 pin harness	✓	
4.00	ENGINE		
4.01	Gasoline engine V8	✓	
4.02	Engine oil cooler	✓	
4.03	Maximum cooling package offered for model line	✓	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	✓	
5.02	Transmission oil cooler	✓	
5.03	N/A		
5.04	2 wheel drive with limited slip differential	✓	
6.00	ELECTRICAL SYSTEM		
6.01	Minimum 130 amp alternator	✓	
6.02	Heavy duty battery, minimum 750 CCA	✓	
7.00	BRAKES		
7.01	Heavy service package, power assisted	✓	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	✓	
7.03	Trailer brake control mounted inside vehicle, factory	✓	
8.00	INTERIOR		
8.01	Front split bench seats, light blue or gray in color, 40-20-40 vinyl	✓	
8.02	Heavy duty insulated rubber flooring throughout	✓	
8.03	Heavy duty rubber floor mats (front and rear)	✓	
8.04	Color to correspond with interior color choices	✓	
8.05	N/A		
8.06	Color keyed full base headliner	✓	
8.07	Power points	✓	
8.08	Driver and passenger airbags	✓	
8.09	Safety belts with continuous lap shoulder	✓	
8.10	Rear view mirror	✓	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	✓	
9.00	PAINT		
9.01	Factory bright white with clear coat	✓	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	✓	
10.02	Standard wheels with hub covers	✓	
10.03	Full size spare tire and wheel mounted under vehicle	✓	
11.00	CONVENIENCE		
11.01	N/A		
11.02	Light under hood	✓	
11.03	Cargo light	✓	
11.04	N/A		

D - Specifications for bids on one 3/4 ton regular cab truck with a long bed

		Comply	N/ Comply
11.05	Dome light	/	
11.06	Two speed wipers with intermittent interval feature	/	
11.07	Factory installed air conditioning and heating	/	
11.08	Sound insulation package	/	
11.09	Inside hood release	/	
11.10	Factory installed power steering	/	
11.11	Factory installed AM/FM clock radio	/	
11.12	Full gauge instrumental package	/	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	/	
12.02	Heavy duty rear bumper	/	
12.03	Factory installed side moldings optional	/	
12.04	Factory installed tinted glass all windows	/	
12.05	Rust and corrosion proof	/	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 BC rating)	/	
12.07	Cat IV, heavy duty trailer hitch assembly, frame attached	/	
12.08	Receiver shaft with a 2" ball	/	
12.09	Spray in bed liner	/	
12.10	Single lid cross aluminum box/toolbox equivalent to the Rawson Koenig low profile	/	
12.11	High capacity single fuel tank	/	
12.12	Running boards to extend from front to rear doors	/	
12.13	Full sized black rear window protector (headache rack)	/	
12.14	D - Tailgate Mount - two TIR Optic LED Lightheads (6 High Powered Amber LEDs)	/	
12.15	Four BRIGHT white LED lights mounted in both headlights and reverse lights	/	
12.16	State of Texas Inspection	/	
12.17	Four (4) sets of keys	/	
12.18	Amber lights controlled by a single toggle switch at dash	/	

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K powertrain	x	\$870
20.02	Running Boards	x	\$320
20.03	N/A		
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$1,190

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 25,968

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

E - Specifications for bids on one 3/4 ton crew cab truck with a long bed

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, 3/4 ton, 4X2	/	
1.02	Long bed with wheel wells inside bed, style side	/	
1.03	Four regular opening doors	/	
2.00	WHEELBASE		
2.01	Wheelbase 137-163 inch	/	
3.00	PAYLOAD SUSPENSION		
3.01	3/4 ton model with heavy duty payload components	/	
3.02	Heavy duty suspension	/	
3.03	Maximum payload package available for model line	/	
3.04	Heavy duty trailer towing package with 6-7 pin harness	/	
4.00	ENGINE		
4.01	Gasoline engine V8	/	
4.02	Engine oil cooler	/	
4.03	Maximum cooling package offered for model line	/	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	/	
5.02	Transmission oil cooler	/	
5.03	N/A		
5.04	2 wheel drive with limited slip differential	/	
6.00	ELECTRICAL SYSTEM		
6.01	Minimum 130 amp alternator	/	
6.02	Heavy duty battery, minimum 750 CCA	/	
7.00	BRAKES		
7.01	Heavy service package, power assisted	/	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	/	
7.03	Trailer brake control mounted inside vehicle, factory	/	
8.00	INTERIOR		
8.01	Front split bench seats, light blue or gray in color, 40-20-40 vinyl	/	
8.02	Heavy duty insulated rubber flooring throughout	/	
8.03	Heavy duty rubber floor mats (front and rear)	/	
8.04	Color to correspond with interior color choices	/	
8.05	Rear cab vinyl seating	/	
8.06	Color keyed full base headliner	/	
8.07	Power points	/	
8.08	Driver and passenger airbags	/	
8.09	Safety belts with continuous lap shoulder	/	
8.10	Rear view mirror	/	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	/	
9.00	PAINT		
9.01	Factory bright white with clear coat	/	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	/	
10.02	Standard wheels with hub covers	/	
10.03	Full size spare tire and wheel mounted under vehicle	/	
11.00	CONVENIENCE		
11.01	N/A		
11.02	Light under hood	/	
11.03	Cargo light	/	
11.04	N/A		

E - Specifications for bids on one 3/4 ton crew cab truck with a long bed

		Comply	N/ Comply
11.05	Dome light	/	
11.06	Two speed wipers with intermittent interval feature	/	
11.07	Factory installed HD air conditioning/heating	/	
11.08	Sound insulation package	/	
11.09	Inside hood release	/	
11.10	Factory installed power steering	/	
11.11	Factory installed AM/FM clock radio	/	
11.12	Full gauge instrumental package	/	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	/	
12.02	Heavy duty rear bumper	/	
12.03	Factory installed side moldings optional	/	
12.04	Factory installed tinted glass	/	
12.05	Rust and corrosion proof	/	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 BC rating)	/	
12.07	Cat IV, heavy duty trailer hitch assembly, frame attached	/	
12.08	Receiver shaft with a 2" ball	/	
12.09	Spray in bed liner	/	
12.10	Single lid cross aluminum box/toolbox equivalent to the Rawson Koenig low profile	/	
12.11	High capacity single fuel tank	/	
12.12	Running boards to extend from front to rear doors	/	
12.13	Full sized black rear window protector (headache rack)	/	
12.14	Tailgate Mount - two TIR Optic LED Lightheads (6 High Powered Amber LEDs)	/	
12.15	Four BRIGHT white LED lights mounted in both headlights and reverse lights	/	
12.16	State of Texas Inspection	/	
12.17	Four (4) sets of keys	/	
12.18	Amber light controlled by a single toggle switch at dash	/	

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K mile powertrain	x	\$870
20.02	Running Boards	x	\$395
20.03	N/A		
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$1,265

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 29,562

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

F - Specifications for bids on one 3/4 ton regular cab truck with a utility bed and lift gate

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, 3/4 ton, 4X2, two doors	/	
1.02	Utility RKI service bed w/ three compartments each side & cab protector	/	
1.03	Rear lift gate / 1,000 lbs. minimum	/	
2.00	WHEELBASE		
2.01	Wheelbase 137-163 inch	/	
3.00	PAYLOAD SUSPENSION		
3.01	3/4 ton model with heavy duty payload components	/	
3.02	Heavy duty suspension	/	
3.03	Maximum payload package available for model line	/	
3.04	Heavy duty trailer towing package with 6-7 pin harness	/	
4.00	ENGINE		
4.01	Gasoline engine, V8	/	
4.02	Engine oil cooler	/	
4.03	Maximum cooling package offered for model line	/	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	/	
5.02	Transmission oil cooler	/	
5.03	N/A		
5.04	2 wheel drive with rear wheel drive	/	
6.00	ELECTRICAL SYSTEM		
6.01	Minimum 130 amp alternator	/	
6.02	Heavy duty battery, minimum 750 CCA	/	
7.00	BRAKES		
7.01	Heavy service package, power assisted	/	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	/	
7.03	Trailer brake control mounted inside vehicle, factory	/	
8.00	INTERIOR		
8.01	Front split bench seats, light blue or gray in color, 40-20-40 vinyl	/	
8.02	Heavy duty insulated rubber flooring throughout	/	
8.03	Heavy duty rubber floor mats	/	
8.04	Color to correspond with interior color choices	/	
8.05	N/A		
8.06	Color keyed full base headliner	/	
8.07	Power points	/	
8.08	Driver and passenger airbags	/	
8.09	Safety belts with continuous lap shoulder	/	
8.10	Rear view mirror	/	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	/	
9.00	PAINT		
9.01	Factory bright white with clear coat	/	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	/	
10.02	Standard wheels with hub covers	/	
10.03	Full size spare tire and wheel mounted under vehicle	/	
11.00	CONVENIENCE		
11.01	N/A		
11.02	Light under hood	/	
11.03	Cargo light	/	
11.04	N/A		

F - Specifications for bids on one 3/4 ton regular cab truck with a utility bed and lift gate

		Comply	N/ Comply
11.05	Dome light	/	
11.06	Two speed wipers with intermittent interval feature	/	
11.07	Factory installed HD air conditioning/heating	/	
11.08	Sound insulation package	/	
11.09	Inside hood release	/	
11.10	Factory installed power steering	/	
11.11	Factory installed AM/FM clock radio	/	
11.12	Full gauge instrumental package	/	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	/	
12.02	Heavy duty rear bumper	/	
12.03	Factory installed side moldings optional	/	
12.04	Factory installed tinted glass	/	
12.05	Rust and corrosion proof	/	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 BC rating)	/	
12.07	Cat IV, heavy duty trailer hitch assembly, frame attached	/	
12.08	Receiver shaft with a 2" ball	/	
12.09	Spray in bed liner to cover floor, sides, and top	/	
12.10	N/A		
12.11	High capacity single fuel tank	/	
12.12	Running boards to extend from front to rear doors	/	
12.13	Full sized black rear window protector (headache rack)	/	
12.14	Tool box Mount - two TIR Optic LED Lighthead (6 High Powered Amber LEDs)	/	
12.15	Four BRIGHT white LED lights mounted in both headlights and reverse lights	/	
12.16	State of Texas Inspection	/	
12.17	Four (4) sets of keys	/	
12.18	Amber lights controlled by a single toggle switch at dash	/	

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K miles	x	\$870
20.02	Running Boards	x	\$320
20.03	N/A		
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$1190

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 33,862

Must be received by 09/30/2015 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

G - Specifications for bids on one 1 ton crew cab truck with a long bed

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, 1 ton, 4X2	/	
1.02	Long bed with wheel wells inside bed, style side	/	
1.03	Four regular opening doors	/	
2.00	WHEELBASE		
2.01	Wheelbase 137-163 inch 176	/	
2.00	PAYLOAD SUSPENSION		
3.01	1 ton model with heavy duty payload components	/	
3.02	Heavy duty suspension	/	
3.03	Maximum payload package available for model line	/	
3.04	Heavy duty trailer towing package with 6-7 pin harness	/	
4.00	ENGINE		
4.01	Gasoline engine V8	/	
4.02	Engine oil cooler	/	
4.03	Maximum cooling package offered for model line	/	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	/	
5.02	Transmission oil cooler	/	
5.03	N/A	/	
5.04	2 wheel drive with limited slip differential	/	
6.00	ELECTRICAL SYSTEM		
6.01	Minimum 130 amp alternator	/	
6.02	Heavy duty battery, minimum 750 CCA	/	
7.00	BRAKES		
7.01	Heavy service package, power assisted	/	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	/	
7.03	Trailer brake control mounted inside vehicle, factory	/	
8.00	INTERIOR		
8.01	Front split bench seats, light blue or gray in color, 40-20-40 vinyl	/	
8.02	Heavy duty insulated rubber flooring throughout	/	
8.03	Heavy duty rubber floor mats (front and rear)	/	
8.04	Color to correspond with interior color choices	/	
8.05	Rear cab vinyl seating	/	
8.06	Color keyed full base headliner	/	
8.07	Power points	/	
8.08	Driver and passenger airbags	/	
8.09	Safety belts with continuous lap shoulder	/	
8.10	Rear view mirror	/	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	/	
9.00	PAINT		
9.01	Factory bright white with clear coat	/	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	/	
10.02	Standard wheels with hub covers	/	
10.03	Full size spare tire and wheel mounted under vehicle	/	
11.00	CONVENIENCE		
11.01	N/A		
11.02	Light under hood	/	
11.03	Cargo light	/	
11.04	N/A		

G - Specifications for bids on one 1 ton crew cab truck with a long bed

		Comply	N/ Comply
11.05	Dome light	✓	
11.06	Two speed wipers with intermittent interval feature	✓	
11.07	Factory installed HD air conditioning/heating	✓	
11.08	Sound insulation package	✓	
11.09	Inside hood release	✓	
11.10	Factory installed power steering	✓	
11.11	Factory installed AM/FM clock radio	✓	
11.12	Full gauge instrumental package	✓	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	✓	
12.02	Heavy duty rear bumper	✓	
12.03	Factory installed side moldings optional	✓	
12.04	Factory installed tinted glass	✓	
12.05	Rust and corrosion proof	✓	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 BC rating)	✓	
12.07	Cat IV, heavy duty trailer hitch assembly, frame attached	✓	
12.08	Receiver shaft with a 2" ball	✓	
12.09	Spray in bed liner	✓	
12.10	Single lid cross aluminum box/toolbox equivalent to the Rawson Koenig low profile	✓	
12.11	High capacity single fuel tank	✓	
12.12	Running boards to extend from front to rear doors	✓	
12.13	Full sized black rear window protector (headache rack)	✓	
12.14	Tailgate Mount - two TIR Optic LED Lighthead (6 High Powered Amber LEDs)	✓	
12.15	Four BRIGHT white LED lights mounted in both headlights and reverse lights	✓	
12.16	State of Texas Inspection	✓	
12.17	Four (4) sets of keys	✓	
12.18	Amber light controlled by a single toggle switch at dash	✓	

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty	x	\$870
20.02	Running Boards	x	\$370
20.03	Diesel engine replacing gas engine	x	\$8080
20.04	4 X 4 replaces 2 X 4	x	\$3400
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$12720

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 31,532

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

H - Specifications for bids on one large SUV that can seat 5 to 8 people

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, 4X2, SUV w/four doors with rear hatch	✓	
1.02	Should include seating for 5 to 8 people	✓	
1.03	N/A		
2.00	WHEEL BASE		
2.01	Wheelbase 119" to 122"	✓	
3.00	PAYLOAD SUSPENSION		
3.01	N/A		
3.02	Heavy duty suspension	✓	
3.03	Maximum payload package available for model line	✓	
3.04	Heavy duty trailer towing package with 6-7 pin harness	✓	
4.00	ENGINE		
4.01	Gasoline engine, V8	✓	
4.02	N/A		
4.03	Maximum cooling package offered for model line	✓	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	✓	
5.02	N/A		
5.03	N/A		
5.04	2 wheel drive with rear wheel drive	✓	
6.00	ELECTRICAL SYSTEM		
6.01	Heavy duty alternator	✓	
6.02	Heavy duty battery, minimum 750 CCA	✓	
7.00	BRAKES		
7.01	Heavy service package, power assisted	✓	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	✓	
7.03	Trailer brake control mounted inside vehicle, factory	✓	
8.00	INTERIOR		
8.01	Front split seats, light blue or gray in color	✓	
8.02	Heavy duty insulated rubber flooring throughout	✓	
8.03	Power windows and door locks	✓	
8.04	Color to correspond with interior color choices	✓	
8.05	Third row seat installed	✓	
8.06	Color keyed full base headliner	✓	
8.07	Power points	✓	
8.08	Driver and passenger airbags	✓	
8.09	Safety belts with continuous lap shoulder	✓	
8.10	Rear view mirror	✓	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	✓	
9.00	PAINT		
9.01	Factory bright white with clear coat	✓	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	✓	
10.02	Standard wheels with hub covers	✓	
10.03	Full size spare tire and wheel mounted under vehicle	✓	
11.00	CONVENIENCE		
11.01	N/A		
11.02	N/A		
11.03	Cargo light	✓	
11.04	N/A		

H - Specifications for bids on one large SUV that can seat 5 to 8 people

		Comply	N/ Comply
11.05	Dome light	✓	
11.06	Two speed wipers with intermittent interval feature	✓	
11.07	Factory installed HD air conditioning/heating	✓	
11.08	Sound insulation package	✓	
11.09	Inside hood release	✓	
11.10	Factory installed power steering	✓	
11.11	Factory installed AM/FM clock radio	✓	
11.12	Full gauge instrumental package	✓	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	✓	
12.02	Heavy duty rear bumper	✓	
12.03	Factory installed side moldings optional	✓	
12.04	Factory installed tinted glass	✓	
12.05	Rust and corrosion proof	✓	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 BC rating)	✓	
12.07	Cat IV, heavy duty trailer hitch assembly, frame attached	✓	
12.08	Receiver shaft with a 2" ball	✓	
12.09	N/A		
12.10	N/A		
12.11	High capacity single fuel tank	✓	
12.12	Running boards to extend from front to rear doors	✓	
12.13	N/A		
12.14	N/A		
12.15	Four BRIGHT amber LED lights mounted in both headlights and tail lights	✓	
12.16	State of Texas Inspection	✓	
12.17	Four (4) sets of keys	✓	
12.18	N/A		

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K powertrain	x	\$870
20.02	N/A		
20.03	N/A		
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$870

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Power train	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 32,478

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

I - Specifications for bids on one smaller sedan (Fusion or equal)

		Comply	N/ Comply
1.00	STYLE MODEL DRIVE		
1.01	2017 or newer, small sedan	✓	
1.02	N/A		
1.03	Four doors	✓	
2.00	WHEEL BASE		
2.01	Wheelbase 109-125	✓	
3.00	PAYLOAD SUSPENSION		
3.01	N/A		
3.02	N/A		
3.03	N/A		
3.04	N/A		
4.00	ENGINE		
4.01	Gasoline engine 4 cylinder	✓	
4.02	N/A		
4.03	Maximum cooling package offered for model line	✓	
5.00	TRANSMISSION		
5.01	Electronic automatic overdrive transmission	✓	
5.02	N/A		
5.03	N/A		
5.04	2 wheel drive	✓	
6.00	ELECTRICAL SYSTEM		
6.01	HD alternator	✓	
6.02	HD battery	✓	
7.00	BRAKES		
7.01	Heavy service package, power assisted	✓	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)	✓	
7.03	N/A		
8.00	INTERIOR		
8.01	Front split seats, light blue or gray in color	✓	
8.02	N/A		
8.03	Heavy duty rubber floor mats	✓	
8.04	Color to correspond with interior color choices	✓	
8.05	N/A		
8.06	Color keyed full base headliner	✓	
8.07	Power points	✓	
8.08	Driver and passenger airbags	✓	
8.09	Safety belts with continuous lap shoulder	✓	
8.10	Rear view mirror	✓	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)	✓	
9.00	PAINT		
9.01	Factory bright white with clear coat	✓	
10.00	TIRES AND WHEELS		
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials	✓	
10.02	Standard wheels with hub covers	✓	
10.03	Spare tire	✓	
11.00	CONVENIENCE		
11.01	N/A		
11.02	N/A		
11.03	N/A		
11.04	N/A		

I - Specifications for bids on one smaller sedan (Fusion or equal)

		Comply	N/ Comply
11.05	Dome light	✓	
11.06	Two speed wipers	✓	
11.07	Factory installed air conditioning and heating	✓	
11.08	Sound insulation package	✓	
11.09	Inside hood release	✓	
11.10	Factory installed power steering	✓	
11.11	Factory installed AM/FM clock radio	✓	
11.12	Full gauge instrumental package	✓	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	✓	
12.02	N/A		
12.03	Factory installed side moldings optional	✓	
12.04	Factory installed tinted glass	✓	
12.05	Rust and corrosion proof	✓	
12.06	N/A		
12.07	N/A		
12.08	N/A		
12.09	N/A		
12.10	N/A		
12.11	N/A		
12.12	N/A		
12.13	N/A		
12.14	N/A		
12.15	N/A		
12.16	State of Texas Inspection	✓	
12.17	Four (4) sets of keys	✓	
12.18	N/A		

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K powertrain	x	\$815
20.02	HYBRID model if offered	x	\$5465
20.03	Four BRIGHT amber LED lights mounted in both headlights and tail lights	x	\$540
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$6820

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 18,168

Must be received by 09/30/2016 - Delivery period in days 60-90

City of Galveston Vehicle Specifications

J - Specifications for bids on one 3/4 ton commercial crew van

			Comply	N/ Comply
1.00	STYLE MODEL DRIVE			
1.01	2017 or newer, 3/4 ton, crew van package	2 seats only	✓	
1.02	Commercial van, rear cargo swing out doors		✓	
1.03	Two side doors - w/glass. Rear doors - w/glass		✓	
2.00	WHEEL BASE			
2.01	Wheelbase 137-163 inch	144	✓	
3.00	PAYLOAD SUSPENSION			
3.01	3/4 ton model with heavy duty payload components		✓	
3.02	Heavy duty suspension		✓	
3.03	Maximum payload package available for model line		✓	
3.04	Heavy duty trailer towing package with 6-7 pin harness		✓	
4.00	ENGINE			
4.01	Gasoline engine V8	V6 only	✓	
4.02	Engine oil cooler		✓	
4.03	Maximum cooling package offered for model line		✓	
5.00	TRANSMISSION			
5.01	Electronic automatic overdrive transmission		✓	
5.02	Transmission oil cooler		✓	
5.03	N/A			
5.04	2 wheel drive with limited slip differential		✓	
6.00	ELECTRICAL SYSTEM			
6.01	Minimum 120 amp alternator		✓	
6.02	Heavy duty battery, minimum 750 CCA		✓	
7.00	BRAKES			
7.01	Heavy service package, power assisted		✓	
7.02	Power disc anti-lock brakes with anti-lock brake system (ABS)		✓	
7.03	Trailer brake control mounted inside vehicle, factory		✓	
8.00	INTERIOR			
8.01	Front split seats and rear bench seat, light blue or gray in color, vinyl		✓	
8.02	Heavy duty insulated rubber flooring throughout		✓	
8.03	Heavy duty rubber floor mats		✓	
8.04	Color to correspond with interior color choices		✓	
8.05	N/A			
8.06	Color keyed full base headliner		✓	
8.07	Power points		✓	
8.08	Driver and passenger airbags		✓	
8.09	Safety belts with continuous lap shoulder		✓	
8.10	Rear view mirror		✓	
8.11	Ext side mirrors mount swing away (Drv should include convex mirror)		✓	
9.00	PAINT			
9.01	Factory bright white with clear coat		✓	
10.00	TIRES AND WHEELS			
10.01	Heavy duty wheels and tires, all season/all terrain, steel belted radials		✓	
10.02	Standard wheels with hub covers		✓	
10.03	Full size spare tire and wheel mounted under vehicle		✓	
11.00	CONVENIENCE			
11.01	N/A			
11.02	N/A			
11.03	Rear compartment lighting		✓	
11.04	N/A			

J - Specifications for bids on one 3/4 ton commercial crew van

		Comply	N/ Comply
11.05	Dome light	✓	
11.06	Two speed wipers with intermittent interval feature	✓	
11.07	Factory installed air conditioning and heating (front only)	✓	
11.08	Sound insulation package	✓	
11.09	Inside hood release	✓	
11.10	Factory installed power steering	✓	
11.11	Factory installed AM/FM clock radio	✓	
11.12	Full gauge instrumental package	✓	
12.00	ADDITIONAL EQUIPMENT		
12.01	Front bumper with license plate bracket	✓	
12.02	Heavy duty rear bumper	✓	
12.03	Factory installed side moldings optional	✓	
12.04	Factory installed tinted glass	✓	
12.05	Rust and corrosion proof	✓	
12.06	Fire extinguisher, minimum 5 pound mounted in cab (3A-40 BC rating)	✓	
12.07	Cat IV, heavy duty trailer hitch assembly, frame attached	✓	
12.08	Receiver shaft with a 2" ball		
12.09	N/A		
12.10	N/A		
12.11	High capacity single fuel tank	✓	
12.12	N/A		
12.13	Rear Door Mount - two TIR Optic LED Lighthead (6 High Powered Amber LEDs)	✓	
12.14	Four BRIGHT white LED lights mounted in both headlights and reverse lights	✓	
12.15	N/A		
12.16	State of Texas Inspection	✓	
12.17	Four (4) sets of keys	✓	
12.18	N/A		

Optional Equipment Specifications which may be selected as a separate addition

		Available	Price
20.01	Extended warranty 4 year 100K powertrain	x	\$870
20.02	Running Boards	x	\$160
20.03	N/A		
20.04	N/A		
20.05	N/A		
20.05	N/A		
20.06	N/A		
			\$1080

List vehicle warranty information below.

Bumper to Bumper	Miles: 36K	Months: 36
Powertrain	Miles: 60K	Months: 60
Body Corrosion	Miles: unlimited	Months: 60
Other		
Other		

Total price for ONE vehicle WITHOUT optional equipment \$ 30,856

Must be received by 09/30/2016 - Delivery period in days 60-90



CITY OF GALVESTON – BID # 17-005
ADDENDUM I
FLEET VEHICLE SMALL TRUCKS AND SEDANS

Date: 11/21/2016
To: Prospective Bidders
Subject: Addendum No. I – Fleet Vehicle Small Trucks and Sedans
Opening Time Change

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/21/2016. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

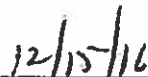
The date and time of bid opening:

Thursday, December 15, 2016 at 2:00 PM CST.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature



Date



Printed Name



Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



City of Galveston

FLEET FACILITIES STAFF REPORT

December 6, 2017

Brian Maxwell, City Manager
City Council Members

Subject: Consider for the approval of the Island Transit bulk lubricants contract to Apache Oil, which was the lowest responding bidder that met the specifications, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source is the Island Transit lubricants account.

I. Background

- A. The Island Transit garage has a contract for lubricant purchases for its bus fleet.
- B. Bid 17-040 was sent out by purchasing via the city's web site purchasing module.
- C. Federal funds that are used by Island Transit require more stringent regulations during bidding. All regulations have been identified in the bid packets. The parts staff will also have the availability to "price compare" when making individual parts purchases between the contract suppliers and non-contract suppliers.
- D. Two vendors formally responded; two met the required specifications.
 - 1. Petro gangster Inc.
 - 2. Apache Inc.
- E. Apache Oil will be recommended for the Island Transit contract since they provided the lowest pricing for the higher utilized items.
- F. This is a three year contract with an option to extend an additional two years upon approval.

II. Current Situation

The City Council will have to approve the contract for the Island Transit bulk lube contract to Apache Oil who was the lowest bidder that met the specifications.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. Approve the annual contracts.

1. Cost - estimated \$54,000 annually.
2. Timing - is needed as soon as possible.
3. Departmental Improvements - will provide the bus fleet with needed lubricants at the lowest price.

B. Do not approve the annual contracts.

1. Cost - estimated to exceed \$54,000 annually.
2. Timing - ordered on an as needed basis.
3. Departmental Improvements - will provide the bus fleet city with needed lubricants at an increased price.

IV. Environmental Impact

Apache Oil is organized to follow the guidelines established by the EPA and TCEQ for oil distribution facilities.

V. Fiscal Impact Report

Requested by	David Smith Director
Funding Source	Island Transit Fuel and Lubricants
Cost	\$54,000 annually
Savings Estimation	Will help reduce lubricants costs.





City of Galveston

FLEET FACILITIES STAFF REPORT

VI. Recommendation

Concur in *Alternative A* and approve the contract to Apache Oil who was the lowest bidder that met the specifications.

Respectfully Submitted,

David Smith
Executive Director



ISLAND TRANSIT GARAGE

AUTOMOTIVE LUBRICANTS MINIMUM SPECIFICATION

SHOULD THE CITY PURCHASE ITEMS THAT ARE NOT ON THIS LIST, THEY SHALL BE PRICED UTILIZING THE SAME DISCOUNTED % PRICING.

QUANTITY	UNIT	DESCRIPTION	UNIT \$	EXTENDED \$
55	GAL DRUMS	OIL-SYNTHETIC 79 TRINTON TCO 46 1 TO 4 PER YEAR	\$24.45/GAL.	\$1344.75 /DRUM
200	GAL	C5500 GM #890216765 GEAR OIL 75/90 SYNTHETIC	\$31.11 /GAL.	\$9,126.00
200	GAL	SAFETY SOLVENT SAFETY 142	\$4.35 /GAL	\$870.00
2,000	BULK	XD3-40W OIL	\$7.53 /GAL	\$15,060.00
1,500	GAL	E450 GEAR OIL 80/90W	\$8.16 /GAL	\$12,240.00
200	LBS	#2 GREASE	\$2.33 /LB	\$466.00
55	GAL DRUMS	TRANSYND TRANSMISSION FLUID #27101	\$29.19 /GAL	\$1605.45 /DRUM
55	GAL DRUMS	DEX-COOL 5/150 EXTENDED LIFE ANTI-FREEZE	\$6.45 /GAL	\$354.75 /DRUM
2,000	GAL DRUMS	15/40 W ROTELLA OIL	\$6.52 /GAL	\$13,040.00

THE UNDERSIGNED HEREBY OFFERS THE ABOVE PRODUCTS IN STRICT ACCORDANCE TO THE SPECIFICATIONS AND IN ACCORDANCE WITH THE GENERAL CONDITIONS OF BIDDING. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL.

COMPANY HOUSTON-PASADENA APACHE OIL COMPANY

ADDRESS 5136 SPENCER HWY PASADENA TEXAS 77504

AUTH SIGNATURE Tim Smith

PRINTED TIM SMITH



COPY

ISLAND TRANSIT GARAGE
AUTOMOTIVE LUBRICANTS MINIMUM SPECIFICATION

SHOULD THE CITY PURCHASE ITEMS THAT ARE NOT ON THIS LIST, THEY SHALL BE PRICED UTILIZING THE SAME DISCOUNTED % PRICING.

QUANTITY	UNIT	DESCRIPTION	UNIT \$	EXTENDED \$
55	GAL DRUMS	OIL-SYNTHETIC 79 TRINTON TCO 46 1 TO 4 PER YEAR	1650.00	6600.00
200	GAL	C5500 GM #890216765 GEAR OIL 75/90 SYNTHETIC	863.50	3454.00
200	GAL	SAFETY SOLVENT	395.00	1580.00
2,000	BULK	XD3-40W OIL	8.93	17860.00
1,500	GAL	E450 GEAR OIL 80/90W	11.34	17010.00
200	LBS	#2 GREASE	280.80	561.60
55	GAL DRUMS	TRANSYND TRANSMISSION FLUID #27101	1050.00	1650.00
55	GAL DRUMS	DEX-COOL 5/150 EXTENDED LIFE ANTI-FREEZE	985.50	985.50
2,000	GAL DRUMS	15/40 W ROTELLA OIL	10.79	21580.00

THE UNDERSIGNED HEREBY OFFERS THE ABOVE PRODUCTS IN STRICT ACCORDANCE TO THE SPECIFICATIONS AND IN ACCORDANCE WITH THE GENERAL CONDITIONS OF BIDDING. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL.

COMPANY

PETROPANGEA, INC

ADDRESS

2206 Glen Eagles Dr. League City, TX 77573

AUTH SIGNATURE

J.R. Harrison

PRINTED

J.R. Harrison

CONTRACT FOR SUPPLY OF COMMODITIES

Island Transit Automotive Lubricants

This Contract (the "Contract") is made and entered into this _____ day of December, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Houston-Pasadena Apache Oil Company, a corporation, located at 5136 Spencer Hwy. Pasadena, Texas 77505. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with Automotive Lubricants within the City of Galveston ("City") and Houston-Pasadena Apache Oil Company ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Island Transit Automotive Lubricants

Response to Bid 17-040

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, or picked up by City, in accordance with the specifications in Exhibit A. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 5136 Spencer Hwy., Pasadena, Texas 77505. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an “**occurrence basis**”.

13. **TERMINATION**: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

20. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

21. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

22. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

23. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

24. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Island Transit Automotive Lubricants within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

25. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

26. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

27. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

28. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

29. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Houston-Pasadena Apache Oil Company
5136 Spencer Hwy.
Pasadena, Texas 77505

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Houston-Pasadena Apache Oil Company

By: _____
Brian Maxwell, City Manager

By: Tim Smith
Tim Smith, Project Manager

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

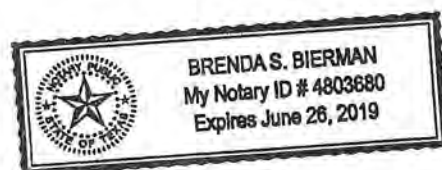
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Tim Smith of **Houston-Pasadena Apache Oil Company** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of Dec, 2017.



Brenda S Bierman
Notary Public in and for
The State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PETRO AG INSURANCE AGENCY 2251 N Loop 336 West Ste D Conroe, TX 77304		CONTACT NAME: Kailey Delk PHONE (A/C, No, Ext): (936)441-9955 E-MAIL ADDRESS: kadelk@petro-ag.com FAX (A/C, No): (936)441-9992		
INSURED Houston-Pasadena Apache Oil Company LP dba Apache Oil Company P.O. Box 177 Pasadena, TX 77501		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nationwide Agribusiness Insurance Company		20010
		INSURER B: Texas Mutual Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	CPP140749A	12/15/16	12/15/17	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GENERAL AGGREGATE \$ 2,000,000					
		PRODUCTS - COMP/OP AGG \$ 2,000,000					
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ CA9948 ☒ MCS-90 ENDORS	Y	Y	CPP140749A	12/15/16	12/15/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	N	N	CU140749A	12/15/16	12/15/17	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF003518528	12/31/16	12/31/17	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Property of Others In Transit			CPP140749A	12/15/16	12/15/17	Per Unit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston
502 32nd Street
Galveston, TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-287733

Date Filed:
11/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Houston-Pasadena Apache Oil Company, LP
Pasadena, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-221
Lubricants

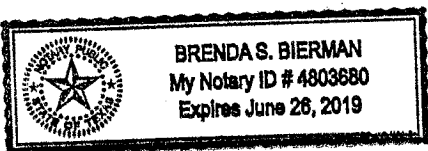
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Bill Peroids
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bill Peroids, this the 28th day of Nov, 2017, to certify which, witness my hand and seal of office.

Brenda S Bierman

Signature of officer administering oath

Brenda S. Bierman

Printed name of officer administering oath

Notary Public

Title of officer administering oath



City of Galveston INVITATION TO BID

Bid Reference Number: 17-040

Project Title: Island Transit Automotive Lubricants

Bid Closing Date: 10:00 A.M.(CST), Thursday, October 12, 2017

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 17-040 Island Transit Lubricants**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
 - i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions

shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor

in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
 - i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

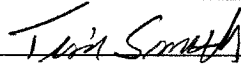
Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

Appendix A (pages 9 through 18) must be included in the bid submittal.

Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

Appendix J (pages 30 through 56) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
ITB Number:	17-040		
Project Title:	Island Transit Automotive Lubricants		
Submittal Deadline:	Thursday, October 12, 2017 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553			
<u>Bidder Information:</u>			
Bidder's Legal Name:	HOUSTON-PASADENA APACHE OIL COMPANY		
Address:	5136 SPENCER HWY.		
City, State & Zip	PASADENA, TX 66505		
Federal Employers Identification Number #	74-1715124		
Phone Number:	832 731 6763	Fax Number:	713 947 0139
E-Mail Address:	tsmith@apacheoilcompany.com		
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder. Printed Name and Position of Authorized Representative: <u>TIM SMITH PROJECT MANAGER</u> _____ Signature of Authorized Representative: <u></u> Signed this 9TH (day) of OCTOBER (month), 2017 (year)			

I learned of this Invitation to Bid by the following means:

- | | |
|---|---|
| ☐ Newspaper Advertisement
☐ Galveston Website
☐ Mailed Me a Copy | ☐ City E-mail Notification
☐ Cold Call to City
☐ Other |
|---|---|

Appendix A – Bid Document (continued)

I. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 46; and the number of employees: 85.

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: METRO TRANSIT AUTHORITY	
MICHAEL SOUTHWELL Contact Name:	LUBES IFB 4017000251 Contact Title:
713 739 40883 Phone:	Michael.southwell@ridemetro.org Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name: PORT OF HOUSTON AUTHORITY	
Contact Name: HUGH MOORE	Contact Title: FUEL & LUBRICANTS
Phone: 281 470 5512	Email: hmoore@poha.com
Date and Scope of Services Provided: FILTERS & LUBRICANTS STILL RUNNING THRU 2018	

Reference #3:

Client / Company Name: CITY OF CONROE	
Contact Name: DAN NEWMANN	Contact Title: FACILITIES DIRECTOR
Phone: 836 522 3892	Email: dnewmann@cityofconroe.org
Date and Scope of Services Provided: ALL FUEL & LUBRICANTS RUNNING THRU 2022 I AM PERSONALLY INVOLVED WITH ALL TRANSACTIONS IN ALL BIDS & QUOTES & CONTRACTS	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid (does) **X** (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and

confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: N/A
- B. Prime contractor HUB / MWBE registration number: N/A
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____ .

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[X] Yes, Others can purchase WE WELCOME ALL PIGGY BACK BUSINESS. I ALSO HANDLE THAT. [] No, Only the City can purchase.

8. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in

the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION0....._%

SECOND ADDITIONAL YEAR (FY 2019) ESCALATION.....0....._%

THIRD ADDITIONAL YEAR (FY 2020) ESCALATION0....._%

FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION0..... _0

% Our margins will not change. Only a letter from the manufacture would cause any request for change. Only product increase with proof will modify thought the entire agreement.

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: **HOUSTON-PASADENA APACHE OIL COMPANY**

Contract #: **17-040** Description: **LUBES**

Primary Contact (Name): **TIM SMITH** Primary Contact Phone

Numbers: Home: **713 947 0139** Cell: **832 731 6763**

Secondary Contact (Name): JOHNNY LOVATOS

Secondary Contact Phone Numbers: Home: 281 487 5400 Cell: 281 748 5921

After Hours emergency opening fee, if applicable: \$ 45.00 PER HR.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax

withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. **Financial Responsibility Provisions**

A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Services, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
 - i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.****HOUSTON-PASADENA APACHE OIL COMPANY****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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☒ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☒ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☒ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.Terry Smith
Signature of person doing business with the governmental entity10/9/2017

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

I, TIM SMITH (Person name), the undersigned representative of (Company or

Business Name) HOUSTON-PASADENA APACHE OIL COMPANY (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

a. Does not boycott Israel currently; and

b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/09/2017

DATE

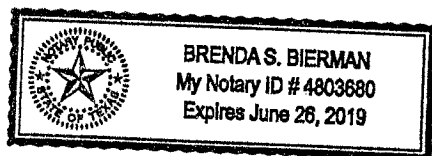
Tim Smith
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Tim Smith, the Project Mgr of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of Oct, 2017.

[SEAL]



Brenda S Bierman
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Bidder's Printed or Typed Name

TIM SMITH

Bidder's Signature

Tim Smith

Date 10/09/2017

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

☒ I am not related by blood or marriage to any official or employee of the
City of Galveston

☐ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

☐ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: N/A

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

TS

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR HOUSTON-PASADENA APACHE OIL COMPANY

ADDRESS 5136 SPENCER HWY. PASADENA, TX 77505

PHONE 832 731 6763

FAX 713 947 0139

BIDDER (SIGNATURE) _____

Tim Smith

BIDDER (PRINTED NAME) TIM SMITH

POSITION WITH COMPANY PROJECT MANAGER

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

Tim Smith

obo JOHNNY ISBELL

COMPANY OFFICIAL

(PRINTED NAME) JONNY ISBELL 281 487 5400 X 114

OFFICIAL POSITION CEO

MICHAEL W. LOFTIN CAN VERIFY I'M AUTHORIZED TO SIGN obo JOHNNY ISBELL, JOHNNY IS OUT OF TOWN AND NORMALLY AVAILABLE VIA PHONE.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

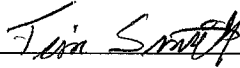
The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

TIM SMITH

(Printed or typed Name of Signatory)

(Signature)



(Date) 10/9/2017

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix H – No Intent to Submit Form

n/A

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

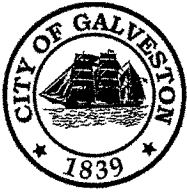
Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

TS

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is fluid and cursive.

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued



[Company Name]

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize [Company Name] to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold [Company Name] responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until [Company Name] receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Signature

Company Name: _____

Authorized Signature: _____ Date: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Services

1. Project Title: Bid 17-040 Island Transit Automotive Lubricants.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

CITY OF GALVESTON ISLAND TRANSIT ITB #17-039 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

This project is funded, in part, using funds from the Federal Transit Administration (FTA). Based on this federal participation, the following Special Provisions will apply to the construction contract to be awarded.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Civil Rights Requirements
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of Federal Transit Administration Terms
8. Government-wide Debarment and Suspension (Nonprocurement)
9. Buy America Requirements
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Energy Conservation Requirements
15. Recycled Products
16. Americans with Disabilities Act (ADA) Accessibility

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

TIM SMITH

(printed name of signatory)

10/9/2017


(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TIM SMITH

(printed name of signatory)

10/9/2017



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

3. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325 49 CFR 633.17
18 CFR 18.36 (i)

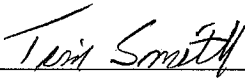
The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

TIM SMITH

(printed name of signatory)

10/9/2017


(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

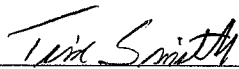
4. FEDERAL CHANGES
49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TIM SMITH

(printed name of signatory)

10/9/2017



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

5. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4)

TIM SMITH

10/9/2017

(printed name of signatory)


(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(See attached Appendix 6.A.)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2016 is 5.23% of all procurements.**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

Names and addresses of DBE firms that will participate in this contract;

Description of the work each DBE will perform;

Dollar amount of the participation of each DBE firm participating;

Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

If the contract goal is not met, evidence of good faith efforts to do so.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

TIM SMITH

(printed name of signatory)

Tim Smith 10/9/2017
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

POLICY STATEMENT

Objectives/Policy Statement – Section 26.1, 26.23

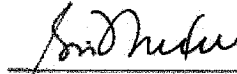
The City of Galveston ("City") has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT). The City has received federal financial assistance from the Federal Transit Administration (FTA) and, as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

It is the policy of the City to facilitate and assure that each third party participant will facilitate DBE participation by:

1. Complying with 49 CFR part 26;
2. Not discriminating on the basis of race, color, sex, or national origin;
3. Implementing the City's DBE program; and
4. Verifying DBE Certification.

Island Transit City Grants Manager, Nathan Nevelow, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the FTA.

The City has disseminated this policy statement to the City Council and all of the components of our organization. The City has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.



Brian Maxwell
City Manager

10/17/16

Date

APPROVED AS TO FORM:



City Attorney

APPENDIX 6.A. DISADVANTAGE BUSINESS ENTERPRISE GOOD FAITH EFFORT

Appendix A to 49 CFR Part 26

1. When, a recipient of federal funds establishes a DBE contract goal for a DOT-assisted contract, a Bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can include sufficient subcontractors and/or suppliers to meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, if Bidder does not meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. In any situation in which there is a contract goal, part 26 requires use of the good faith efforts mechanism of this part. The City of Galveston will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. In doing so City will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.
3. Award of a contract is not dependent upon meeting the exact contract goal as long as adequate good faith efforts has been made.
4. The following is a list of types of actions which are considered as part of the Bidder's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. In negotiating with DBEs note the following:
 - i. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE

participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- ii. A Bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - e. DBEs should not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
5. In determining whether a Bidder has made good faith efforts, City may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, City may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

APPENDIX 6.A. BIDDER/CONTRACTOR DBE CERTIFICATION

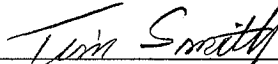
Instructions: The Bidder/Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) Approximate percent or amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating TUCP certifying agency and appear on TxDOT's TUCP web page. The DBE or SBE certification must be complete by the time the bids are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete the Subcontractor Letter of Intent, agreeing to the information listed herein. If there are no bidders or subcontractors please mark the form with N/A and sign and return with submittal. Only return Letter(s) of Intent if there are firms listed below.

RESPONDENT/ CONTRACTOR: N/A

1) Name of Subcontractor Firm	2) Address, Telephone # Contact Person	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or nonDBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract

5) ETHNIC CODES: **A)** Black American **B)** Hispanic American **C)** Native American **D)** Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women **G)** Other

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the **LETTER OF INTENT**, as completed by the DBE or SBE subcontractor(s).


 SIGNATURE OF AUTHORIZED REPRESENTATIVE

10/9/2017
 DATE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

APPENDIX 6.A. DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have current certification status and be included in the TUCP list on TxDOT's web site by the due date established for this Invitation for Bid (IFB)

1. TO: (Bidder/ Contractor): N/A
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the following price \$_____and/or_____ % of the total contract amount (should be the same as found on the **Bidder/Contractor Certification**).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form E and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

BIDDER/

DATE: _____ CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

Tony Smith
(printed name of signatory)

Tony Smith
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(See Instructions & Form 8.A.)

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

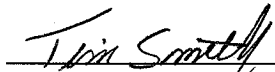
The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

TIM SMITH

(printed name of signatory)

10/9/2017



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

8.A. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

By signing and submitting this form and this bid, the Bidder/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Bidder/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Bidder/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Bidder/Contractor shall provide immediate written notice to the Owner to which this bid is submitted if at any time the Bidder/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Bidder/Contractor agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the
6. The Bidder/Contractor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Bidder/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**8.A. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The Primary Participant (Contractor) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (business name) **HOUSTON-PASADENA OIL CO.** CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Tim Smith Project mgr.

Name and Title of Authorized Representative

Tim Smith

Signature of Authorized Representative

10/9/2017

Date

Duns Number 054452776

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

9. BUY AMERICA REQUIREMENTS (Form A)
49 U.S.C. 5323(j) 49 CFR Part 661

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products. PLEASE SIGN ONLY ONE OF THE FOLLOWING SECTIONS.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date **10/9/2017** Signature *Tim Smith*

Company Name **HOUSTON-PASADENA APACHE OIL COMPANY**

Title **PROJECT MANAGER**

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)
The proposer or offeror certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

10. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

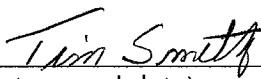
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TIM SMITH

(printed name of signatory)

10/9/2017



(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

11. LOBBYING (See attached Form 11.A.)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the owner. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) 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 cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, **HOUSTON-PASADENA APACHE OIL COMPANY**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Tim Smith Signature of Contractor's Authorized Official

TIM SMITH/ PROJECT MANAGER Name and title of Contractor's Authorized Official

10/9/2017 Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

11.A. LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned, **TIM SMITH**, certifies that to the best of his or her knowledge and belief:

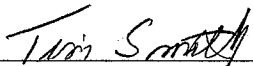
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder/Contractor/Subcontractor, **TIM SMITH**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Executed this **9TH** day of **OCTOBER**, 2017

By 

Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official
TIM SMITH

Title of Authorized Official **PROJECT MANAGER**

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

12. CLEAN AIR
42 U.S.C. 7401 et seq 49 CFR Part 18
40 CFR 15.61

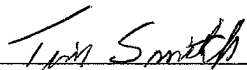
Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

TIM SMITH

(printed name of signatory)

10/9/2017



(signature and date)

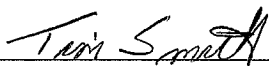
13. CLEAN WATER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

TIM SMITH

(printed name of signatory)

10/9/2017



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

14. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TIM SMITH

(printed name of signatory)

10/98/2017

(signature and date)

15. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

TIM SMITH

(printed name of signatory)

10/9/2017

(signature and date)

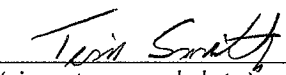
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

16. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor and all of its Subcontractors shall adhere to the ADA Accessibility requirements as follows:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA)
 - c. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles

TIM SMITH

(printed name of signatory)



(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

4. Bid Evaluation Factors – See Page 6 Section 7B for Evaluation Factors

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	September 18, 2017
Deadline for Submittal of Written Questions	October 4, 2017 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	October 12, 2017 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	October 17, 2017
Anticipated Award Date	October 26, 2017

7. Scope of Services

Instructions and Specifications to Bidders:

It is the intent of these specifications that the contractor furnishes automotive lubricants that the City of Galveston requires during the period of agreement. The City reserves the right to order such quantities of lubricants as it requires, however, the City is under no obligation to order any lubricants when it determines that it does not need.

Any and all quantities listed are only estimates based on prior years' usage and are for acquainting the bidder with probable usage. These estimates are not intended to set forth minimum or maximum quantities of this contract.

The City reserves the right to revise or amend the specifications prior to the date set for opening bids. If needed, an addendum to these specifications will announce such revisions or amendments. Copies of such addendum so issued will be furnished to all prospective bidders.

Bidding and Award:

Bids shall be submitted on the bid forms attached. The bids should include all state and/or Federal fees if applicable. Bid cannot be altered or amended after opening time. Any alterations made before the bid opening, requires the bidder or his authorized agent to initial all changes prior to opening time. No bid may be withdrawn after opening without approval and based on a written acceptable reason.

Delivery and Pickup Service:

Delivery and pickup service to the desired City locations shall be required at no additional cost to the City of Galveston.

ISLAND TRANSIT GARAGE

AUTOMOTIVE LUBRICANTS MINIMUM SPECIFICATION

SHOULD THE CITY PURCHASE ITEMS THAT ARE NOT ON THIS LIST, THEY SHALL BE PRICED UTILIZING THE SAME DISCOUNTED % PRICING.

QUANTITY	UNIT	DESCRIPTION	UNIT \$	EXTENDED \$
55	GAL DRUMS	OIL-SYNTHETIC 79 TRINTON TCO 46 1 TO 4 PER YEAR	\$24.45/GAL.	\$1344.75 /DRUM
200	GAL	C5500 GM #890216765 GEAR OIL 75/90 SYNTHETIC	\$31.11 /GAL	\$9,12\$6.00
200	GAL	SAFETY SOLVENT SAFETY 142	\$4.35 /GAL	\$870.00
2,000	BULK	XD3-40W OIL	\$7.53 /GAL	\$15,060.00
1,500	GAL	E450 GEAR OIL 80/90W	\$8.16 /GAL	\$12,240.00
200	LBS	#2 GREASE	\$2.33 /LB	\$466.00
55	GAL DRUMS	TRANSYND TRANSMISSION FLUID #27101	\$29.19 /GAL	\$1605.45 /DRUM
55	GAL DRUMS	DEX-COOL 5/150 EXTENDED LIFE ANTI-FREEZE	\$6.45 /GAL	\$354.75 /DRUM
2,000	GAL DRUMS	15/40 W ROTELLA OIL	\$6.52 /GAL	\$13,040.00

THE UNDERSIGNED HEREBY OFFERS THE ABOVE PRODUCTS IN STRICT ACCORDANCE TO THE SPECIFICATIONS AND IN ACCORDANCE WITH THE GENERAL CONDITIONS OF BIDDING. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL.

COMPANY HOUSTON-PASADENA APACHE OIL COMPANY

ADDRESS 5136 SPENCER HWY PASADENA TEXAS 77504

AUTH SIGNATURE Tim Smith

PRINTED TIM SMITH



LUBRICANTS

Fleet Supreme EC® Diesel Engine Oil

Phillips 66® Fleet Supreme EC (Emission Compatible) Diesel Engine Oil is an API CK-4 engine oil developed for use in four-stroke cycle diesel engines designed to meet 2007 and later EPA on-highway exhaust emissions standards. It is specially formulated for compatibility with exhaust aftertreatment systems using diesel particulate filters (DPFs), diesel oxidation catalysts (DOCs) and/or selective catalytic reduction (SCR). It is backward serviceable for use in pre-2007 diesel engines.

Fleet Supreme EC Diesel Engine Oil is designed for use in mixed fleets with both on-highway and off-road equipment operating in varying climates and under varying loads and service conditions. It has excellent soot dispersancy to protect against soot-induced oil thickening and abrasive wear, and excellent oxidation resistance to help minimize deposit formation. The low-ash formulation protects exhaust catalysts on low-emission engines and helps prolong DPF life.

Fleet Supreme EC Diesel Engine Oil meets or exceeds the performance requirements of API Service Category CK-4 and is approved under the latest OEM specifications for use in low-emission diesel engines. It is backward serviceable for use where earlier API "C" category engine oils, or the concurrent earlier OEM specifications, are specified. It is formulated for use in diesel engines operating on diesel fuels with sulfur content up to 500 ppm. However, for applications not using Ultra-Low Sulfur Diesel (ULSD), consult the engine manufacturer for recommended service interval.

Applications

- On-highway diesel trucks equipped with EGR and exhaust aftertreatment systems to meet 2007/2010 emissions standards
- Older diesel equipment with conventional, non-EGR engines or ACERT engines
- Off-highway construction, earth moving and mining equipment

Fleet Supreme EC Diesel Engine Oil is licensed or OEM-certified for:

- API Service CK-4, CJ-4, CI-4 PLUS, SN (SAE 15W-40 only)
- Cummins CES 20086
- Detroit Diesel DFS 93K222
- Mack EOS 4.5
- Mercedes-Benz Sheet 228.31 (SAE 15W-40)
- MTU MTL 5044 Type 2.1 (SAE 15W-40)
- Renault VI RLD-4
- Volvo VDS-4.5

API CK-4 Diesel Engine Oil for Low-Emission Engines





LUBRICANTS

Fleet Supreme EC Diesel Engine Oil meets or exceeds the requirements of:

- ACEA E9
- Caterpillar ECF-3, ECF-2, ECF-1-a
- Chrysler MS-10902 (SAE 15W-40)
- Ford WSS-M2C171-F
- Diesel engines manufactured by OEMs not listed above, where the OEM specifies API CK-4 engine oil

Features/Benefits

- Excellent protection for newer low-emission diesel engines and older diesel engines
- Specially formulated to protect exhaust aftertreatment systems
- Protects against particulate filter plugging
- Excellent soot control for protection against abrasive wear and soot-induced oil thickening
- Excellent resistance to viscosity and thermal breakdown at high temperatures
- Protects against sludge and varnish formation
- Protects against rust, bearing corrosion and wear
- Good resistance to foaming and aeration

Fleet Supreme EC® Diesel Engine Oil

SAE Grade	10W-30	15W-40
Specific Gravity @ 60°F	0.871	0.879
Density, lbs/gal @ 60°F	7.26	7.32
Color, ASTM D1500	4.0	4.0
Flash Point (COC), °C (°F)	227 (441)	227 (441)
Pour Point, °C (°F)	-45 (-49)	-38 (-36)
Viscosity, Kinematic		
cSt @ 40°C	82.0	117
cSt @ 100°C	12.0	15.2
Viscosity Index	143	135
Cold Cranking Viscosity, cP @ (°C)	6000 (-25)	5800(-20)
High-Temp/High-Shear Viscosity, cP @ 150°C	3.6	4.3
Sulfated Ash, ASTM D874, wt %	1.00	1.00
Total Base Number (TBN), ASTM D2896	9.7	9.7
Zinc, wt %	0.125	0.125
Phosphorus wt%	0.1116	0.1116

Health & Safety Information

For recommendations on safe handling and use of this product, please refer to the Safety Data Sheet via <http://www.phillips66.com/EN/products/Pages/MSDS.aspx>.

12-2-2016

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Shell Dexcool *ELC AF/C*

Extended Life Antifreeze

Shell DEX-COOL® Extended Life Antifreeze/Coolant is a single-phase, ethylene glycol based, extended life, universal automotive engine coolant based on a unique extended life carboxylate inhibitor system. Shell DEX-COOL® is suitable for a five year or 150,000 mile service life in automotive applications. In heavy-duty applications not requiring nitrite Shell DEX-COOL® is suitable for a service life of 400,000 miles or 8,000 hours. Shell DEX-COOL® Prediluted 50/50 is a 50/50 volume mixture of Shell DEX-COOL® with deionized water.

DESIGNED TO MEET CHALLENGES

Performance, Features & Benefits

- Meets GM6277M--General Motor's new Extended Life Coolant specification (DEX-COOL®)
- Five year or 150,000 miles service interval
- Provides effective, long term corrosion protection for aluminum, brass, cast iron, steel, solder and copper
- Superior high temperature aluminum protection
- Improved water pump life
- Maintains good as new heat transfer due to no silicate containing formula
- Reduces silicate gel formation in use or in storage
- Storage stable for at least eight years
- 100% biodegradable in its pure unused form
- Compatible with conventional antifreeze. Further dilution of a 50/50 mixture with more than 10% conventional coolant or water will reduce cooling system protection
- All product bittered to help render product unpalatable

Main Applications

- Extended life universal automotive gasoline or diesel engine antifreeze / coolant

- Extended life universal heavy-duty diesel antifreeze/coolant for systems not requiring nitrite
- Extended life antifreeze/coolant meeting Japanese silicate free requirements
- Extended life antifreeze/coolant meeting European phosphate free requirements

Specifications, Approvals & Recommendations

- GM DEX-COOL® approval
- General Motors GM6277M
- General Motors GM1825M
- Concentrate meets ASTM D3306 incl. D4340 and ASTM D4985
- Pre-dilute meets ASTM D4656
- Federal Specification A-A-870
- General Motors GM1899M (Performance corresponding to GM6038M)
- Chrysler MS-9769 (meets performance requirements)
- Ford ESE-M97B44-D
- Volkswagen/Audi G-12

For a full listing of equipment approvals and recommendations, please consult your local Shell Technical Help Desk.

Typical Physical Characteristics

Properties	Method	Shell Dexcool ELC AF/C
Code No		94040
Appearance		Orange
Specific Gravity 80 / 80°F		1.130
Freezing Point 50 vol % q.s. Aqueous solution	ASTM D1177	-34
Freeze point, as purchased °F		-

Properties	Method	Shell Dexcool ELC AF/C
pH 1:2 dilution with water	ASTM D1287	8.3
Reserve Alkalinity, as received	ASTM D1121	6.0
Silicate (as Anhydrous Alkali Metasilicate) %		None

These characteristics are typical of current production. Whilst future production will conform to Shell's specification, variations in these characteristics may occur.

Health, Safety & Environment

• Health and Safety

Shell DEX-COOL® Extended Life Antifreeze/Coolant is unlikely to present any significant health or safety hazard when properly used in the recommended application and good standards of personal hygiene are maintained.

• Handling

Shell DEX-COOL® Extended Life Coolant has a shelf life of at least 8 years. Concentrate product should be mixed before use. Always dispose of used coolant in accordance with local, state and federal guidelines. These products are not to be used to protect the inside of potable water systems against freezing.

Avoid contact with skin. Use impervious gloves with used oil. After skin contact, wash immediately with soap and water.

Guidance on Health and Safety is available on the appropriate Material Safety Data Sheet, which can be obtained from <http://www.epc.shell.com/>

• Protect the Environment

Take used oil to an authorised collection point. Do not discharge into drains, soil or water.

Additional Information

For optimum year round protection against freezing, boiling and corrosion, a 50 percent Shell DEX-COOL® Extended Life Antifreeze/Coolant concentrate solution (1 part AF/1 part water) is recommended. For maximum protection against freezing in extremely cold areas, a 60 percent solution (3 parts AF/2 parts water) can be used. Concentrations greater than 67 percent or less than 40 percent are not recommended. Shell DEX-COOL® Extended Life Antifreeze/Coolant Pre-diluted 50/50 should be used as purchased. No further dilution is recommended. Dilution of a 50/50 mixture by more than 10% with conventional coolants or water will reduce corrosion and freeze point protection.

Recommended dilution for Shell DEX-COOL® Extended Life Antifreeze/Coolant concentrate

Boiling Protection, °F (C) (15 lb. pressure cap) 50% (1 part AF/1 part water)	265 (129.4)
Freezing Protection, °F (C) 40% (2 parts AF/3 parts water)	-12 (-24.4)
Freezing Protection, °F (C) 50% (1 part AF/1 part water)	-34 (-37.2)
Freezing Protection, °F (C) 60% (3 parts AF/2 parts water)	-61 (-51.7)

• Advice

Advice on applications not covered here may be obtained from your Shell representative.



LUBRICANTS

Triton® Heavy Duty ATF

Phillips 66® Triton Heavy Duty ATF is a full-synthetic, heavy-duty automatic transmission fluid designed for use in truck and bus transmissions operating under severe service conditions or in extended drain intervals. It is particularly recommended by Phillips 66 Company for use in applications where the OEM specifies a fluid providing performance capability comparable to the Allison TES-295 specification.

Triton Heavy Duty ATF has excellent shear stability and high load-carrying ability to protect against viscosity breakdown and wear. It has excellent oxidation resistance and thermal stability to minimize the formation of sludge and varnish, and excellent friction durability to ensure smooth shifting and proper transmission performance for the life of the fluid. It also has outstanding low-temperature properties for year-round use, and protects against rust and corrosion.

Triton Heavy Duty ATF can provide extended drains up to 4 times the normal interval for a conventional all-mineral automatic transmission fluid. It was field-tested for over 100,000 miles in a fleet of city transit buses operating in severe stop-and-go service. During this test, it provided outstanding protection against wear, glazing and sludge and deposit formation, while maintaining excellent shift quality throughout the duration of the field test.

Applications

- Heavy-duty automatic transmissions in trucks and buses in extended drain or severe service, such as in intracity transit buses, intercity tour coaches, school buses, emergency vehicles, recreational vehicles, refuse vehicles and commercial utility vehicles

Triton Heavy Duty ATF is OEM-approved for service fill in:

- Allison automatic transmissions in off-highway applications where a C-4 fluid is specified (approval no. C4-32612008)

Triton Heavy Duty ATF is recommended for service fill in:

- Allison automatic transmissions in on-highway applications where a TES-295 quality fluid is specified
- Voith DIWA transmissions
- ZF Ecomat transmissions

Note: Triton Heavy Duty ATF is not OEM-approved by Allison under TES-295 certification, nor is it OEM-approved by Voith or ZF. Recommendations are based on demonstrated field test performance and testing against Allison C-4, Ford MERCON®V and GM DEXRON®-IIIH transmission fluid specification requirements.

**Premium
Synthetic,
Heavy-Duty,
Extended Drain
Automatic
Transmission
Fluid**





LUBRICANTS

Features/Benefits

- Excellent friction durability for smooth shifting throughout the service interval
- Outstanding oxidation resistance and thermal stability for long fluid life
- Protects against sludge and varnish formation
- Protects against wear
- High shear stability
- Protects against rust and corrosion
- Outstanding low-temperature properties for easier shifting in cold weather
- Good seal compatibility
- Good foam resistance

Triton[®] Heavy Duty ATF

Specific Gravity @ 60°F	0.846
Density, lbs/gal @ 60°F	7.04
Color, Visual	Red
Flash Point (COC), °C (°F)	230 (446)
Pour Point, °C (°F)	-55 (-67)
Viscosity, Brookfield	
cP @ -40°C	7,000
Viscosity, Kinematic	
cSt @ 40°C	34.0
cSt @ 100°C	7.4
Viscosity Index	193
Zinc, wt %	<0.003

Health & Safety Information

For recommendations on safe handling and use of this product, please refer to the Safety Data Sheet via <http://www.phillips66.com/EN/products/Pages/MSDS.aspx>.

09-14-16

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LUBRICANTS

Dynalife® HT

Phillips 66® Dynalife HT is a high-quality, multipurpose, extreme pressure (EP) lithium complex grease developed for the lubrication of automotive and industrial equipment operating under heavy loads and at moderate to high temperatures. It is recommended for use in a variety of automotive, agricultural, construction, mining and industrial applications. It is NLGI GC-LB certified for use as a multipurpose automotive wheel bearing and chassis lubricant.

Dynalife HT is manufactured with high-quality base oils, a special polymer and a lithium complex soap thickener. It is fortified with extreme pressure and antiwear additives plus rust and oxidation inhibitors. It has excellent thermal stability at high temperatures, high load-carrying capacity for excellent wear protection, and protects metal parts against rust and corrosion. It forms an effective seal to help minimize bearing contamination. Its tackiness properties and heavy base oil provide a high level of adhesion to bearing surfaces for improved retention, reduced leakage and excellent resistance to water washout.

Applications

- Agricultural, construction, mining and industrial equipment operating under heavy or shock loads
- Wheel bearings of passenger cars, trucks, high-performance vehicles, sport utility vehicles and motorcycles equipped with disc brakes
- Ball joints, universal joints, other chassis parts and water pumps on passenger cars, trucks and other mobile equipment
- Conveyor bearings
- Pellet mills manufactured by Bliss Industries (Grade No. 2)

Features/Benefits

- Excellent high-temperature performance
- Excellent wear protection
- High load-carrying capacity
- Protects against rust and corrosion
- Excellent resistance to water washout
- Good low-temperature pumpability
- NLGI GC-LB certified

**Multipurpose,
Heavy Base
Oil, Extreme
Pressure
Lithium
Complex
Grease; NLGI
GC-LB Certified**





LUBRICANTS

Dynalife® HT

PHILLIPS 66 Dynalife® HT		
NLGI Grade	1	2
Thickener	Lithium Complex	Lithium Complex
Color	Red	Red
Dropping Point, °C (°F)	260 (500)	260 (500)
Density, lbs/gal	7.44	7.44
Penetration, ASTM D217 (worked 60 strokes)	310-340	265-295
Texture	Smooth/Tacky	Smooth/Tacky
Four-Ball EP, ASTM D2596, Weld Load, kgf	315	315
Four-Ball Wear, ASTM D2266, Scar Diameter, mm	0.45	0.45
Oxidation Stability, ASTM D942, 100 hours, Pressure Drop, psi (kPa)	2 (15)	2 (15)
Rust Prevention, ASTM D1743	Pass	Pass
Timken OK Load, ASTM D2509, lb	70	80
Water Washout Resistance, ASTM D1264, Weight Loss @ 175°F, %	7.50	2.75
Base Oil Properties:		
Viscosity		
cSt @ 40°C	625	625
cSt @ 100°C	40.0	40.0
SUS @ 100°F	3,350	3,350
SUS @ 210°F	195	195
Viscosity Index	104	104
Usable Temperature Range		
°C	-18 to 177	-12 to 177
°F	0 to 350	10 to 350

Health & Safety Information

For recommendations on safe handling and use of this product, please refer to the Safety Data Sheet via <http://www.phillips66.com/EN/products/Pages/MSDS.aspx>.

4-19-16

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LUBRICANTS

MP Gear Lube

Phillips 66® Gear Lube is a multipurpose, API GL-5 automotive gear lubricant specifically designed for use in passenger car and truck axles with hypoid gear sets. It also is recommended for use in some heavy-duty manual transmissions in trucks and buses.

MP Gear Lube is formulated to provide long service life and extended gear life in automotive differentials operating under varying conditions of speed, load, temperature and torque. The carefully balanced formulation is designed to minimize oxidative sludge and varnish formation, reduce wear, prevent scoring damage, and protect against metal fatigue and spalling damage under shock-load conditions.

Applications

- Service fill of conventional differentials in passenger cars and trucks
- Top-off only of limited-slip differentials in passenger cars and light trucks⁽¹⁾
- Service fill of differentials, final drives and transfer cases in some off-highway equipment
- Non-synchronized manual transmissions in trucks, buses and heavy equipment where the manufacturer specifies an API GL-5 or MT-1 gear oil

⁽¹⁾**Note:** For complete drain and refill, many limited-slip differentials may require the manufacturer's specified gear lubricant or supplemental additive. Refer to the owner's manual for specific requirements.

MP Gear Lube meets or exceeds the requirements of:

- API Service GL-5, MT-1
- Meritor O76-A (SAE 85W-140), O76-D (SAE 80W-90), O76-E (SAE 75W-90)
- MIL-PRF-2105E

MP Gear Lube is registered or approved for:

- Mack GO-J (SAE 80W-90, 85W-140)
- MAN 342 Type M2 (SAE 75W-90, SAE 80W-90)
- MAN 342 Type M1 (SAE 85W-140)
- SAE J2360 (SAE 80W-90, 85W-140)

Multipurpose Automotive Gear Lubricant, API GL-5/MT-1





LUBRICANTS

Features/Benefits

- Excellent oxidation resistance and thermal stability to minimize sludge and varnish formation
- Excellent thermal durability and extreme-pressure (EP) properties for extended gear life
- High load-carrying capacity for protection against scuffing and wear
- Protects against rust and corrosion
- Good foam resistance

MP Gear Lube

MP Gear Lube				
SAE Grade	75W-90	90	80W-90	85W-140
Specific Gravity @ 60°F	0.878	0.892	0.880	0.894
Density, lbs/gal @ 60°F	7.31	7.43	7.40	7.48
Color, ASTM D1500	1.0	2.5	2.5	2.5
Flash Point (COC), °C (°F)	190 (374)	220 (428)	220 (428)	225 (437)
Pour Point, °C (°F)	-45 (-49)	11 (-12)	-30 (-22)	-12 (10)
Viscosity, Brookfield				
cP @ -40°C	120,000	---	---	---
cP @ -26°C	---	---	105,000	---
cP @ -12°C	---	---	---	110,000
Viscosity, Kinematic				
cSt @ 40°C	101	183	146	336
cSt @ 100°C	15.0	17.2	14.5	25.0
Viscosity Index	156	95	97	96

Health & Safety Information

For recommendations on safe handling and use of this product, please refer to the Safety Data Sheet via <http://www.phillips66.com/EN/products/Pages/MSDS.aspx>.

09-15-16

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LUBRICANTS

T5X® Heavy Duty Diesel Engine Oil

Phillips 66® T5X Heavy Duty Diesel Engine Oil is a high-quality diesel engine oil designed for use in a wide variety of applications, including off-highway diesel equipment, farm machinery, marine engines, 2-stroke cycle diesel engines (SAE 40 only) and mixed commercial fleets. It also may be used in some heavy-duty manual transmissions in trucks and buses.

T5X Heavy Duty is formulated to provide excellent wear protection, to minimize the formation of sludge and varnish, to protect against rust and bearing corrosion, and to resist foaming. It has excellent soot dispersancy to protect against abrasive wear and soot-induced oil thickening, and excellent oxidation resistance to help minimize deposit formation. The SAE 40 viscosity grade has low ash content to help minimize ash deposits and keep intake ports clear to maintain good power output in 2-stroke cycle applications.

T5X Heavy Duty SAE 30 & SAE 50 meets or exceeds the performance requirements of API Service Categories CF and SL. They are recommended primarily for use in off-highway diesel equipment and mixed commercial fleets with both diesel and gasoline vehicles.

T5X Heavy Duty SAE 40 meets or exceeds the performance requirements of API Service Categories CF-2 and CF, and also may be used in applications where API CD quality oil is specified. It is particularly recommended for use in 2-stroke cycle diesel engines in transit buses and marine fleets running on low-sulfur diesel fuel.

Applications

- 2-stroke cycle diesel engines in bus fleets and marine fleets (SAE 40)
- Off-highway trucks, heavy equipment and farm equipment
- Light trucks and farm equipment with gasoline engines (SAE 30, SAE 50)
- Heavy-duty manual transmissions in trucks and buses where the OEM specifies engine oil

T5X Heavy Duty meets or exceeds the requirements of:

- API Service CF-2⁽¹⁾, CF⁽¹⁾ (SAE 40)
- API Service CF⁽¹⁾, SL (SAE 30, SAE 50)
- Detroit Diesel 2-stroke cycle engines, Oil Type 1 (1.0% max. sulfated ash)
(SAE 40)

⁽¹⁾ Obsolete service category.

Heavy-Duty Monograde Diesel Engine Oil





LUBRICANTS

Features/Benefits

- Excellent soot control for protection against abrasive wear and soot-induced oil thickening
- Protects against sludge and varnish formation
- Protects against scuffing and wear
- Protects against rust and bearing corrosion
- Good resistance to foaming and aeration
- Low-ash content to minimize ash deposits and help keep intake ports clean (SAE 40)

T5X® Heavy Duty Diesel Engine Oil

SAE Grade	30	40	50
Specific Gravity @ 60°F	0.883	0.886	0.891
Density, lbs/gal @ 60°F	7.35	7.38	7.42
Color, ASTM D1500	4.0	4.0	4.0
Flash Point (COC), °C (°F)	230 (446)	235 (455)	240 (464)
Pour Point, °C (°F)	-33 (-27)	-27 (-17)	-27 (-17)
Viscosity, Kinematic			
cSt @ 40°C	92.0	142	224
cSt @ 100°C	11.3	15.0	20.0
Viscosity Index	110	106	103
High-Temp/High-Shear Viscosity, cP @ 150°C	3.4	4.2	5.7
Sulfated Ash, ASTM D874, wt %	1.39	0.90	1.39
Total Base Number (TBN), ASTM D2896	10.5	6.8	10.5
Zinc, wt %	0.119	0.077	0.119

Health & Safety Information

For recommendations on safe handling and use of this product, please refer to the Safety Data Sheet via <http://www.phillips66.com/EN/products/Pages/MSDS.aspx>.

09-14-2016

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SHP® Synthetic Gear Lube

Kendall® SHP Synthetic Gear Lube is a synthetic, multipurpose, extreme-pressure, API GL-5 automotive gear lubricant. It is specifically designed for use in passenger car and truck axles with hypoid gear sets operating in extreme temperatures or under severe driving conditions.

SHP Synthetic Gear Lube is formulated to provide long service life and extended gear life in automotive differentials operating under varying conditions of speed, load, temperature and torque. The carefully balanced formulation is designed to minimize oxidative sludge and varnish formation, reduce wear, prevent scoring damage, and protect against metal fatigue and spalling damage under shock-load conditions. The full-synthetic formulation provides enhanced oxidation resistance and thermal stability at high temperatures and better low-temperature properties compared with conventional mineral oil-based automotive gear oils, resulting in longer service intervals and better performance over a wider temperature range.

SHP Synthetic Gear Lube is fully approved for 500,000-mile drain intervals in drive axles in linehaul service under Dana/Eaton Roadranger® or Meritor extended warranties.

Applications

- Service fill of conventional differentials on passenger cars and trucks
- Top-off only of limited-slip differentials on passenger cars and light trucks⁽¹⁾
- Service fill of differentials, final drives and transfer cases in some off-highway equipment
- Non-synchronized manual transmissions in trucks, buses and heavy equipment where the manufacturer specifies an API GL-5 or MT-1 gear oil

⁽¹⁾**Note:** For complete drain and refill, many limited-slip differentials may require the manufacturer's specified gear lubricant or supplemental additive. Refer to the owner's manual for specific requirements.

SHP Synthetic Gear Lube meets or exceeds the requirements of:

- API Service GL-5, MT-1
- International (Navistar) TMS 6816
- MIL-PRF-2105E
- SAE J2360
- STEMCO PPS+ and PPS wheel end systems (approved)

**Premium
Synthetic
Automotive
Gear Lubricant,
API GL-5/MT-1**

CONTACT INFORMATION

**Phillips66
Lubricants.com**

U.S. Customer
Service:
1-800-368-7128

Technical Hotline:
1-877-445-9198

International
Customer Service:
1-832-765-2500

E-mail address:
**kendallmotoroil@
p66.com**



SHP Synthetic Gear Lube is approved for service fill under the following OEM specifications:

- Dana SHAES-256 Rev C, SHAES-429
- Mack GO-J Plus
- Meritor O76-N

Features/Benefits

- Extended drain, all-season performance
- Outstanding oxidation resistance and thermal stability to minimize sludge and varnish formation
- Excellent thermal durability and extreme-pressure properties for extended gear life
- High load-carrying capacity for protection against scuffing and wear
- High shear stability
- Outstanding low-temperature properties
- Protects against rust and corrosion
- Good foam resistance
- Potential fuel savings compared with conventional SAE 80W-90 gear oils

SHP® Synthetic Gear Lube

Typical Properties

SAE Grade	75W-90
Specific Gravity @ 60°F	0.890
Density, lbs/gal @ 60°F	7.41
Color, ASTM D1500	L 6.0
Flash Point (COC), °C (°F)	204 (399)
Pour Point, °C (°F)	-46 (-51)
Viscosity, Brookfield	
cP @ -40°C	125,000
Viscosity, Kinematic	
cSt @ 40°C	122
cSt @ 100°C	16.6
Viscosity Index	147

Health and Safety Information

For recommendations on safe handling and use of this product, please refer to the Material Safety Data Sheet via <http://w3apps.phillips66.com/NetMSDS>.

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LUBRICANTS

Syncon® R&O Oil (ISO VG 32-68)

Phillips 66® Syncon R&O Oil (ISO VG 32-68) is a premium quality, synthetic, rust and oxidation (R&O)-inhibited circulating oil developed primarily for use in rotary screw and rotary vane air compressors operating under severe-service conditions or at extreme temperatures. It is particularly recommended for use in applications where operating conditions may be unfavorable or too severe for conventional mineral oil-based circulating oils.

Syncon R&O Oil is formulated with synthetic polyalphaolefin (PAO) base oils and select additives to provide excellent protection against wear, rust, corrosion, and foaming. It has outstanding oxidation resistance and thermal stability at high temperatures to minimize deposit and varnish formation and provide long service life. It has excellent low-temperature properties for use over a wide temperature range. It has good water-separating properties to reduce carryover and blockage of filters.

Syncon R&O Oil is compatible with mineral oil-based lubricants, but mixing should be avoided for optimum performance benefits.

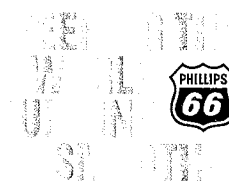
Applications

- Rotary and centrifugal air compressors where the manufacturer specifies a PAO-based lubricant
- Plain and rolling-element bearings operating at very high or very low temperatures
- Electric motor, fan, and blower bearings
- Vacuum pumps
- Industrial equipment operating over a wide temperature range where an inhibited mineral oil is recommended

Features/Benefits

- Outstanding resistance to thermal breakdown at high temperatures
- Outstanding oxidation resistance to minimize deposit and varnish formation
- Protects against wear
- Protects against rust and corrosion
- Good water-separating properties
- Good foam resistance
- Excellent low-temperature fluidity
- Low carbon-forming tendency
- Extended service intervals compared with mineral oil-based lubricants

**Synthetic PAO-
Based, Rust
& Oxidation-
Inhibited Air
Compressor Oil**





LUBRICANTS

Syncon® R&O Oil (ISO VG 32-68)

ISO Grade	32	46	68
Specific Gravity @ 60°F	0.854	0.857	0.865
Density, lbs/gal @ 60°F	7.11	7.14	7.20
Color, ASTM D1500	0.5	0.5	0.5
Flash Point (COC), °C (°F)	245 (473)	270 (518)	275 (527)
Pour Point, °C (°F)	-51 (-60)	-39 (-38)	-39 (-38)
Viscosity			
cSt @ 40°C	32.0	46.0	68.0
cSt @ 100°C	5.8	7.4	9.8
SUS @ 100°F	164	225	339
SUS @ 210°F	45.7	51.0	59.4
Viscosity Index	125	133	131
Acid Number, ASTM D974, mg KOH/g	0.17	0.17	0.17
Copper Corrosion, ASTM D130, 48 hrs @ 80°C	1a	1a	1a
Demulsibility, ASTM D1401, minutes to pass	10	15	15
Foam Test, ASTM D892, Seq. I, mL	0/0	0/0	0/0
Four-Ball Wear Test, ASTM D4172, Scar Diameter, mm	0.47	0.42	0.41
FZG Scuffing Test, ASTM D5182, Failure Load Stage	9	9	9
Oxidation Stability, RPVOT, ASTM D2272, minutes	2,400	2,400	2,400
Rust Test, ASTM D665 A&B	Pass	Pass	Pass

Health & Safety Information

For recommendations on safe handling and use of this product, please refer to the Safety Data Sheet via <http://www.phillips66.com/EN/products/Pages/MSDS.aspx>.

4-21-16

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City of Galveston

FLEET FACILITIES STAFF REPORT

December 6, 2017

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the Island Transit parts supply contract to IEH Auto Parts and Car Parts as the primary parts suppliers that met the specifications in the bidding process, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source is the Island Transit parts account.

I. Background

- A. The Island Transit garage utilizes outside parts vendors for their supply of light to heavy-duty automotive parts for its bus and support fleet.
- B. Bid 17-039 was sent out by purchasing via the city's web site purchasing module.
- C. Federal funds that are used by Island Transit require more stringent regulations during bidding. All regulations have been identified in the bid packets. The parts staff will also have the availability to "price compare" when making individual parts purchases between the contract suppliers and non-contract suppliers. Utilizing multiple vendors gives the city an advantage.
- D. A total of three vendors responded, two were classified as responsive.
 - ☐ IEH - Auto Parts
 - ☐ Car Parts
 - ☐ O'Reilly - Non Responsive
- E. Results (higher score represents lower pricing)
 - ☐ IEH - Auto Parts scored 152 points on 109 sample parts.
 - ☐ Car Parts scored 134 points on 109 sample parts.
- F. It has been the practice to award this contract to two vendors which allows Island Transit to have a second approved backup vendor in place if needed and in addition, allows for improved price negotiations.





City of Galveston

FLEET FACILITIES STAFF REPORT

- G. This is a three year contract with an option to extend an additional two years upon approval.

II. Current Situation

The City Council will have to approve the Island Transit parts supply contract to IEH Auto Parts and Car Parts as the primary parts suppliers that met the specifications in the bidding process, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source is the Island Transit parts account.

III. Alternatives in order of priority

- A. Approve the contract.

1. Cost - Estimation over \$15,000. \$279,000 budgeted.
2. Timing - As soon as possible.
3. Departmental Improvements - Will provide the Island Transit garage with needed supplies to perform duties at a reduced cost.

- B. Do not approve the contract.

1. Cost - Estimation over \$15,000. \$279,000 budgeted.
2. Timing - N/A
3. Departmental Improvements - Will provide the Island Transit garage with needed supplies to perform duties at an increased cost.

IV. Environmental Impact

Respondents are structured to follow the guidelines established by the EPA for parts distribution facilities.

V. Fiscal Impact Report

Requested by

David Smith
Executive Director





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source	Island Transit Automotive Parts Accounts
Cost	Estimation, over \$15,000 annually. \$279,000 budgeted
Savings Estimation	Will provide the Island Transit garage with needed supplies to perform duties at a reduced cost.

VI. Recommendation

Concur in *Alternative A*; approve the Island Transit parts supply contract to IEH Auto Parts and Car Parts as the primary parts suppliers that met the specifications in the bidding process, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source is the Island Transit parts account.

Respectfully Submitted,

David Smith
Executive Director



BID # 17-039

Island Transit Automotive Parts

Wednesday October 12, 2017 @ 8 am

Bids Opened By: Ja'Nice Lockett

Witnessed By: Susan Serrano

[Signature]

BIDDER	10-10-17 CarParts 1:11pm	10-11-17 O'Reilly 12:00pm	10-12-17 AutoPlus 7:51am	
	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)
Original & 1 copy & Media Source	Yes	Yes	Yes	
Addendum I	Yes	Yes	Yes	
Appendix A - Bid Document	Yes	Yes	Yes	
Appendices B through G	Yes	Yes	Yes	
Appendix J #1 No Govt Obligation to 3rd Parties Pg 30	Yes	Non Responsive	Yes	
Appendix J #2 Program Fraud Pg 31	Yes		Yes	
Appendix J #3 Access to Records Pg 32	Yes		Yes	
Appendix J #4 Federal Changes Pg 33	Yes		Yes	
Appendix J #5 Civil Rights Page 34	Yes		Yes	
Appendix J #6 and #6.A DBE Pgs 35-40 Pages 35 & 39	Yes		Yes	
Appendix J #7 Incorporation of FTA Terms Pg 41	Yes		Yes	

[Handwritten arrow pointing from 'Non Responsive' to 'Yes' in the last row]

BIDDER	Car Parts	O'Reilly	Auto Plus	
Appendix J #8 and Form 8.A. Debarment & Suspension Pgs 42-44	Yes	Non Responsive	Yes	
Appendix J #9 Buy America Pg 45	Yes	/	Yes	
Appendix J #10 Breaches & Dispute Resolution Pg 46	Yes		Yes	
Appendix J #11 & Form 11.A. Lobbying Pgs 47-49	Yes		Yes	
Appendix J #12 Clean Air Pg 50	Yes		Yes	
Appendix J #13 Clean Water Pg 50	Yes		Yes	
Appendix J #14 Energy Conservation Pg 51	Yes		Yes	
Appendix J #15 Recycled Products Pg 51	Yes		Yes	
Appendix J #16 Americans w/ Disabilities Act Pg 52	Yes	/	Yes	
Price Sheets	Yes		Yes	

HEATING-AIR CONDITIONING SYSTEM PARTS 001X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

BIDDER	Car Parts	O'Reilly	Auto Plus	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax				
A/C compressor (rebuild)	140.54		129.60	
A/C condenser (new)	226.53		136.50	
A/C evaporator (new)	283.64		169.70	
Heater core (new)	150.77		25.91	
Fan motor (new)	41.65		45.84	
2009 Ford E450 Bus - 6.8 10				
A/C compressor (rebuild)	190.19		200.56	
A/C condenser (new)	107.30		156.10	
A/C evaporator (new)	69.58		44.06	
Heater core (new)	77.36		83.67	
Fan motor (new)	50.37		47.77	

HEATING-AIR CONDITIONING SYSTEM PARTS 001X

BIDDER	Car Parts	O'Reilly	Auto Plus	
2009 Ford E350 15 Pass Van				
A/C compressor (rebuild)	240.06		95.15	
A/C condenser (new)	107.30		65.03	
A/C evaporator (new)	69.58		39.30	
Heater core (new)	77.36		30.10	
Fan motor (new)	86.37		31.11	
2015 Ford F550 S/Duty 6.7L Diesel				
A/C compressor (rebuild)	1405.42		290.59	
A/C condenser (new)	152.00		127.60	
A/C evaporator (new)	216.13		220.57	
Heater core (new)	125.08		57.92	
Fan motor (new)	114.00		101.49	

BRAKE SYSTEM PARTS 013X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

BIDDER	Car Parts	O'Reilly	Auto Plus	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax				
Front rotors (pair) (new)	234.89		116.12	
Pair of front brake shoes (HP) (new)	9.50		88.54	
Master cylinder (new)	221.12		71.51	
Pair of front calipers (rebuild)	193.38		207.97	
Rear emergency brake shoes (pair) (new)	10.05		41.25	
2009 Ford E450 Bus - 6.8 10				
Front rotors (pair) (new)	95.27		56.89	
Pair of front brake shoes (HP) (new)	16.89		18.15	
2009 Ford E350 15 Pass Van				
Pair of front rotors or drums (new)	85.18		56.89	
Pair of front brake shoes (HP) (new)	16.89		18.15	
2015 Ford F550 S/Duty 6.7L Diesel				
Pair of front drums (new)	110.05		47.21	

BRAKE SYSTEM PARTS 013X

BIDDER	Car parts	O'Reilly	Auto Plus	
Pair of front brake shoes (HP) (new)	116.36		35.15	
Right rear slack adjuster (new)	CNS		8.94	

SUSPENSION SYSTEM PARTS 016X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax				
Rear pair of shock absorbers (HD) (new)	113.1A		42.71	
Upper control arm (drivers side) (new)	386.42		6.97	
All front ball joints (upper-lower-both sides) (new)	61.88		4.95	
2009 Ford E450 Bus - 6.8 10				
Rear pair of shock absorbers (HD) (new)	30.56		25.91	
Upper control arm (drivers side) (new)	259.70		13.30	
2009 Ford E350 15 Pass Van				
One pair of HD front shocks (new)	30.56		25.91	
2015 Ford F550 S/Duty 6.7L Diesel				
One pair of HD front shocks (new)	108.76		26.1A	

CHARGING SYSTEM PARTS 031X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

BIDDER	Car parts	O'Reilly	Auto Plus
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax			
Alternator (Police) (rebuild)	280.50		504.11
2009 Ford E450 Bus - 6.8 10			
Alternator (rebuild)	99.69		95.23
2009 Ford E350 15 Pass Van			
Alternator (rebuild)	140.19		95.25
2015 Ford F550 S/Duty 6.7L Diesel			
Alternator (rebuild)	99.69		231.22

CRANKING SYSTEM PARTS 032X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

BIDDER	Car parts		Auto Plus
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax			
Starter (rebuild)	157.58		124.17
Fly wheel (new)	320.95		436.50

CRANKING SYSTEM PARTS 032X

BIDDER	car parts	O'Reilly	Auto Plus	
2009 Ford E450 Bus - 6.8 10				
Starter (rebuild)	54.80		39.32	
Fly wheel (new)	208.13		31.79	
2009 Ford E350 15 Pass Van				
Starter (rebuild)	73.46		57.08	
Fly wheel (new)	208.13		59.02	
2015 Ford F550 S/Duty 6.7L Diesel				
Starter (rebuild)	84.28		139.28	
Fly wheel (new)	49.83		55.09	

ENGINE FUEL SYSTEM PARTS 044X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax				
Fuel pump (new)	210.17		29.87	
One fuel injector (new)	239.21		356.09	

ENGINE FUEL SYSTEM PARTS 044X

BIDDER	Carparts	O'Peilly	Auto Plus
2009 Ford E450 Bus - 6.8 10			
Fuel pump (new)	125.58		73.43
One fuel injector (new)	19.70		51.00
2009 Ford E350 15 Pass Van			
Fuel pump (new)	125.58		73.43
One fuel injector (new)	19.70		51.00
2015 Ford F550 S/Duty 6.7L Diesel			
Fuel pump (new)	345.14		185.22
One fuel injector (new)	39.76		25.61

ENGINE COOLING SYSTEM PARTS 042X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax			
Radiator (new)	590.82		431.18
Water pump (new)	96.18		98.04

ENGINE COOLING SYSTEM PARTS 042X

BIDDER	car parts	O'Reilly	AutoPlus
2009 Ford E450 Bus - 6.8 10	100.00		
Radiator (new)	137.88		120.38
Water pump (new)	52.94		48.03
2009 Ford E350 15 Pass Van			
Radiator (new)	137.88		120.38
Water pump (new)	52.94		48.03
2015 Ford F550 S/Duty 6.7L Diesel			
Radiator (new)	340.34		430.10
Water pump (new)	114.00		33.87

WHEELS AND BEARING SYSTEM PARTS 018X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax			
Front bearings (one set) (new)	31.89		34.08

Rear bearings (one set) (new)	40.02	Non Responsive	22.56	
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WHEELS AND BEARING SYSTEM PARTS 018X

BIDDER	Qty	Qty	Auto Plus	
Rear axle gaskets (one set) (new)	4.21		1.80	
2009 Ford E450 Bus - 6.8 10				
Front bearings (one set) (new)	17.27		14.43	
Rear bearings (one set) (new)	12.11		16.55	
Rear axle gaskets (one set) (new)	4.21		1.73	
2009 Ford E350 15 Pass Van				
Front bearings (one set) (new)	17.27		14.43	
Rear bearings (one set) (new)	12.11		16.55	
Rear axle gaskets (one set) (new)	4.21		1.73	
2015 Ford F550 S/Duty 6.7L Diesel				
Front bearings (one set) (new)	152.37		199.73	
Rear bearings (one set) (new)	21.54		192.87	
Rear axle gaskets (one set) (new)	4.21		6.73	

STEERING SYSTEM PARTS 015X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

BIDDER	car parts	O'Reilly	AutoPlus	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax				
Steering pump (rebuild)	198.20		224.03	
2009 Ford E450 Bus - 6.8 10				
Steering pump (rebuild)	36.52	Response	25.34	
2009 Ford E350 15 Pass Van				
Steering pump (rebuild)	36.52		25.34	
2015 Ford F550 S/Duty 6.7L Diesel				
Steering pump (rebuild)	201.77		163.55	

IGNITION SYSTEM PARTS 033X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax				
One set of spark plugs (new)	100.88	Not	16.30	
One coil pack (new)	No Bid		1.95	

One wire set (new)	No bid	Non Responsive	2.95
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IGNITION SYSTEM PARTS 033X

BIDDER	car parts	V Bentley	Auto Bus
2009 Ford E450 Bus - 6.8 10	14.20		
One set of spark plugs (new)	37.72		4.35
One coil pack (new)	32.70		16.68
One wire set (new)			3.13
2009 Ford E350 15 Pass Van			
Key ignition switch (new)	36.64		33.31
2015 Ford F550 S/Duty 6.7L Diesel			
Key ignition switch (new)	54.86		53.19

GLASS AND GLASS CONTROL PARTS 007X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax			
Front drivers side window motor (rebuild)	31.20		63.49
Windshield wiper motor (rebuild)	58.38		53.03
Front drivers side window regulator (new)	547.29		1.90

GLASS AND GLASS CONTROL PARTS 007X

BIDDER	Car Park	O'Reilly	Auto Plus	
2009 Ford E450 Bus - 6.8 10				
Windshield wiper motor (rebuild)	69.73		34.70	
One pair of windshield wiper blades (new)	9.94		1.98	
2009 Ford E350 15 Pass Van				
Windshield wiper motor (rebuild)	69.73		34.70	
One pair of windshield wiper blades (new)	9.94		1.98	
2015 Ford F550 S/Duty 6.7L Diesel				
Windshield wiper motor (rebuild)	124.64		104.50	
One pair of windshield wiper blades (new)	29.54		2.54	

DRIVE SHAFT SYSTEM PARTS 024X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax			
Rear u-joint (new)	2.76		10.32

2009 Ford E450 Bus - 6.8 10				
Rear u-joint (new)	9.35	Non responsive	10.32	

DRIVE SHAFT SYSTEM PARTS 024X

BIDDER	car parts	O'Reilly	Auto Plus	
2009 Ford E350 15 Pass Van	9.00			
Rear u-joint (new)	9.35		10.32	
2015 Ford F550 S/Duty 6.7L Diesel				
Rear u-joint (new)	2.76		20.72	

LIGHTING SYSTEM PARTS (NON EM) 034X

(+/-) % Difference from jobber listing for this category = % see percentage next to each bidder company name.

2007 Chevrolet GCII-5500 Bus - 6.6 Duramax				
Left front headlight bulb (new)	3.98		6.49	
2009 Ford E450 Bus - 6.8 10				
Left front headlight bulb (new)	4.32		6.49	
2009 Ford E350 15 Pass Van				
Left front headlight bulb (new)	4.32		6.49	
2015 Ford F550 S/Duty 6.7L Diesel				

carparts

O'Reilly

Auto Plus

Left front headlight bulb (new)	432		NonResp.	0.39	
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CONTRACT FOR SUPPLY OF COMMODITIES

Island Transit Automotive Parts

This Contract (the "Contract") is made and entered into this _____ day of December, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Car Parts & Equipment Co., Inc., a corporation, located at 2826 Broadway Street, Galveston, Texas 77550. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with Automotive Parts within the City of Galveston ("City") and Car Parts & Equipment Co., Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Island Transit Automotive Parts

Response to Bid 17-039

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, or picked up by City, in accordance with the specifications in Exhibit A.. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 2826 Broadway Street, Galveston, Texas 77550. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**".

13. **TERMINATION**: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

20. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

21. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

22. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

23. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

24. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Island Transit Automotive Parts within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

25. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

26. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

27. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

28. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

29. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney

City of Galveston

823 Rosenberg, Suite 203

P. O. Box 779

Galveston, Texas 77553

Car Parts & Equipment Co., Inc.

2826 Broadway Street

Galveston, Texas 77550

[SIGNATURES FOLLOW ON NEXT PAGE]

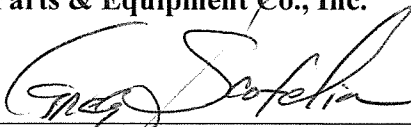
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IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Car Parts & Equipment Co., Inc.

By: _____
Brian Maxwell, City Manager

By: 
Greg Scofelia, Owner

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

Mehran Jadidi
Assistant City Attorney

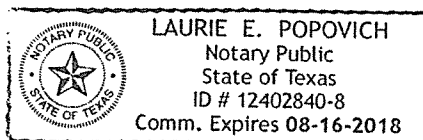
BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

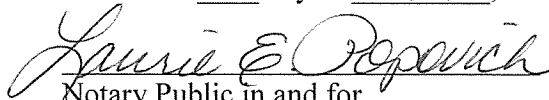
THE STATE OF TEXAS §

Galveston COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Greg Scofelia of Car Parts & Equipment Co., Inc. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of November, 2017.




Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING Certificate Number: 2017-288807 Date Filed: 11/30/2017 Date Acknowledged:
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Car Parts and Equipment Co., Inc Galveston, TX United States		
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Galveston		

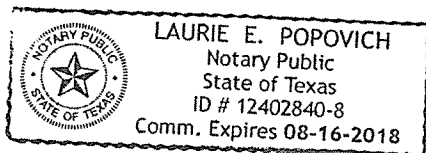
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-220
Automotive and Truck parts and equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scofelia, Greg	Galveston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Greg Scofelia

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Greg Scofelia, this the 30 day of November, 2017, to certify which, witness my hand and seal of office.

Laurie E. Popovich Laurie E. Popovich Executive Admin Asst.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

CITY OF GALVESTON
PO BOX 779
GALVESTON TX 77553

Relationship to the Named Insured:

CAR PARTS & EQUIPMENT INC WILL BE DELIVERING PARTS TO THE CITY OF
GALVESTON'S PROPERTY LOCATIONS.

A. The following is added to Paragraph C. Who is an Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury" or "property damage" liability arising out of your ongoing operations performed for that insured or premises owned by or rented to you.

B. This insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the additional insured named above.

C. The following exclusion is added to Paragraph B. Exclusions:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insured:

CAR PARTS & EQUIPMENT CO INC
2826 BROADWAY ST
GALVESTON TX 77550

Place of Issue:

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

BP-F-239 (09-08)

Policy Number: 9296152

Transaction Effective Date: 01-01-2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED CAR PARTS & EQUIPMENT CO INC 2826 BROADWAY ST GALVESTON, TX 77550-4431		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: FEDERATED SERVICE INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
215-680-0		NAIC # 13935 28304	

COVERAGES**CERTIFICATE NUMBER: 3****REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BUSINESS OWNER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	9296152	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	6032223	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER215-680-0
CITY OF GALVESTON
PO BOX 779
GALVESTON, TX 77553-0779

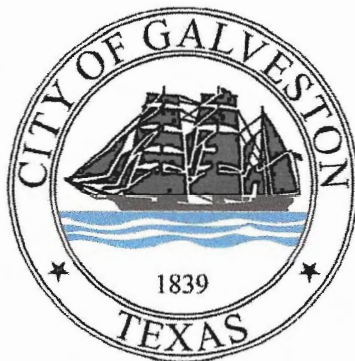
31

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Galveston INVITATION TO BID

Bid Reference Number: 17-039

Project Title: Island Transit Heavy Duty and Light Duty
Automotive Parts

Bid Closing Date: 9:00 A.M.(CST), Thursday, October 12, 2017

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 17-039 Island Transit Parts**". The question deadline will be addressed in Appendix J- Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
 - i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions

shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor

in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
- i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

Appendix A (pages 9 through 18) must be included in the bid submittal.

Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

Appendix J (pages 30 through 72) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	17-039
Project Title:	Island Transit Heavy Duty and Light Duty Automotive Parts
Submittal Deadline:	Thursday, October 12, 2017 @ 9:00 a.m. CST

Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553

Bidder Information:	
Bidder's Legal Name:	<i>CAR PARTS & EQUIPMENT Co., Inc.</i>
Address:	<i>2826 BROADWAY</i>
City, State & Zip	<i>GALVESTON, TX 77550</i>
Federal Employers Identification Number #	<i>74-1625892</i>
Phone Number:	<i>409-763-4382</i>
Fax Number:	<i>409-763-5250</i>
E-Mail Address:	<i>carpartsinc@sbcglobal.net</i>

Bidder Authorization	
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.	
Printed Name and Position of Authorized Representative: <u><i>GREG SCOFELIA</i></u>	
Signature of Authorized Representative: <u><i>Greg Scofelia</i></u>	
Signed this <u><i>9th</i></u> (day) of <u><i>OCTOBER</i></u> (month) <u><i>2017</i></u> (year)	

I learned of this Invitation to Bid by the following means:

- | | |
|--|--|
| ☐ Newspaper Advertisement | ☒ City E-mail Notification |
| ☐ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

Appendix A – Bid Document (continued)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Bidder's Experience / Staff**

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

Car Parts & Equipment Company, Inc.

In Business Since 1960

2826 Broadway, Galveston, Texas 77550

Phone: 409-763-4382

Fax: 409-763-5250

October 12, 2017

CITY OF GALVESTON

BID NUMBER: 17-039, page 11, Item 3.

REF: BIDDER'S EXPERIENCE / STAFF

Project Team Members:

Greg Scofelia, Owner

James Scharbach, Store Manager, has been with Car Parts & Equipment Co., Inc. for 25 years.

Louis Holloway, Assistant Store Manager, has been with Car Parts & Equipment Co., Inc. for 29 years

A handwritten signature in black ink, appearing to read "Greg Scofelia". The signature is fluid and cursive, with the first name "Greg" written in a larger, more prominent script than the last name "Scofelia".

Greg Scofelia, Owner

CAR PARTS & EQUIPMENT, CO., INC.

- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
- State the number of years' experience the business has: 57; and the number of employees: 7.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: <u>BASF CORPORATION</u>	
Contact Name: <u>REGGIE BENTON</u>	Contact Title: <u>ACCOUNT REP</u>
Phone: <u>346-333-6542</u>	Email: <u>reginal.manguel.benton@basf.com</u>
Date and Scope of Work Provided: <u>DELIVERY OF VARIOUS AUTOMOTIVE PARTS</u>	

Reference #2:

Client / Company Name: <u>NATIONAL OAK DISTRIBUTORS</u>	
Contact Name: <u>ROBBIE SALADINO</u>	Contact Title: <u>TERRITORY SALES MANAGER</u>
Phone: <u>713-540-4770</u>	Email: <u>r.saladino@nationaloak.com</u>
Date and Scope of Work Provided: <u>DELIVERY OF VARIOUS AUTOMOTIVE PARTS</u>	

Reference #3:

Client / Company Name: <u>PBE WAREHOUSE SALES, LP</u>	
Contact Name: <u>BECKY RHODES</u>	Contact Title: <u>A/R ANALYST</u>
Phone: <u>1-800-664-3104 EXT. 3128</u>	Email: <u>brhodes@englishcolor.com</u>
Date and Scope of Work Provided: <u>DELIVERY OF VARIOUS AUTOMOTIVE PARTS</u>	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ☒ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: N/A

B. Prime contractor HUB / MWBE registration number: N/A

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase purchase.**

☒ **No, Only the City can purchase.**

8. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION 2 %

SECOND ADDITIONAL YEAR (FY 2019) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2020) ESCALATION 2 %

FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION 2 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: CAR PARTS & EQUIPMENT Co., INC.

Contract #: BID # 17-039

Description: ISLAND TRANSIT HEAVY AND LIGHT DUTY AUTO PARTS

Primary Contact (Name): GREG SCOFELIA
Primary Contact Phone Numbers: Home: _____ - _____ Cell: 409-939-6688
Secondary Contact (Name): JAMES SCHARBACH
Secondary Contact Phone Numbers: Home: _____ - _____ Cell: 409-939-1478
After Hours emergency opening fee, if applicable: \$ NO FEE

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. **Miscellaneous**

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

- A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**Date
Received**1. Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4._____
Signature of person doing business with the governmental entity_____
Date_____
Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

I, GREG SCOFELIA (Person name), the undersigned representative of (Company or Business Name) CAR PARTS & EQUIPMENT CO. INC. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- "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
- "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

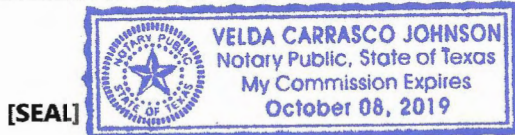
10-9-2017
DATE

GREG SCOFELIA
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TEXAS §
COUNTY OF GALVESTON §

On this day, BEFORE ME, the undersigned, personally appeared GREG SCOFELIA, the OWNER of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 09 day of OCTOBER, 2017.



Velda Carrasco Johnson
NOTARY PUBLIC in and for the
State of TEXAS

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

GREG SCOFELIA

Bidder's Printed or Typed Name

Greg Scofelia

Bidder's Signature

10-9-2017

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

☒ I am not related by blood or marriage to any official or employee of the
City of Galveston

☐ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

☐ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR CAR PARTS & EQUIPMENT Co., Inc.

ADDRESS 2826 BROADWAY, GALVESTON, TX 77550

PHONE 409 - 763-4382

FAX 409 - 763-5250

BIDDER (SIGNATURE) Greg Scofelia 10-9-2017

BIDDER (PRINTED NAME) GREG SCOFELIA

POSITION WITH COMPANY OWNER

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

COMPANY OFFICIAL
(PRINTED NAME) GREG SCOFELIA

OFFICIAL POSITION OWNER

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

GREG SCOFELIA

(Printed or typed Name of Signatory)

GREG SCOFELIA

(Signature)

10-9-2017

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin".

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued



[Company Name]

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize [Company Name] to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold [Company Name] responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until [Company Name] receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Signature

Company Name: _____

Authorized Signature: _____ Date: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Work

1. **Project Title: Bid 17-039 Island Transit Heavy Duty and Light Duty Automotive Parts.**

2. **Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

CITY OF GALVESTON ISLAND TRANSIT ITB #17-039 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

This project is funded, in part, using funds from the Federal Transit Administration (FTA). Based on this federal participation, the following Special Provisions will apply to the construction contract to be awarded.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Civil Rights Requirements
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of Federal Transit Administration Terms
8. Government-wide Debarment and Suspension (Nonprocurement)
9. Buy America Requirements
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Energy Conservation Requirements
15. Recycled Products
16. Americans with Disabilities Act (ADA) Accessibility

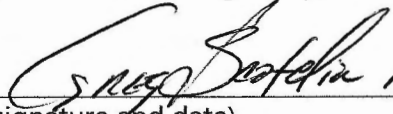
1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

GREG SCOFELIA

(printed name of signatory)

 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

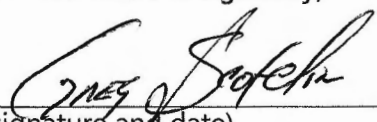
Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

GREG SCOFELIA

(printed name of signatory)

 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

3. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325 49 CFR 633.17
18 CFR 18.36 (i)

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

4. FEDERAL CHANGES
49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

GREG SCOFELIA

(printed name of signatory)

Greg Scofelia 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

5. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

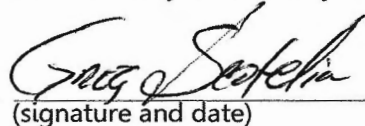
(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

GREG SCOFELIA

(printed name of signatory)

 10-9-2017

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(See attached Appendix 6.A.)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2016 is 5.23% of all procurements.**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

Names and addresses of DBE firms that will participate in this contract;

Description of the work each DBE will perform;

Dollar amount of the participation of each DBE firm participating;

Written documentation of the bidder/offoror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

If the contract goal is not met, evidence of good faith efforts to do so.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

POLICY STATEMENT

Objectives/Policy Statement – Section 26.1, 26.23

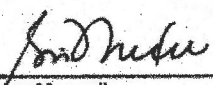
The City of Galveston ("City") has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT). The City has received federal financial assistance from the Federal Transit Administration (FTA) and, as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

It is the policy of the City to facilitate and assure that each third party participant will facilitate DBE participation by:

1. Complying with 49 CFR part 26;
2. Not discriminating on the basis of race, color, sex, or national origin;
3. Implementing the City's DBE program; and
4. Verifying DBE Certification.

Island Transit City Grants Manager, Nathan Nevelow, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the FTA.

The City has disseminated this policy statement to the City Council and all of the components of our organization. The City has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.

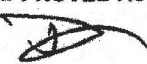


Brian Maxwell
City Manager

10/17/16

Date

• APPROVED AS TO FORM: •



City Attorney

APPENDIX 6.A. DISADVANTAGE BUSINESS ENTERPRISE GOOD FAITH EFFORT

Appendix A to 49 CFR Part 26

1. When, a recipient of federal funds establishes a DBE contract goal for a DOT-assisted contract, a Bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can include sufficient subcontractors and/or suppliers to meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, if Bidder does not meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. In any situation in which there is a contract goal, part 26 requires use of the good faith efforts mechanism of this part. The City of Galveston will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. In doing so City will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.
3. Award of a contract is not dependent upon meeting the exact contract goal as long as adequate good faith efforts have been made.
4. The following is a list of types of actions which are considered as part of the Bidder's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. In negotiating with DBEs note the following:
 - i. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE

participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- ii. A Bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - e. DBEs should not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
5. In determining whether a Bidder has made good faith efforts, City may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, City may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

APPENDIX 6.A. BIDDER/CONTRACTOR DBE CERTIFICATION

Instructions: The Bidder/Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) Approximate percent or amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating TUCP certifying agency and appear on TxDOT's TUCP web page. The DBE or SBE certification must be complete by the time the bids are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete the Subcontractor Letter of Intent, agreeing to the information listed herein. If there are no bidders or subcontractors please mark the form with N/A and sign and return with submittal. Only return Letter(s) of Intent if there are firms listed below.

RESPONDENT/ CONTRACTOR:

N/A

1) Name of Subcontractor Firm	2) Address, Telephone # Contact Person	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or nonDBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract

5) ETHNIC CODES: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the **LETTER OF INTENT**, as completed by the DBE or SBE subcontractor(s).

[Signature]

SIGNATURE OF AUTHORIZED REPRESENTATIVE

10-9-2017

DATE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

APPENDIX 6.A. DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have current certification status and be included in the TUCP list on TxDOT's web site by the due date established for this Invitation for Bid (IFB)

1. TO: (Bidder/ Contractor): _____
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the following price \$_____ and/or _____% of the total contract amount (should be the same as found on the **Bidder/Contractor Certification**).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form E and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

BIDDER/

DATE: _____ CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

**7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB. .**

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(See Instructions & Form 8.A.)

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

8.A. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

By signing and submitting this form and this bid, the Bidder/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Bidder/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Bidder/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Bidder/Contractor shall provide immediate written notice to the Owner to which this bid is submitted if at any time the Bidder/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Bidder/Contractor agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by th
6. The Bidder/Contractor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Bidder/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**8.A. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The Primary Participant (Contractor) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (business name) CAR PARTS & EQUIPMENT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

GREG SCOFELIA

Name and Title of Authorized Representative

10-9-2017
Date

GREG SCOFELIA

Signature of Authorized Representative

N/A
Duns Number

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

9. BUY AMERICA REQUIREMENTS (Form A)
49 U.S.C. 5323(j) 49 CFR Part 661

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products. PLEASE SIGN ONLY ONE OF THE FOLLOWING SECTIONS.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 10-9-2017
Signature GREG SCOTELIN
Company Name CAR PARTS & EQUIPMENT CO., INC.
Title OWNER

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date 10-9-2017
Signature GREG SCOTELIN
Company Name CAR PARTS & EQUIPMENT CO., INC.
Title OWNER / PRESIDENT

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

10. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

11. LOBBYING (See attached Form 11.A.)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the owner. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) 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 cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

 Signature of Contractor's Authorized Official

GREG SCOFELIA, OWNER Name and title of Contractor's Authorized Official

10-9-2017 Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

11.A. LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned, GREG SCOFELIA, certifies that to the best of his or her knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder/Contractor/Subcontractor, GREG SCOFELIA, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.* apply to this certification and disclosure, if any.

Executed this 9 day of OCTOBER, ~~2015~~ 2017

By GREG SCOFELIA

Signature of Bidder/Contractor /Subcontractor's Authorized Official

GREG SCOFELIA

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

OWNER

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

12. CLEAN AIR
42 U.S.C. 7401 et seq 49 CFR Part 18
40 CFR 15.61

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

13. CLEAN WATER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

14. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

15. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

GREG SCOFELIA

(printed name of signatory)

GREG SCOFELIA 10-9-2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

16. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor and all of its Subcontractors shall adhere to the ADA Accessibility requirements as follows:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA)
 - c. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles

GREG SCOFELIA
(printed name of signatory)
GREG SCOFELIA 10-9-2017
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

4. **Bid Evaluation Factors – See Page 6 Section 7B for Evaluation Factors**

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	September 18, 2017
Deadline for Submittal of Written Questions	October 4, 2017 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	October 12, 2017 @ 9:00 a.m. CST
Anticipated Committee Evaluation Review Date	October 17, 2017
Anticipated Award Date	October 26, 2017

7. Scope of Services

CITY OF GALVESTON, TEXAS Island Transit

SPECIFICATIONS FOR ANNUAL HEAVY DUTY AND LIGHT DUTY AUTOMOTIVE PARTS

SCOPE:

IT IS THE INTENT OF THIS SPECIFICATION PACKAGE THAT THE CONTRACTOR FURNISHES HEAVY DUTY AND LIGHT DUTY AUTOMOTIVE PARTS THAT THE CITY OF GALVESTON REQUIRES FOR ITS VEHICLES AND EQUIPMENT FLEET DURING THE PERIOD OF THE AGREEMENT. THE CITY RESERVES THE RIGHT TO ORDER SUCH QUANTITIES OF AUTOMOTIVE PARTS AS IT REQUIRES, AND THE CITY ALSO RESERVES THE RIGHT NOT TO ORDER ANY AUTOMOTIVE PARTS NOT REQUIRED DURING THE PERIOD OF THE AGREEMENT.

GENERAL:

BID PROPOSALS, WHICH ATTEMPT TO ALTER ANY OF THE ENUMERATED PROVISIONS STATED WITHIN THIS SPECIFICATION DOCUMENTATION, MAY BE DETERMINED AS A NON-RESPONSIVE BID AND MAY BE SUBJECT TO REJECTION. THE CITY RESERVES THE RIGHT TO REJECT ANY PRICE INCREASE, AND OBTAIN A DIFFERENT SOURCE OR SOURCES TO MEET ITS REQUIREMENTS AS TO SUCH ITEM SUBJECT TO SAID PRICE INCREASE WHEN SUCH ACTION SERVES THE BEST INTEREST OF THE CITY. BIDDER AGREES THAT THE CITY'S EXERCISE OF ITS OPTION TO OBTAIN ALTERNATIVE SOURCES DOES NOT CONSTITUTE A BREACH OF CONTRACT.

THE VENDOR SHALL PROVIDE ORIGINAL EQUIPMENT PARTS AND SUPPLIES, OR AFTERMARKET ITEMS IN EQUAL OR HIGHER QUALITY. A MINIMUM OF GRADE 8 IS REQUIRED ON ALL FASTENERS. ALL HYDRAULIC COMPONENTS AND PARTS MUST MEET JIC AND SAE SPECIFICATIONS. THE CITY RESERVES THE RIGHT TO INSPECT THE QUALITY OF MATERIALS, SUPPLIES AND EQUIPMENT PROPOSED TO BE FURNISHED AND TO REJECT ANY ITEMS DEEMED NOT TO MEET ORIGINAL EQUIPMENT STANDARDS AND PERFORMANCE.

IT SHOULD BE UNDERSTOOD THAT AT TIMES, THE CITY WILL MAKE PURCHASES OF REQUIRED SPECIAL AND/OR DEALER PARTS AND/OR SUPPLIES FROM OTHER DEALERS.

ATTACHED IS A LIST OF EQUIPMENT THAT EACH BID WILL COVER. THIS LIST IS SUPPLIED SOLELY FOR BIDDING PURPOSES ONLY. IT IS AN EXAMPLE OF THE TYPES OF EQUIPMENT FOR WHICH THE CITY MIGHT NEED PARTS AND SUPPLIES ON A YEARLY BASIS.

VENDOR SHALL SET UP PRICING ON VENDOR'S COMPUTERS, SO THAT WHEN THE CITY'S ACCOUNT IS BROUGHT UP, THE BID PRICES WILL AUTOMATICALLY BE PRICED ACCORDINGLY.

ANTICIPATED VOLUMES ARE AN ESTIMATION OF YEARLY AMOUNTS THAT THE CITY EXPECTS TO ORDER, HOWEVER, THE CITY DOES NOT GUARANTEE ANY MINIMUM OR MAXIMUM AMOUNTS, AND WILL PAY ONLY FOR ITEMS ACTUALLY ORDERED AND DELIVERED.

IF BIDDER DOES NOT WISH TO BID AT THIS TIME, BUT WISHES TO REMAIN ON THE BID LIST FOR THIS COMMODITY, PLEASE SUBMIT A "NO BID" BY THE SAME TIME, AND AT THE SAME LOCATION AS STATED FOR BIDDING.

THE VENDOR SHALL SUPPLY THE ISLAND TRANSIT PARTS ROOM WITH REFERENCE BOOKS AND/OR SOFTWARE CAPABILITIES, WHICH WILL ASSIST IN LOOKING UP REQUIRED PART APPLICATIONS. THE CITY WILL SUPPLY HARDWARE SUCH AS DATA LINES AND/OR COMPUTERS.

CURRENT STOCK:

SUCCESSFUL BIDDER SHALL BE REQUIRED TO MAINTAIN A FRESH STOCK OF AUTOMOTIVE PARTS. FAILURE TO COMPLY WITH THIS SPECIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT.

ALL AUTOMOTIVE PARTS FURNISHED UNDER THESE SPECIFICATIONS SHALL BE OF CURRENT PRODUCTION AND OF THE LATEST DESIGN AND CONSTRUCTION.

THE MANUFACTURE'S NAME OR TRADEMARK AND THE PART NUMBER SHALL BE CLEARLY IMPRINTED ON EACH PART CONTAINER.

SURPLUS STOCK:

BIDDER SHALL HAVE THE RESPONSIBILITY, UPON REQUEST OF THE CITY, OF COLLECTING NON MOVING SURPLUS PARTS IN THEIR AWARDED CATEGORIES FROM THE CITY OF GALVESTON ISLAND TRANSIT AND PROVIDING AN EXCHANGE OR CREDIT FOR UPDATED STOCK PARTS. THE ISLAND TRANSIT WILL HAVE THE RESPONSIBILITY OF IDENTIFYING AND FLAGGING SURPLUS PARTS.

WARRANTY:

SUCCESSFUL BIDDER SHALL WARRANT THAT ALL ITEMS SHALL CONFORM TO THE PROPOSED SPECIFICATIONS AND/OR ALL WARRANTIES AS STATED IN THE UNIFORM COMMERCIAL CODE, AND BE FREE FROM ALL DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE.

PARTS THAT FAIL DURING THEIR WARRANTY PERIOD SHOULD BE EXCHANGED IN A TIMELY MANNER.

SUCCESSFUL BIDDER SHALL SUPPLY THE ISLAND TRANSIT WITH PARTS WARRANTY INFORMATION SO THE DATA CAN BE RECORDED INTO THEIR MAINFRAME COMPUTER FOR TRACKING.

PARTS FOUND DEFECTIVE OR NOT MEETING SPECIFICATIONS SHALL BE PICKED UP AND REPLACED BY THE SUCCESSFUL BIDDER WITHIN ONE (1) WEEK AFTER NOTIFICATION AT NO EXPENSE TO THE CITY. IF ITEM IS NOT PICKED UP WITHIN ONE (1) WEEK AFTER NOTIFICATION, THE ITEM WILL BECOME A DONATION TO THE CITY FOR DISPOSITION.

TERMINATION:

THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT WITH THE CONTRACTOR WHO FAILS TO PERFORM IN ACCORDANCE WITH THIS BID, EXCEPT WHERE PERFORMANCE IS PREVENTED BY AN ACT OF WAR, ORDER OF LEGAL AUTHORITY, ACT OF GOD OR OTHER UNAVOIDABLE CAUSES NOT ATTRIBUTABLE TO THE FAULT OR NEGLIGENCE OF THE BIDDER.

BIDDING AND AWARD:

BIDS SHALL BE SUBMITTED ON THE BID FORMS ATTACHED. THE BIDS SHOULD INCLUDE ALL STATE AND/OR FEDERAL FEES IF APPLICABLE. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO AWARD ALL OR ANY PART OF THESE REQUIREMENTS TO ANY BIDDER (S) AS THE BEST INTEREST OF THE CITY MAY REQUIRE, GIVING DUE CONSIDERATION TO PRICE DISCOUNTS OFFERED, QUALITY OF PRODUCT, ADJUSTMENT POLICY, DISTRIBUTION AND DELIVERY FACILITIES AVAILABLE.

AUDIT TESTING:

THE CITY RESERVES THE RIGHT TO PERIODICALLY AUDIT A RANDOMLY SELECTED PURCHASE TRANSACTION TO ASSURE THAT THE ITEM PURCHASE PRICE REFLECTS THE BIDDERS CORRECT DISCOUNT PERCENTAGE, AND IN ADDITION, THAT THE JOBBER LIST PRICE IS ACCURATE AND IS MARKET COMPETITIVE.

DELIVERY AND PICKUP:

DELIVERY SHALL BE REQUIRED IN SUCH QUANTITIES AND AT SUCH PERIODS AS THEY MAY BE NEEDED BY THE CITY TO THE ISLAND TRANSIT LOCATED AT 3115 MARKET STREET, GALVESTON, TEXAS AS SOON AS ORDERED IF STOCKED. THE CONTRACTOR SHALL BE REQUIRED TO HAVE IN THEIR SHELF STOCK A SUFFICIENT QUANTITY TO SUPPLY THE REASONABLE DEMANDS OF THE CITY PROMPTLY UPON REQUEST. IF UNAVAILABLE FROM STOCK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE ITEM FROM ANOTHER SOURCE. IN THE EVENT THE CONTRACTOR FAILS TO SECURE THE REQUIRED AUTOMOTIVE PARTS WITHIN TWENTY FOUR (24) HOURS, THE CITY SHALL HAVE THE OPTION TO OBTAIN THE REQUIRED ITEM (S) FROM AN INDEPENDENT SOURCE.

IF THE REQUESTED PART IS REQUIRED ASAP IN ORDER TO EXPEDITE A UNIT FOR SERVICE, AND THE VENDOR DOES NOT HAVE THE PART IN STOCK, THE CITY CAN EXERCISE THE OPTION OF PURCHASING THE PART FROM ANOTHER VENDOR WITH THE APPROVAL OF PARTS ROOM MANAGER.

IT SHALL BE UNDERSTOOD THAT CITY PERSONNEL WILL AT TIMES COME TO VENDOR LOCATION TO PURCHASE PARTS AND SUPPLIES. EVERY EFFORT WILL BE TAKEN TO EXPEDITE THEIR ORDERS. ONLY EMPLOYEES THAT ARE ON AN AUTHORIZATION LIST MAY PICK UP ITEMS FROM THE VENDOR. THIS LIST WILL BE DISTRIBUTED AFTER THE CONTRACT AWARDING. THE GARAGE WILL ONLY PAY FOR ITEMS THAT ARE PICKED UP BY AUTHORIZED LISTED EMPLOYEES.

BILLING:

CONTRACTOR WILL BILL THE CITY AFTER EACH DELIVERY AND RENDER INVOICES WITH THE CITY'S PURCHASE ORDER NUMBER AND WORK ORDER NUMBER CLEARLY INDICATED. ALL ORIGINAL INVOICES MUST BE REMITTED TO THE ISLAND TRANSIT 'S ADMINISTRATION OFFICE LOCATED AT 3115 MARKET STREET, GALVESTON, TEXAS, 77550. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN DELAYED PAYMENT.

REASONING:

STATE LAW REQUIRES THE CITY OF GALVESTON TO BID ANNUAL CONTRACTS TO VENDORS THAT SUPPLY OVER \$25,000 WORTH OF MATERIALS TO THE CITY IN A ONE YEAR PERIOD.



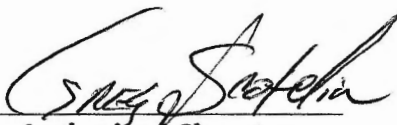
CITY OF GALVESTON – BID # 17-039
ADDENDUM I
ISLAND TRANSIT AUTOMOTIVE PARTS

Date: 9/19/2017
To: Prospective Bidders
Subject: Addendum No. I – Island Transit Automotive Parts
Equipment Master List

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 9/18/2017. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Attached is the list of equipment referred to in the Scope of Work on page 55 of the solicitation document.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.


Authorized Signature

10-9-2017
Date

GREG SCOFELIA
Printed Name

CAR PARTS & EQUIPMENT Co., Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

HEATING-AIR CONDITIONING SYSTEM PARTS 001X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
A/C compressor (rebuilt)	FOUR SEASONS	T58931	1	\$ 148.54			
A/C condenser (new)	GM	25191520	2	\$ 226.53			
A/C evaporator (new)	DELCO	89019018	3	\$ 283.64			
Heater core (new)	DELCO	52497763	4	\$ 150.77			
Fan motor (new)	FOUR SEASONS	75788	5	\$ 41.65			
2009 Ford E450 Bus - 6.8 10							
A/C compressor (rebuilt)	FOUR SEASONS	DW67198	7	\$ 190.19			
A/C condenser (new)	READY RAD	1177	8	\$ 107.30			
A/C evaporator (new)	FOUR SEASONS	T54273	9	\$ 69.58			
Heater core (new)	FOUR SEASONS	T54278	10	\$ 77.36			
Fan motor (new)	FOUR SEASONS	76949	11	\$ 56.37			
2009 Ford E350 15 Pass Van							
A/C compressor (rebuilt)	FOUR SEASONS	T98564	12	\$ 240.06			
A/C condenser (new)	READY RAD	1177	13	\$ 107.30			
A/C evaporator (new)	FOUR SEASONS	T54273	14	\$ 69.58			
Heater core (new)	FOUR SEASONS	T54278	15	\$ 77.36			
Fan motor (new)	FOUR SEASONS	76949	16	\$ 56.37			
2015 Ford F550 S/Duty 6.7L Diesel							
A/C compressor (rebuilt)	MOTORCRAFT	BC3219703A	17	\$ 405.42			
A/C condenser (new)	FOUR SEASONS	713937	18	\$ 152.			
A/C evaporator (new)	MOTORCRAFT	BC32198606	19	\$ 216.13			
Heater core (new)	FOUR SEASONS	910532	20	\$ 125.08			
Fan motor (new)	MOTORCRAFT	BC328501A	21	\$ 114.00			

Questions - email purchasing@galvestontx.gov

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

BRAKE SYSTEM PARTS 013X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Front rotors (pair) (new)	RAYBESTOS	YH145689	22	\$ 234.89			
Pair of front brake shoes (HP) (new)	WEAREVER	MKD1010	23	\$ 9.50			
Master cylinder (new)	RAYBESTOS	MCA630274	24	\$ 221.12			
Pair of front calipers (rebuilt)	A-1	188051+188050	25	\$ 193.38			
Rear emergency brake shoes (pair) (new)	WEAREVER	5-641	26	\$ 10.05			
2009 Ford E450 Bus - 6.8 10							
Front rotors (pair) (new)	RAYBESTOS	YH246572	27	\$ 95.27			
Pair of front brake shoes (HP) (new)	WEAREVER	MKD1328	28	\$ 16.89			
2009 Ford E350 15 Pass Van							
Pair of front rotors or drums (new)	RAYBESTOS	YH246571	29	\$ 85.18			
Pair of front brake shoes (HP) (new)	WEAREVER	MKD1328	30	\$ 16.89			
2015 Ford F550 S/Duty 6.7L Diesel							
Pair of front drums (new)	WEAREVER	YH145615	31	\$ 110.05			
Pair of front brake shoes (HP) (new)	WEAREVER	MKD1066	32	\$ 16.36			
Right rear slack adjuster (new)	CNS	CNS	33	\$ CNS			

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

SUSPENSION SYSTEM PARTS 016X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Rear pair of shock absorbers (HD) (new)	MONROE	65172x2	34	\$ 113.14			
Upper control arm (drivers side) (new)	DELCO	88936120	35	\$386.42			
All front ball joints (upper-lower- both sides) (new)	MOOG	X500087x2	36	\$ 61.88			
2009 Ford E450 Bus - 6.8 10							
Rear pair of shock absorbers (HD) (new)	MONROE	59517x2	37	\$ 30.56			
Upper control arm (drivers side) (new)	MOTORCRAFT	8C2Z36078	38	\$259.70			
2009 Ford E350 15 Pass Van							
One pair of HD front shocks (new)	MONROE	59517x2	39	\$ 30.56			
2015 Ford F550 S/Duty 6.7L Diesel							
One pair of HD front shocks (new)	MONROE	65168x2	40	\$ 108.76			

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

CHARGING SYSTEM PARTS 031X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax						
Alternator (Police) (rebuilt)	DELCO	19118691	41	\$280.50		
2009 Ford E450 Bus - 6.8 10						
Alternator (rebuilt)	WORLD	11434A	42	\$99.69		
2009 Ford E350 15 Pass Van						
Alternator (rebuilt)	WORLD	11274A	43	\$140.19		
2015 Ford F550 S/Duty 6.7L Diesel						
Alternator (rebuilt)	WORLD	11622A	44	\$99.69		

Response Form

CAR PARTS + EQUIPMENT,
VENDOR NAME Co., Inc.

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

CRANKING SYSTEM PARTS 032X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Starter (rebuilt)	WORLD	72-1780 IN	45	\$ 157.58			
Fly wheel (new)	DELCO	97372295	46	\$ 320.95			
2009 Ford E450 Bus - 6.8 10							
Starter (rebuilt)	WORLD	32675V	47	\$ 54.80			
Fly wheel (new)	MOTORCRAFT	4C3Z6375A	48	\$ 208.13			
2009 Ford E350 15 Pass Van							
Starter (rebuilt)	WORLD	32215	49	\$ 73.46			
Fly wheel (new)	MOTORCRAFT	4C3Z6375A	50	\$ 208.13			
2015 Ford F550 S/Duty 6.7L Diesel							
Starter (rebuilt)	WORLD	6696S	51	\$ 84.28			
Fly wheel (new)	MOTORCRAFT	CC3Z6375A	52	\$ 49.83			

Response Form

CAR PARTS & EQUIPMENT

VENDOR NAME Co., Inc.

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

ENGINE FUEL SYSTEM PARTS 044X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Fuel pump (new)	DELCO	19122423	53	\$ 210.17			
One fuel injector (new)	BORG WARNER	67562	54	\$ 239.21			
2009 Ford E450 Bus - 6.8 10							
Fuel pump (new)		FG1314	55	\$ 125.58			
One fuel injector (new)	BORG WARNER	67348	56	\$ 19.70			
2009 Ford E350 15 Pass Van							
Fuel pump (new)		FG1314	57	\$ 125.58			
One fuel injector (new)	BORG WARNER	67348	58	\$ 19.70			
2015 Ford F550 S/Duty 6.7L Diesel							
Fuel pump (new)	MOTORCRAFT	BC3Z9G282E	59	\$345.14			
One fuel injector (new)	MOTORCRAFT	FC3Z9H529A	60	\$399.76			

Response Form

CAR PARTS & EQUIPMENT

VENDOR NAME Co., Inc.

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

ENGINE COOLING SYSTEM PARTS 042X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Radiator (new)	READY RAD	867212	61	\$590.82			
Water pump (new)	TRW	T2284	62	\$86.18			
2009 Ford E450 Bus - 6.8 10							
Radiator (new)	READY RAD	43-1359	63	\$137.88			
Water pump (new)	TRW	T4207	64	\$52.94			
2009 Ford E350 15 Pass Van							
Radiator (new)	READY RAD	43-1359	65	\$137.88			
Water pump (new)	TRW	T4207	66	\$52.94			
2015 Ford F550 S/Duty 6.7L Diesel							
Radiator (new)	READY RAD	813230	67	\$340.34			
Water pump (new)	TRW	BC328501A	68	\$114.00			

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

WHEELS AND BEARING SYSTEM PARTS 018X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Front bearings (one set) (new)	BOWER	* 3	69	\$ 31.89			
Rear bearings (one set) (new)	BOWER	* 4	70	\$ 48.02			
Rear axle gaskets (one set) (new)	PERMATEX	82180	71	\$ 4.21			
2009 Ford E450 Bus - 6.8 10							
Front bearings (one set) (new)	BOWER	* 1	72	\$ 17.27			
Rear bearings (one set) (new)	BOWER	* 2	73	\$ 12.11			
Rear axle gaskets (one set) (new)	PERMATEX	82180	74	\$ 4.21			
2009 Ford E350 15 Pass Van							
Front bearings (one set) (new)	BOWER	1	75	\$ 17.27			
Rear bearings (one set) (new)	BOWER	2	76	\$ 12.11			
Rear axle gaskets (one set) (new)	PERMATEX	82180	77	\$ 4.21			
2015 Ford F550 S/Duty 6.7L Diesel							
Front bearings (one set) (new)	BOWER	NT515132	78	\$ 152.37			
Rear bearings (one set) (new)	BOWER	33462-39412	79	\$ 21.54			
Rear axle gaskets (one set) (new)	PERMATEX	82180	80	\$ 4.21			
* 3	* 4	* 1	* 2				

* 3
 (2) A5 = EACH 7.09
 (2) S25590 = EACH 8.74
 (2) S25877 = EACH 10.35
 (2) 25520 = EACH 2.55
 (2) S25820 = EACH 3.16

* 4
 33287- 15.02
 39590- 16.02
 33462- 11.60
 3920- 5.38

* 1
 (2) S15101 = 3.26
 (2) S15245 = 2.32
 (2) LM102949 = 7.83
 (2) LM102910 = 3.86

* 2
 S2A38 = 4.70
 S382A = 3.54
 S98645 = 3.87

Questions - email purchasing@galvestontx.gov

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

STEERING SYSTEM PARTS 015X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax						
Steering pump (rebuilt)	A-1	21-4042	81	\$ 198.20		
2009 Ford E450 Bus - 6.8 10						
Steering pump (rebuilt)	A-1	20-370	82	\$ 36.52		
2009 Ford E350 15 Pass Van						
Steering pump (rebuilt)	A-1	20-370	83	\$ 36.52		
2015 Ford F550 S/Duty 6.7L Diesel						
Steering pump (rebuilt)	MOTORCRAFT	BC323A696C	84	\$ 201.77		

Questions - email purchasing@galvestontx.gov

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

IGNITION SYSTEM PARTS 033X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
One set of spark plugs (new)	AC DELCO	9G(X8)	85	\$ 100.88			
One coil pack (new)	N/A	N/A	86	\$ N/A			
One wire set (new)	N/A	N/A	87	\$ N/A			
2009 Ford E450 Bus - 6.8 10							
One set of spark plugs (new)	FRAM	103X10	88	\$ 14.20			
One coil pack (new)	BORG WARNER	E262	89	\$ 37.72			
One wire set (new)	WHITAKER	35-7006(X10)	90	\$ 32.70			
2009 Ford E350 15 Pass Van							
Key ignition switch (new)	BORG WARNER	CS1297	91	\$ 36.64			
2015 Ford F550 S/Duty 6.7L Diesel							
Key ignition switch (new)	MOTOR CRAFT	7C3Z1521990A	92	\$ 54.86			

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

GLASS AND GLASS CONTROL PARTS 007X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Front drivers side window motor (rebuilt)	A-1	82-910	93	\$ 31.20			
Windshield wiper motor (rebuilt)	A-1	40-1013	94	\$ 58.38			
Front drivers side window regulator (new)	AC DELCO	15214638	95	\$547.29			
2009 Ford E450 Bus - 6.8 10							
Windshield wiper motor (rebuilt)	A-1	40-2048	96	\$ 69.73			
One pair of windshield wiper blades (new)	TRICO	20-1	97	\$ 9.94			
2009 Ford E350 15 Pass Van							
Windshield wiper motor (rebuilt)	A-1	40-2048	98	\$ 69.73			
One pair of windshield wiper blades (new)	TRICO	20-1	99	\$ 9.94			
2015 Ford F550 S/Duty 6.7L Diesel							
Windshield wiper motor (rebuilt)	MOTORCRAFT	BC3E1750BA	100	\$ 124.64			
One pair of windshield wiper blades (new)	MOTORCRAFT	BC3E17528C	101	\$29.54			

Questions - email purchasing@galvestontx.gov

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

DRIVE SHAFT SYSTEM PARTS 024X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax						
Rear u-joint (new)	PRECISION	351	102	\$ 2.76		
2009 Ford E450 Bus - 6.8 10						
Rear u-joint (new)	PRECISION	330	103	\$ 9.35		
2009 Ford E350 15 Pass Van						
Rear u-joint (new)	PRECISION	330	104	\$ 9.35		
2015 Ford F550 S/Duty 6.7L Diesel						
Rear u-joint (new)	PRECISION	351	105	\$ 2.76		

Response Form

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

LIGHTING SYSTEM PARTS (NON EM) 034X

(+/-) % Difference from jobber listing for this category = % _____

	Brand	Part #	Line	Total	CITY USE ONLY		
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax							
Left front headlight bulb (new)	SYLVANIA	H4656	106	\$ 3.98			
2009 Ford E450 Bus - 6.8 10							
Left front headlight bulb (new)	SYLVANIA	9008	107	\$ 4.32			
2009 Ford E350 15 Pass Van							
Left front headlight bulb (new)	SYLVANIA	9008	108	\$ 4.32			
2015 Ford F550 S/Duty 6.7L Diesel							
Left front headlight bulb (new)	SYLVANIA	9008	109	\$ 4.32			

Response Form

VENDOR NAME _____

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

SHOULD THE CITY PURCHASE ITEMS THAT ARE NOT ON THIS LIST, THEY SHALL BE PRICED UTILIZING THE SAME DISCOUNTED % PRICING.

WE THE UNDERSIGNED HEREBY OFFER THE ABOVE PRODUCTS IN STRICT ACCORDANCE TO THE SPECIFICATIONS AND IN ACCORDANCE WITH GENERAL CONDITIONS OF BIDDING. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL. THIS RESPONSE BID SHALL BE CONSIDERED AS THE CONTRACT IF AWARDED. PARTS LISTED IN THESE SPECIFICATIONS ARE ONLY SAMPLES, ALL PARTS SOLD SHALL BE DISCOUNTED THE SAME.

RESPONDING COMPANY NAME
ADDRESS

AUTHORIZED SIGNATURE
POSITION / TITLE
PRINTED SIGNATURE

EQUIPMENT MASTER LIST BY CLASS

This report displays meter information for the fuel meter only.

EQUIPMENT	EQ DESCRIPTION	SERIAL NUMBER	LICENSE	EMPLOYEE	DEPT	CLASS	TYPE	METER	ACQ
								READING	DATE
CLASS: 5E1D3B - TRUCK TOW D CLASS 3 GEN SE									
I2056	2006 FORD F650-750	3FRWF75C96V319548	1327745	MOTOR POOL	ZISLAS	5E1D3B	M	8,401	12/03/2005

Distinct Count of Equipment: 1

CLASS: 822D3N - BUS METRO 10-19 PASS WHEEL CHAIR LIFT D CLASS 3 PASS SE T3

IV1401	2013 FORD E450	1FDFE4F53EDA29113	1167402	MOTOR POOL	ZISLAN	822D3N	M	69,214	01/30/2014
IV1501	2015 FORD E450	1FDFE4F55FDA19765	1252970	MOTOR POOL	ZISLAN	822D3N	M	66,696	05/05/2015
IV1502	2015 FORD E450	1FDFE4FS2FDA23059	1252969	MOTOR POOL	ZISLAN	822D3N	M	74,056	05/05/2015
IV1503	2015 FORD E450	1FDFE4FS5FDA27719	1252971	MOTOR POOL	ZISLAN	822D3N	M	65,954	05/13/2015
IV1504	2015 FORD E450	1FDFE4FS1FDA27720	1252972	MOTOR POOL	ZISLAN	822D3N	M	62,536	05/13/2015
IV602	2008 FORD E450	1FD4E45S98DB26247	1287745	MOTOR POOL	ZISLAN	822D3N	M	130,300	07/03/2008
IV603	2009 FORD E450	1FDFE45S99DA50961	1074631	MOTOR POOL	ZISLAN	822D3N	M	168,956	07/01/2009
IV604	2009 FORD E450	1FDFE45S49DA50964	1074630	MOTOR POOL	ZISLAN	822D3N	M	182,318	07/01/2009
IV605	2011 FORD E450	1FDFE4FS1BDA80024	1122942	MOTOR POOL	ZISLAN	822D3N	M	128,847	07/05/2011

Distinct Count of Equipment: 9

CLASS: 823D4N - BUS METRO 20-39 PASS WHEEL CHAIR LIFT D CLASS 4 PASS SE T11

I5279	2014 NEW FLYER XCELSIOR	5FYD8FV13EB045279	1365151	MOTOR POOL	ZISLGC	823D4N	M	91,183	11/01/2014
I5280	2014 NEW FLYER XCELSIOR	5FYD8FV1XEB045280	1188239	MOTOR POOL	ZISLGC	823D4N	M	151,566	11/01/2014
I5281	2014 NEW FLYER XCELSIOR	5FYD8FV11EB045281	1188240	MOTOR POOL	ZISLGC	823D4N	M	99,198	11/01/2014
IV1520	2015 FORD F550 S/DUTY	1FDAF5GT0FEC83314	1252973	MOTOR POOL	ZISLAN	823D4N	M	61,315	05/22/2015
IV1521	2015 FORD F550 S/DUTY	1FDAF5GT1FEC83306	1252974	MOTOR POOL	ZISLAN	823D4N	M	79,068	06/16/2015
IV1522	2015 FORD F550 S/DUTY	1FDAF5GT2FEC83315	1252975	MOTOR POOL	ZISLAN	823D4N	M	64,036	05/22/2015
IV1523	2015 FORD F550 S/DUTY	1FDAF5GT4FEC83316	1252976	MOTOR POOL	ZISLAN	823D4N	M	69,338	06/16/2015
IV1524	2015 FORD F550 S/DUTY	1FDAF5GT6FEC83317	1252977	MOTOR POOL	ZISLAN	823D4N	M	63,123	06/16/2015
IV1525	2015 FORD F550 S/DUTY	1FDAF5GT8FEC83321	1252978	MOTOR POOL	ZISLAN	823D4N	M	67,606	06/16/2015
IV705	2007 CHEVROLET GCII-5500	1GBE5V1947F423483	1253020	MOTOR POOL	ZISLAN	823D4N	M	338,083	09/11/2007
IV709	2008 CHEVROLET GCII-5500	1GBE5V1988F406171	1022104	MOTOR POOL	ZISLAN	823D4N	M	319,343	01/24/2008
IV712	2008 CHEVROLET GCII-5500	1GBE5V19X8F409928	1287747	MOTOR POOL	ZISLAN	823D4N	M	301,269	07/28/2008
IV714	2009 CHEVROLET GCII-5500	1GBE5V1989F400176	1074646	MOTOR POOL	ZISLAN	823D4N	M	310,296	07/24/2009
IV715	2012 GILLIG G27B1	15GGB2717C1179423	1126964	MOTOR POOL	ZISLAN	823D4N	M	215,490	02/08/2012
IV716	2012 GILLIG G27B1	15GGB2719C1179424	1126965	MOTOR POOL	ZISLAN	823D4N	M	193,058	02/08/2012
IV717	2012 GILLIG G27B1	15GGB2710C1179425	1126966	MOTOR POOL	ZISLAN	823D4N	M	229,826	02/11/2012
IV718	2012 GILLIG G27B1	15GGB2712C1179426	1126967	MOTOR POOL	ZISLAN	823D4N	M	200,637	02/14/2012

EQUIPMENT MASTER LIST BY CLASS

This report displays meter information for the fuel meter only.

EQUIPMENT	EQ DESCRIPTION	SERIAL NUMBER	LICENSE	EMPLOYEE	DEPT	CLASS	TYPE	METER	ACQ
								READING	DATE
CLASS: 823D4N - BUS METRO 20-39 PASS WHEEL CHAIR LIFT D CLASS 4 PASS SE T11									
IV719	2012 GILLIG G27B1-BRT	15GGB2716B1179427	1287782	MOTOR POOL	ZISLAN	823D4N	M	273,781	01/03/2012
IV720	2012 GILLIG G27B1-BRT	15GGB2716C1179428	1365220	MOTOR POOL	ZISLAN	823D4N	M	252,103	02/01/2012
IV721	2012 GILLIG G27B1-BRT	15GGB2718C1179429	1365221	MOTOR POOL	ZISLAN	823D4N	M	255,976	02/07/2012
IV722	2012 GILLIG G27B1-BRT	15GGB2714C1179430	1365219	MOTOR POOL	ZISLAN	823D4N	M	283,735	02/06/2012

Distinct Count of Equipment: 21

CLASS: 89AUZN - BUS TROLL 20-39 PASS WHEEL CHAIR LIFT U CLASS NA PASS SE

IV1701	2017 FORD VILLAGER	1F66F5DY0G0A13592	1365182	MOTOR POOL	PMSWALL	89AUZN	M	11,276	03/22/2017
IV1702	2017 FORD VILLAGER	1F66F5DY7G0A13590	1365183	MOTOR POOL	PMSWALL	89AUZN	M	8,782	03/22/2017
IV1703	2017 FORD VILLAGER	1F66F5DY9G0A13591	1365184	MOTOR POOL	PMSWALL	89AUZN	M	15,667	04/11/2017
IV1704	2017 FORD VILLAGER	1F66F5DY2G0A13593	1365186	MOTOR POOL	PMSWALL	89AUZN	M	13,437	05/30/2017

Distinct Count of Equipment: 4

CLASS: B30G1B - TRUCK PICKUP 3/4 TON G CLASS 1 GEN SE

I1110	2010 FORD F250	1FTNF2A58AEA37232	1365160	MOTOR POOL	ZISLAS	B30G1B	M	82,065	09/24/2009
I2057	2006 FORD F250	1FTNF20596EB72700	212696	MOTOR POOL	ZISLAS	B30G1B	M	70,784	01/31/2006

Distinct Count of Equipment: 2

CLASS: C4GGZN - VAN 1 TON 15 PASSENGER G NA PASS SE

I2058	2010 FORD E350 EXT	1FBSS3BLXADA07161	1074718	MOTOR POOL	ZISLAS	C4GGZN	M	95,397	10/29/2009
I2059	2010 FORD E350 EXT	1FBSS3BL8ADA07160	1074728	MOTOR POOL	ZISLAS	C4GGZN	M	85,303	11/13/2009

Distinct Count of Equipment: 2

CLASS: VS1DZN - TROLLEY RAIL PASS D NA PASS SE

I501	1988 MINER RAIL CAR	3080-2719	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	31,652	01/01/1988
I502	1988 MINER RAIL CAR	3080-2728	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	10,241	01/01/1988
I503	1988 MINER RAIL CAR	3080-2725	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	27,044	01/01/1988
I504	1988 MINER RAIL CAR	3080-2721	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	28,971	01/01/1988

Distinct Count of Equipment: 4

EQUIPMENT MASTER LIST BY CLASS

Total Distinct Count of Equipment: 43

REPORT PARAMETERS:

GROUP BY:	Class
PAGE BREAK:	No
EQUIPMENT NUMBER RANGE:	ALL EQUIPMENT
MODEL YEAR RANGE:	ALL YEARS
ECO: EQUIPMENT COMPANY RANGE RANGE:	001 to 001
DPN: EQUIPMENT DEPARTMENT RANGE:	ZISLAN to ZISLGC PMSWALL to PMSWALL
EQC: EQUIPMENT CLASS RANGE:	1 to Z
SHF: EQUIPMENT SHOP RANGE:	ALL SHOPS
STE: EQUIPMENT SITE RANGE:	ALL SITES
MAK: EQUIPMENT MAKE RANGE:	ALL MAKES
MOD: EQUIPMENT MODEL RANGE:	ALL MODELS
EBC: EQUIPMENT BILLING CODE RANGE:	ALL BILLING CODES
EMG: MONITOR GROUP RANGE:	ALL MONITOR GROUPS
STA: EQUIPMENT STATUS RANGE:	A to A
EUC: EQUIPMENT USE CODE:	ALL VALUES

CONTRACT FOR SUPPLY OF COMMODITIES

Island Transit Automotive Parts

This Contract (the "Contract") is made and entered into this _____ day of December, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe & Jack, an LLC, located at 901 N. Lenola Rd., Moorestown, New Jersey 08057. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with Automotive Parts within the City of Galveston ("City") and IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe & Jack ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Island Transit Automotive Parts

Response to Bid 17-039

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, or picked up by City, in accordance with the specifications in Exhibit A.. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and

usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 901 N. Lenola Rd., Moorestown, New Jersey 08057. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**.

13. **TERMINATION:** This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

20. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

21. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

22. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

23. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

24. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Island Transit Automotive Parts within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

25. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

26. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

27. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

28. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

29. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

IEH Auto Parts LLC dba Auto Plus Auto Parts and The
Pep Boys – Manny, Moe & Jack
901 N. Lenola Rd.
Moorestown, New Jersey 08057

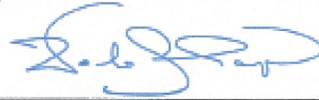
[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

IEH Auto Parts LLC dba Auto plus Auto
Parts and The Pep Boys – Manny, Moe &
Jack

By: _____
Brian Maxwell, City Manager

By: 
Wade Sharp - President Commercial

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

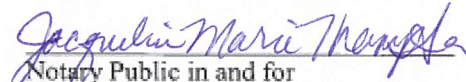
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF NEW JERSEY §
§
BURINGTON COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Wade Sharp of IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe & Jack personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of December, 2017.


Notary Public in and for
The State of New Jersey

JACQUELINE MARIE THOMPSON
NOTARY PUBLIC OF NEW JERSEY
ID # 2385748
My Commission Expires 5/16/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886		CONTACT NAME: Atlanta Certificate Request PHONE (A/C, No. Ext): 404-923-3700 FAX (A/C, No): 877-362-9069 E-MAIL ADDRESS: atlcertrequest@wellsfargo.com																						
INSURED IEH Auto Parts LLC dba Auto Plus Auto Parts 1155 Roberts Boulevard, Suite 175 Kennesaw GA 30144-3666		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Allianz Global Risks US Insurance Co.</td> <td>35300</td> </tr> <tr> <td>INSURER B:</td> <td>Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER C:</td> <td>XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allianz Global Risks US Insurance Co.	35300	INSURER B:	Safety National Casualty Corporation	15105	INSURER C:	XL Insurance America, Inc.	24554	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	XL Insurance America, Inc.	24554																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 12461769

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Broad Form Vendor Applies GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CGL2009233(IEH Auto Part)	05/31/2017	05/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAS052967 (IEH Auto Parts)	05/31/2017	05/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US00078882LI17A (IEH Auto Parts)	05/31/2017	05/31/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4052968 (IEH Auto Parts)	05/31/2017	05/31/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability, per the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Galveston
 Purchasing Division
 823 Rosenberg Street
 Room 306
 Galveston, TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Braden

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ACORD 25 (2016/03)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe & Jack
Moorestown, NJ United States

Certificate Number:
2017-286662

Date Filed:
11/22/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-219

Island Transit Automotive Parts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Icahn Enterprises L.P.	New York, NY United States	X	

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

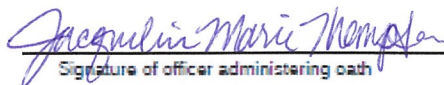
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Wade Sharp, this the 4th day of December, 20 17, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Jacqueline Marie Thompson

Printed name of officer administering oath

JACQUELINE MARIE THOMPSON
NOTARY PUBLIC OF NEW JERSEY

ID # 2385746

Notary Public of New Jersey
My Commission Expires 5/16/2019



CITY OF GALVESTON – BID # 17-039
ADDENDUM I
ISLAND TRANSIT AUTOMOTIVE PARTS

Date: 9/19/2017
To: Prospective Bidders
Subject: Addendum No. I – Island Transit Automotive Parts
Equipment Master List

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 9/18/2017. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Attached is the list of equipment referred to in the Scope of Work on page 55 of the solicitation document.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

10/11/17

Date

Brian Evanoka
Printed Name

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe & Jack
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



City of Galveston INVITATION TO BID

Bid Reference Number: 17-039

Project Title: Island Transit Heavy Duty and Light Duty
Automotive Parts

Bid Closing Date: 9:00 A.M.(CST), Thursday, October 12, 2017

Original and one (1) copy and one media source required.

No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. ITB Withdrawals and/or Amendments

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 17-039 Island Transit Parts**". The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. **Bid Evaluation and Contract Award**

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
 - i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions

shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor

in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
 - i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or

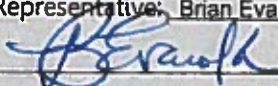
procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

- ✓ Appendix A (pages 9 through 18) must be included in the bid submittal.
- ✓ Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.
- ✓ Appendix J (pages 30 through 72) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
ITB Number:	17-039		
Project Title:	Island Transit Heavy Duty and Light Duty Automotive Parts		
Submittal Deadline:	Thursday, October 12, 2017 @ 9:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe & Jack		
Address:	901 N. Lenola Rd.		
City, State & Zip	Moorestown, NJ 08057		
Federal Employers Identification Number #	47-3322066		
Phone Number:	(856)778-1400	Fax Number:	(800)723-1377
E-Mail Address:	s498@autoplusap.com		
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>Brian Evanoka - Vice President Major Accounts</u>			
Signature of Authorized Representative: 			
Signed this <u>11th</u> (day) of <u>October</u> (month), 2017 (year)			

I learned of this Invitation to Bid by the following means:

- | | |
|--|--|
| ☐ Newspaper Advertisement | ☒ City E-mail Notification |
| ☐ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

Appendix A – Bid Document (continued)

I. **REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. **Material Safety Data Sheets (MSDS):** If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. **Guarantees and Warranties:** Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. **Project Schedule/Delivery Date:** Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. **Pricing:** Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. **Schedule of Pricing:** Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Bidder's Experience / Staff**

- A. **Project Team:** Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
- State the number of years' experience the business has: 2; and the number of employees: 21,005.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: Tarrant County, TX	
Contact Name: Tim Jones	Contact Title: Senior Buyer
Phone: (817)844-2620	Email: tjones@tarrantcounty.com
Date and Scope of Work Provided: Current - Delivery of Aftermarket Automotive Parts & Supplies	

Reference #2:

Client / Company Name: ESC 19 - Allied States Cooperative	
Contact Name: Royce Cleveland	Contact Title: Procurement Director
Phone: (915)780-5019	Email: rcleveland@esc19.net
Date and Scope of Work Provided: Current - Delivery of Aftermarket Automotive Parts & Supplies	

Reference #3:

Client / Company Name: Socorro Independent School District	
Contact Name: Debbie Mora	Contact Title: CTSBS Purchasing Agent
Phone: (915)937-0187	Email: dmora01@sisd.net
Date and Scope of Work Provided: Current - Delivery of Aftermarket Automotive Parts & Supplies	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ☒ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: Not Available.

B. Prime contractor HUB / MWBE registration number: Not Available.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # N/A - ____ - ____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION 2 %

SECOND ADDITIONAL YEAR (FY 2019) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2020) ESCALATION 2 %

FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION 2 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe, & Jack

Contract #: 17-039

Description: Island Transit Heavy and Light Duty Automotive Parts

Primary Contact (Name): Craig Tyler

Primary Contact Phone Numbers: Home: N/A Cell: (832)385-6070

Secondary Contact (Name): Ginger Hoke

Secondary Contact Phone Numbers: Home: N/A Cell: (832)282-2579

After Hours emergency opening fee, if applicable: \$ N/A

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

- A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe, & Jack

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

10/11/2017

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

I, Brian Evanoka (Person name), the undersigned representative of (Company or

Business Name) IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/11/2017
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF New Jersey §
COUNTY OF Burlington §

On this day, BEFORE ME, the undersigned, personally appeared Brian Evanoka, the Vice President Major Accounts of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of October, 2017.

[SEAL]


NOTARY PUBLIC in and for the
State of New Jersey

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

JACQUELINE MARIE THOMPSON
NOTARY PUBLIC OF NEW JERSEY
ID # 2385746
My Commission Expires 5/16/2019

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

____ I owe City property taxes that are delinquent on property located at

Brian Evanoka

Bidder's Printed or Typed Name

Bidder's Signature

10/11/2017

Date _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe, & Jack

ADDRESS 901 N. Lenola Rd. Moorestown, NJ 08057

PHONE (856)778-1400

FAX (800)723-1377

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Brian Evanoka

POSITION WITH COMPANY Vice President Major Accounts

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID 

COMPANY OFFICIAL (PRINTED NAME) Brian Evanoka

OFFICIAL POSITION Vice President Major Accounts

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Brian Evanoka
(Printed or typed Name of Signatory)


(Signature)

10/11/2017
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink, reading "Michael W. Loftin". The signature is fluid and cursive.

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued



[Company Name]

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize [Company Name] to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold [Company Name] responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until [Company Name] receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: _____
Financial Institute Address: _____
Routing Number: _____
Account Number: _____
SWIFT Code: (if applicable) _____

Signature

Company Name: _____

Authorized Signature: _____ Date: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Work

1. **Project Title: Bid 17-039 Island Transit Heavy Duty and Light Duty Automotive Parts.**

2. **Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

CITY OF GALVESTON ISLAND TRANSIT ITB #17-039 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

This project is funded, in part, using funds from the Federal Transit Administration (FTA). Based on this federal participation, the following Special Provisions will apply to the construction contract to be awarded.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Civil Rights Requirements
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of Federal Transit Administration Terms
8. Government-wide Debarment and Suspension (Nonprocurement)
9. Buy America Requirements
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Energy Conservation Requirements
15. Recycled Products
16. Americans with Disabilities Act (ADA) Accessibility

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Brian Evanoka
(printed name of signatory)


(signature and date)

10/11/2017

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Brian Evanoka

(printed name of signatory)



(signature and date)

10/11/2017

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

3. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325 49 CFR 633.17
18 CFR 18.36 (i)

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

Brian Evanoka

(printed name of signatory)



10/11/2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

4. FEDERAL CHANGES
49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Brian Evanoka
(printed name of signatory)

 10/11/2017
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

5. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Brian Evanoka
(printed name of signatory)


(signature and date)

10/11/2017

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(See attached Appendix 6.A.)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2016 is 5.23% of all procurements.**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

Names and addresses of DBE firms that will participate in this contract;

Description of the work each DBE will perform;

Dollar amount of the participation of each DBE firm participating;

Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

If the contract goal is not met, evidence of good faith efforts to do so.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

Brian Evanoka

(printed name of signatory)



10/11/2017

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

POLICY STATEMENT

Objectives/Policy Statement – Section 26.1, 26.23

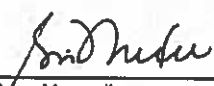
The City of Galveston ("City") has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT). The City has received federal financial assistance from the Federal Transit Administration (FTA) and, as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

It is the policy of the City to facilitate and assure that each third party participant will facilitate DBE participation by:

1. Complying with 49 CFR part 26;
2. Not discriminating on the basis of race, color, sex, or national origin;
3. Implementing the City's DBE program; and
4. Verifying DBE Certification.

Island Transit City Grants Manager, Nathan Nevelow, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the FTA.

The City has disseminated this policy statement to the City Council and all of the components of our organization. The City has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.

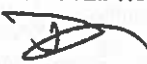


Brian Maxwell
City Manager

10/17/16

Date

APPROVED AS TO FORM:



City Attorney

APPENDIX 6.A. DISADVANTAGE BUSINESS ENTERPRISE GOOD FAITH EFFORT

Appendix A to 49 CFR Part 26

1. When, a recipient of federal funds establishes a DBE contract goal for a DOT-assisted contract, a Bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can include sufficient subcontractors and/or suppliers to meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, if Bidder does not meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. In any situation in which there is a contract goal, part 26 requires use of the good faith efforts mechanism of this part. The City of Galveston will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. In doing so City will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.
3. Award of a contract is not dependent upon meeting the exact contract goal as long as an adequate good faith efforts has been made.
4. The following is a list of types of actions which are considered as part of the Bidder's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. In negotiating with DBEs note the following:
 - i. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE

participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- ii. A Bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - e. DBEs should not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
5. In determining whether a Bidder has made good faith efforts, City may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, City may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

APPENDIX 6.A. BIDDER/CONTRACTOR DBE CERTIFICATION

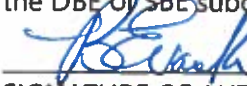
Instructions: The Bidder/Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) Approximate percent or amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating TUCP certifying agency and appear on TxDOT's TUCP web page. The DBE or SBE certification must be complete by the time the bids are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete the Subcontractor Letter of Intent, agreeing to the information listed herein. If there are no bidders or subcontractors please mark the form with N/A and sign and return with submittal. Only return Letter(s) of Intent if there are firms listed below.

RESPONDENT/ CONTRACTOR: IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe, & Jack

1) Name of Subcontractor Firm	2) Address, Telephone # Contact Person	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or nonDBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract
IEH Auto Parts LLC does not subcontract work.							

5) ETHNIC CODES: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the **LETTER OF INTENT**, as completed by the DBE or SBE subcontractor(s).


 Brian Evanoka
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

10/11/2017
 DATE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

APPENDIX 6.A. DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have current certification status and be included in the TUCP list on TxDOT's web site by the due date established for this Invitation for Bid (IFB)

1. TO: (Bidder/ Contractor): N/A
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the following price \$_____ and/or _____% of the total contract amount (should be the same as found on the **Bidder/Contractor Certification**).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form E and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

BIDDER/

DATE: _____ CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

**7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

Brian Evanoka
(printed name of signatory)

 10/11/2017
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(See Instructions & Form 8.A.)

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

Brian Evanoka

(printed name of signatory)



10/11/2017

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

8.A. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

By signing and submitting this form and this bid, the Bidder/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Bidder/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Bidder/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Bidder/Contractor shall provide immediate written notice to the Owner to which this bid is submitted if at any time the Bidder/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Bidder/Contractor agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the
6. The Bidder/Contractor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Bidder/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**8.A. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The Primary Participant (Contractor) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, *(business name)* ITB Auto Parts LLC dba Auto Plus Auto Parts and The Pop Boys - Manny, Moe, & Jack CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Brian Evanoka - Vice President Major Accounts
Name and Title of Authorized Representative


Signature of Authorized Representative

10/11/2017
Date

079864683
Duns Number

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

9. BUY AMERICA REQUIREMENTS (Form A)
49 U.S.C. 5323(j) 49 CFR Part 661

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products. PLEASE SIGN ONLY ONE OF THE FOLLOWING SECTIONS.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date 10/11/2017

Signature  Brian Evanoka

Company Name IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe, & Jack

Title Vice President Major Accounts

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

10. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Brian Evanoka

(printed name of signatory)



10/11/2017

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

11. LOBBYING (See attached Form 11.A.)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the owner. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) 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 cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, SEN Auto Parts LLC, Sen Auto Plus Auto Parts and The Pop Shop - Manay, Mass, 01904, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Brian Evanoka - Vice President Major Accounts

Name and title of Contractor's Authorized Official

10/11/2017

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

11.A. LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned, Brian Evanoka, certifies that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

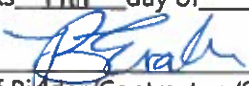
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder/Contractor/Subcontractor, City Build South LLC dba Auto Plus Auto Parts and The Pro Shop - Money, Man, & Truck, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Executed this 11th day of October 2017

By 
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Brian Evanoka
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Vice President Major Accounts
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

12. CLEAN AIR
42 U.S.C. 7401 et seq 49 CFR Part 18
40 CFR 15.61

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Brian Evanoka
(printed name of signatory)

 10/11/2017
(signature and date)

13. CLEAN WATER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Brian Evanoka
(printed name of signatory)

 10/11/2017
(signature and date)

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

14. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Brian Evanoka
(printed name of signatory)

 10/11/2017
(signature and date)

15. RECYCLED PRODUCTS

42 U.S.C. 6962

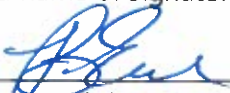
40 CFR Part 247

Executive Order 12873

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Brian Evanoka
(printed name of signatory)

 10/11/2017
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

16. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor and all of its Subcontractors shall adhere to the ADA Accessibility requirements as follows:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA)
 - c. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles

Brian Evanoka
(printed name of signatory)


(signature and date)

10/11/2017

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

4. Bid Evaluation Factors – See Page 6 Section 7B for Evaluation Factors

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	September 18, 2017
Deadline for Submittal of Written Questions	October 4, 2017 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	October 12, 2017 @ 9:00 a.m. CST
Anticipated Committee Evaluation Review Date	October 17, 2017
Anticipated Award Date	October 26, 2017

7. Scope of Services

CITY OF GALVESTON, TEXAS Island Transit

SPECIFICATIONS FOR ANNUAL HEAVY DUTY AND LIGHT DUTY AUTOMOTIVE PARTS

SCOPE:

IT IS THE INTENT OF THIS SPECIFICATION PACKAGE THAT THE CONTRACTOR FURNISHES HEAVY DUTY AND LIGHT DUTY AUTOMOTIVE PARTS THAT THE CITY OF GALVESTON REQUIRES FOR ITS VEHICLES AND EQUIPMENT FLEET DURING THE PERIOD OF THE AGREEMENT. THE CITY RESERVES THE RIGHT TO ORDER SUCH QUANTITIES OF AUTOMOTIVE PARTS AS IT REQUIRES, AND THE CITY ALSO RESERVES THE RIGHT NOT TO ORDER ANY AUTOMOTIVE PARTS NOT REQUIRED DURING THE PERIOD OF THE AGREEMENT.

GENERAL:

BID PROPOSALS, WHICH ATTEMPT TO ALTER ANY OF THE ENUMERATED PROVISIONS STATED WITHIN THIS SPECIFICATION DOCUMENTATION, MAY BE DETERMINED AS A NON-RESPONSIVE BID AND MAY BE SUBJECT TO REJECTION. THE CITY RESERVES THE RIGHT TO REJECT ANY PRICE INCREASE, AND OBTAIN A DIFFERENT SOURCE OR SOURCES TO MEET ITS REQUIREMENTS AS TO SUCH ITEM SUBJECT TO SAID PRICE INCREASE WHEN SUCH ACTION SERVES THE BEST INTEREST OF THE CITY. BIDDER AGREES THAT THE CITY'S EXERCISE OF ITS OPTION TO OBTAIN ALTERNATIVE SOURCES DOES NOT CONSTITUTE A BREACH OF CONTRACT.

THE VENDOR SHALL PROVIDE ORIGINAL EQUIPMENT PARTS AND SUPPLIES, OR AFTERMARKET ITEMS IN EQUAL OR HIGHER QUALITY. A MINIMUM OF GRADE 8 IS REQUIRED ON ALL FASTENERS. ALL HYDRAULIC COMPONENTS AND PARTS MUST MEET JIC AND SAE SPECIFICATIONS. THE CITY RESERVES THE RIGHT TO INSPECT THE QUALITY OF MATERIALS, SUPPLIES AND EQUIPMENT PROPOSED TO BE FURNISHED AND TO REJECT ANY ITEMS DEEMED NOT TO MEET ORIGINAL EQUIPMENT STANDARDS AND PERFORMANCE.

IT SHOULD BE UNDERSTOOD THAT AT TIMES, THE CITY WILL MAKE PURCHASES OF REQUIRED SPECIAL AND/OR DEALER PARTS AND/OR SUPPLIES FROM OTHER DEALERS.

ATTACHED IS A LIST OF EQUIPMENT THAT EACH BID WILL COVER. THIS LIST IS SUPPLIED SOLELY FOR BIDDING PURPOSES ONLY. IT IS AN EXAMPLE OF THE TYPES OF EQUIPMENT FOR WHICH THE CITY MIGHT NEED PARTS AND SUPPLIES ON A YEARLY BASIS.

VENDOR SHALL SET UP PRICING ON VENDOR'S COMPUTERS, SO THAT WHEN THE CITY'S ACCOUNT IS BROUGHT UP, THE BID PRICES WILL AUTOMATICALLY BE PRICED ACCORDINGLY.

ANTICIPATED VOLUMES ARE AN ESTIMATION OF YEARLY AMOUNTS THAT THE CITY EXPECTS TO ORDER, HOWEVER, THE CITY DOES NOT GUARANTEE ANY MINIMUM OR MAXIMUM AMOUNTS, AND WILL PAY ONLY FOR ITEMS ACTUALLY ORDERED AND DELIVERED.

IF BIDDER DOES NOT WISH TO BID AT THIS TIME, BUT WISHES TO REMAIN ON THE BID LIST FOR THIS COMMODITY, PLEASE SUBMIT A "NO BID" BY THE SAME TIME, AND AT THE SAME LOCATION AS STATED FOR BIDDING.

THE VENDOR SHALL SUPPLY THE ISLAND TRANSIT PARTS ROOM WITH REFERENCE BOOKS AND/OR SOFTWARE CAPABILITIES, WHICH WILL ASSIST IN LOOKING UP REQUIRED PART APPLICATIONS. THE CITY WILL SUPPLY HARDWARE SUCH AS DATA LINES AND/OR COMPUTERS.

CURRENT STOCK:

SUCCESSFUL BIDDER SHALL BE REQUIRED TO MAINTAIN A FRESH STOCK OF AUTOMOTIVE PARTS. FAILURE TO COMPLY WITH THIS SPECIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT.

ALL AUTOMOTIVE PARTS FURNISHED UNDER THESE SPECIFICATIONS SHALL BE OF CURRENT PRODUCTION AND OF THE LATEST DESIGN AND CONSTRUCTION.

THE MANUFACTURE'S NAME OR TRADEMARK AND THE PART NUMBER SHALL BE CLEARLY IMPRINTED ON EACH PART CONTAINER.

SURPLUS STOCK:

BIDDER SHALL HAVE THE RESPONSIBILITY, UPON REQUEST OF THE CITY, OF COLLECTING NON MOVING SURPLUS PARTS IN THEIR AWARDED CATEGORIES FROM THE CITY OF GALVESTON ISLAND TRANSIT AND PROVIDING AN EXCHANGE OR CREDIT FOR UPDATED STOCK PARTS. THE ISLAND TRANSIT WILL HAVE THE RESPONSIBILITY OF IDENTIFYING AND FLAGGING SURPLUS PARTS.

WARRANTY:

SUCCESSFUL BIDDER SHALL WARRANT THAT ALL ITEMS SHALL CONFORM TO THE PROPOSED SPECIFICATIONS AND/OR ALL WARRANTIES AS STATED IN THE UNIFORM COMMERCIAL CODE, AND BE FREE FROM ALL DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE.

PARTS THAT FAIL DURING THEIR WARRANTY PERIOD SHOULD BE EXCHANGED IN A TIMELY MANNER.

SUCCESSFUL BIDDER SHALL SUPPLY THE ISLAND TRANSIT WITH PARTS WARRANTY INFORMATION SO THE DATA CAN BE RECORDED INTO THEIR MAINFRAME COMPUTER FOR TRACKING.

PARTS FOUND DEFECTIVE OR NOT MEETING SPECIFICATIONS SHALL BE PICKED UP AND REPLACED BY THE SUCCESSFUL BIDDER WITHIN ONE (1) WEEK AFTER NOTIFICATION AT NO EXPENSE TO THE CITY. IF ITEM IS NOT PICKED UP WITHIN ONE (1) WEEK AFTER NOTIFICATION, THE ITEM WILL BECOME A DONATION TO THE CITY FOR DISPOSITION.

TERMINATION:

THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT WITH THE CONTRACTOR WHO FAILS TO PERFORM IN ACCORDANCE WITH THIS BID, EXCEPT WHERE PERFORMANCE IS PREVENTED BY AN ACT OF WAR, ORDER OF LEGAL AUTHORITY, ACT OF GOD OR OTHER UNAVOIDABLE CAUSES NOT ATTRIBUTABLE TO THE FAULT OR NEGLIGENCE OF THE BIDDER.

BIDDING AND AWARD:

BIDS SHALL BE SUBMITTED ON THE BID FORMS ATTACHED. THE BIDS SHOULD INCLUDE ALL STATE AND/OR FEDERAL FEES IF APPLICABLE. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO AWARD ALL OR ANY PART OF THESE REQUIREMENTS TO ANY BIDDER (S) AS THE BEST INTEREST OF THE CITY MAY REQUIRE, GIVING DUE CONSIDERATION TO PRICE DISCOUNTS OFFERED, QUALITY OF PRODUCT, ADJUSTMENT POLICY, DISTRIBUTION AND DELIVERY FACILITIES AVAILABLE.

AUDIT TESTING:

THE CITY RESERVES THE RIGHT TO PERIODICALLY AUDIT A RANDOMLY SELECTED PURCHASE TRANSACTION TO ASSURE THAT THE ITEM PURCHASE PRICE REFLECTS THE BIDDERS CORRECT DISCOUNT PERCENTAGE, AND IN ADDITION, THAT THE JOBBER LIST PRICE IS ACCURATE AND IS MARKET COMPETITIVE.

DELIVERY AND PICKUP:

DELIVERY SHALL BE REQUIRED IN SUCH QUANTITIES AND AT SUCH PERIODS AS THEY MAY BE NEEDED BY THE CITY TO THE ISLAND TRANSIT LOCATED AT 3115 MARKET STREET, GALVESTON, TEXAS AS SOON AS ORDERED IF STOCKED. THE CONTRACTOR SHALL BE REQUIRED TO HAVE IN THEIR SHELF STOCK A SUFFICIENT QUANTITY TO SUPPLY THE REASONABLE DEMANDS OF THE CITY PROMPTLY UPON REQUEST. IF UNAVAILABLE FROM STOCK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE ITEM FROM ANOTHER SOURCE. IN THE EVENT THE CONTRACTOR FAILS TO SECURE THE REQUIRED AUTOMOTIVE PARTS WITHIN TWENTY FOUR (24) HOURS, THE CITY SHALL HAVE THE OPTION TO OBTAIN THE REQUIRED ITEM (S) FROM AN INDEPENDENT SOURCE.

IF THE REQUESTED PART IS REQUIRED ASAP IN ORDER TO EXPEDITE A UNIT FOR SERVICE, AND THE VENDOR DOES NOT HAVE THE PART IN STOCK, THE CITY CAN EXERCISE THE OPTION OF PURCHASING THE PART FROM ANOTHER VENDOR WITH THE APPROVAL OF PARTS ROOM MANAGER.

IT SHALL BE UNDERSTOOD THAT CITY PERSONNEL WILL AT TIMES COME TO VENDOR LOCATION TO PURCHASE PARTS AND SUPPLIES. EVERY EFFORT WILL BE TAKEN TO EXPEDITE THEIR ORDERS. ONLY EMPLOYEES THAT ARE ON AN AUTORIZATION LIST MAY PICK UP ITEMS FROM THE VENDOR. THIS LIST WILL BE DISTRIBUTED AFTER THE CONTRACT AWARDING. THE GARAGE WILL ONLY PAY FOR ITEMS THAT ARE PICKED UP BY AUTHORIZED LISTED EMPLOYEES.

BILLING:

CONTRACTOR WILL BILL THE CITY AFTER EACH DELIVERY AND RENDER INVOICES WITH THE CITY'S PURCHASE ORDER NUMBER AND WORK ORDER NUMBER CLEARLY INDICATED. ALL ORIGINAL INVOICES MUST BE REMITTED TO THE ISLAND TRANSIT 'S ADMINISTRATION OFFICE LOCATED AT 3115 MARKET STREET, GALVESTON, TEXAS, 77550. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN DELAYED PAYMENT.

REASONING:

STATE LAW REQUIRES THE CITY OF GALVESTON TO BID ANNUAL CONTRACTS TO VENDORS THAT SUPPLY OVER \$25,000 WORTH OF MATERIALS TO THE CITY IN A ONE YEAR PERIOD.

EQUIPMENT MASTER LIST BY CLASS

This report displays meter information for the fuel meter only.

EQUIPMENT	EQ DESCRIPTION	SERIAL NUMBER	LICENSE	EMPLOYEE	DEPT	CLASS	TYPE	METER READING	ACQ DATE
CLASS: 5E1D3B - TRUCK TOW D CLASS 3 GEN SE									
I2056	2006 FORD F650-750	3FRWF75C96V319548	1327745	MOTOR POOL	ZISLAS	5E1D3B	M	8,401	12/03/2005
Distinct Count of Equipment: 1									
CLASS: 822D3N - BUS METRO 10-19 PASS WHEEL CHAIR LIFT D CLASS 3 PASS SE T3									
IV1401	2013 FORD E450	1FDFE4F53EDA29113	1167402	MOTOR POOL	ZISLAN	822D3N	M	69,214	01/30/2014
IV1501	2015 FORD E450	1FDFE4F55FDA19765	1252970	MOTOR POOL	ZISLAN	822D3N	M	66,696	05/05/2015
IV1502	2015 FORD E450	1FDFE4F52FDA23059	1252969	MOTOR POOL	ZISLAN	822D3N	M	74,056	05/05/2015
IV1503	2015 FORD E450	1FDFE4F55FDA27719	1252971	MOTOR POOL	ZISLAN	822D3N	M	65,954	05/13/2015
IV1504	2015 FORD E450	1FDFE4F51FDA27720	1252972	MOTOR POOL	ZISLAN	822D3N	M	62,536	05/13/2015
IV602	2008 FORD E450	1FDA4E45S98DB26247	1287745	MOTOR POOL	ZISLAN	822D3N	M	130,300	07/03/2008
IV603	2009 FORD E450	1FDFE45S99DA50961	1074631	MOTOR POOL	ZISLAN	822D3N	M	168,956	07/01/2009
IV604	2009 FORD E450	1FDFE45S49DA50964	1074630	MOTOR POOL	ZISLAN	822D3N	M	182,318	07/01/2009
IV605	2011 FORD E450	1FDFE4F51BDA80024	1122942	MOTOR POOL	ZISLAN	822D3N	M	128,847	07/05/2011
Distinct Count of Equipment: 9									
CLASS: 823D4N - BUS METRO 20-39 PASS WHEEL CHAIR LIFT D CLASS 4 PASS SE T11									
I5279	2014 NEW FLYER XCELSIOR	5FYD8FV13EB045279	1365151	MOTOR POOL	ZISLGC	823D4N	M	91,183	11/01/2014
I5280	2014 NEW FLYER XCELSIOR	5FYD8FV1XEB045280	1188239	MOTOR POOL	ZISLGC	823D4N	M	151,566	11/01/2014
I5281	2014 NEW FLYER XCELSIOR	5FYD8FV11EB045281	1188240	MOTOR POOL	ZISLGC	823D4N	M	99,198	11/01/2014
IV1520	2015 FORD F550 S/DUTY	1FDAF5GT0FEC83314	1252973	MOTOR POOL	ZISLAN	823D4N	M	61,315	05/22/2015
IV1521	2015 FORD F550 S/DUTY	1FDAF5GT1FEC83306	1252974	MOTOR POOL	ZISLAN	823D4N	M	79,068	06/16/2015
IV1522	2015 FORD F550 S/DUTY	1FDAF5GT2FEC83315	1252975	MOTOR POOL	ZISLAN	823D4N	M	64,036	05/22/2015
IV1523	2015 FORD F550 S/DUTY	1FDAF5GT4FEC83316	1252976	MOTOR POOL	ZISLAN	823D4N	M	69,338	06/16/2015
IV1524	2015 FORD F550 S/DUTY	1FDAF5GT6FEC83317	1252977	MOTOR POOL	ZISLAN	823D4N	M	63,123	06/16/2015
IV1525	2015 FORD F550 S/DUTY	1FDAF5GT8FEC83321	1252978	MOTOR POOL	ZISLAN	823D4N	M	67,606	06/16/2015
IV705	2007 CHEVROLET GCII-5500	1GBE5V1947F423483	1253020	MOTOR POOL	ZISLAN	823D4N	M	338,083	09/11/2007
IV709	2008 CHEVROLET GCII-5500	1GBE5V1988F406171	1022104	MOTOR POOL	ZISLAN	823D4N	M	319,343	01/24/2008
IV712	2008 CHEVROLET GCII-5500	1GBE5V19X8F409928	1287747	MOTOR POOL	ZISLAN	823D4N	M	301,269	07/28/2008
IV714	2009 CHEVROLET GCII-5500	1GBE5V1989F400176	1074646	MOTOR POOL	ZISLAN	823D4N	M	310,296	07/24/2009
IV715	2012 GILLIG G27B1	15GGB2717C1179423	1126964	MOTOR POOL	ZISLAN	823D4N	M	215,490	02/08/2012
IV716	2012 GILLIG G27B1	15GGB2719C1179424	1126965	MOTOR POOL	ZISLAN	823D4N	M	193,058	02/08/2012
IV717	2012 GILLIG G27B1	15GGB2710C1179425	1126966	MOTOR POOL	ZISLAN	823D4N	M	229,826	02/11/2012
IV718	2012 GILLIG G27B1	15GGB2712C1179426	1126967	MOTOR POOL	ZISLAN	823D4N	M	200,637	02/14/2012

EQUIPMENT	EQ DESCRIPTION	SERIAL NUMBER	LICENSE	EMPLOYEE	DEPT	CLASS	TYPE	READING	ACQ DATE
CLASS: 823D4N - BUS METRO 20-39 PASS WHEEL CHAIR LIFT D CLASS 4 PASS SE T11									
IV719	2012 GILLIG G27B1-BRT	15GG82716B1179427	1287782	MOTOR POOL	ZISLAN	823D4N	M	273,781	01/03/2012
IV720	2012 GILLIG G27B1-BRT	15GG82716C1179428	1365220	MOTOR POOL	ZISLAN	823D4N	M	252,103	02/01/2012
IV721	2012 GILLIG G27B1-BRT	15GG82718C1179429	1365221	MOTOR POOL	ZISLAN	823D4N	M	255,976	02/07/2012
IV722	2012 GILLIG G27B1-BRT	15GG82714C1179430	1365219	MOTOR POOL	ZISLAN	823D4N	M	283,735	02/06/2012
Distinct Count of Equipment: 21									
CLASS: 89AUZN - BUS TROLL 20-39 PASS WHEEL CHAIR LIFT U CLASS NA PASS SE									
IV1701	2017 FORD VILLAGER	1F66F5DY0G0A13592	1365182	MOTOR POOL	PMSWALL	89AUZN	M	11,276	03/22/2017
IV1702	2017 FORD VILLAGER	1F66F5DY7G0A13590	1365183	MOTOR POOL	PMSWALL	89AUZN	M	8,782	03/22/2017
IV1703	2017 FORD VILLAGER	1F66F5DY9G0A13591	1365184	MOTOR POOL	PMSWALL	89AUZN	M	15,667	04/11/2017
IV1704	2017 FORD VILLAGER	1F66F5DY2G0A13593	1365186	MOTOR POOL	PMSWALL	89AUZN	M	13,437	05/30/2017
Distinct Count of Equipment: 4									
CLASS: B30G1B - TRUCK PICKUP 3/4 TON G CLASS 1 GEN SE									
I1110	2010 FORD F250	1FTNF2A5BAEA37232	1365160	MOTOR POOL	ZISLAS	B30G1B	M	82,065	09/24/2009
I2057	2006 FORD F250	1FTNF2059EBE72700	212696	MOTOR POOL	ZISLAS	B30G1B	M	70,784	01/31/2006
Distinct Count of Equipment: 2									
CLASS: C4GGZN - VAN 1 TON 15 PASSENGER G NA PASS SE									
I2058	2010 FORD E350 EXT	1FBSS3BLXADA07161	1074718	MOTOR POOL	ZISLAS	C4GGZN	M	95,397	10/29/2009
I2059	2010 FORD E350 EXT	1FBSS3BL8ADA07160	1074728	MOTOR POOL	ZISLAS	C4GGZN	M	85,303	11/13/2009
Distinct Count of Equipment: 2									
CLASS: VS1DZN - TROLLEY RAIL PASS D NA PASS SE									
I501	1988 MINER RAIL CAR	3080-2719	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	31,652	01/01/1988
I502	1988 MINER RAIL CAR	3080-2728	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	10,241	01/01/1988
I503	1988 MINER RAIL CAR	3080-2725	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	27,044	01/01/1988
I504	1988 MINER RAIL CAR	3080-2721	RAIL	MOTOR POOL	ZISLAN	VS1DZN	H	28,971	01/01/1988
Distinct Count of Equipment: 4									

EQUIPMENT MASTER LIST BY CLASS

Total Distinct Count of Equipment: 43

REPORT PARAMETERS:

GROUP BY: Class
PAGE BREAK: No
EQUIPMENT NUMBER RANGE: ALL EQUIPMENT
MODEL YEAR RANGE: ALL YEARS
ECO: EQUIPMENT COMPANY RANGE RANGE: 001 to 001
DPN: EQUIPMENT DEPARTMENT RANGE: ZISLAN to ZISLGC
EQC: EQUIPMENT CLASS RANGE: PMSWALL to PMSWALL
SHP: EQUIPMENT SHOP RANGE: 1 to Z
STE: EQUIPMENT SITE RANGE: ALL SHOPS
MAK: EQUIPMENT MAKE RANGE: ALL SITES
MOD: EQUIPMENT MODEL RANGE: ALL MAKES
EBC: EQUIPMENT BILLING CODE RANGE: ALL MODELS
EMG: MONITOR GROUP RANGE: ALL BILLING CODES
STA: EQUIPMENT STATUS RANGE: ALL MONITOR GROUPS
EUC: EQUIPMENT USE CODE: A to A
ALL VALUES

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

HEATING-AIR CONDITIONING SYSTEM PARTS 001X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
A/C compressor (rebuild)	UAC	C020145C	1	\$129.60	
A/C condenser (new)	AC DELCO	15-63391	2	\$136.50	
A/C evaporator (new)	AC DELCO	15-63377	3	\$169.70	
Heater core (new)	SPECTRA	93052	4	\$25.91	
Fan motor (new)	FOUR SEASONS	75788	5	\$45.84	
2009 Ford E450 Bus - 6.8 10					
A/C compressor (rebuild)	FOUR SEASONS	67198	7	\$200.56	
A/C condenser (new)	SPECTRA	7-3753	8	\$156.10	
A/C evaporator (new)	FOUR SEASONS	54273	9	\$44.06	
Heater core (new)	MOTORCRAFT	HC36	10	\$83.63	
Fan motor (new)	FOUR SEASONS	76949	11	\$47.77	
2009 Ford E350 15 Pass Van					
A/C compressor (rebuild)	FOUR SEASONS	57167	12	\$95.15	
A/C condenser (new)	SPECTRA	7-4883	13	\$65.03	
A/C evaporator (new)	FOUR SEASONS	54184	14	\$39.30	
Heater core (new)	SPECTRA	99300	15	\$30.10	
Fan motor (new)	FOUR SEASONS	35016	16	\$31.11	
2015 Ford F550 S/Duty 6.7L Diesel					
A/C compressor (rebuild)	MOTORCRAFT	YCC257	17	\$290.59	
A/C condenser (new)	SPECTRA	7-3937	18	\$127.60	
A/C evaporator (new)	FORD	BC3Z19860G	19	\$220.57	
Heater core (new)	MOTORCRAFT	HC63	20	\$57.92	
Fan motor (new)	MOTORCRAFT	MM1128	21	\$101.49	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

BRAKE SYSTEM PARTS 013X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Front rotors (pair) (new)	RAYBESTOS	580415	22	\$116.72	
Pair of front brake shoes (HP) (new)	BENDIX	MKD1010	23	\$88.54	
Master cylinder (new)	A-1	10-8041	24	\$71.51	
Pair of front calipers (rebuilt)	AC DELCO	172-2278	25	\$307.87	
Rear emergency brake shoes (pair) (new)	AUTO EXTRA	AXS847	26	\$41.25	
2009 Ford E450 Bus - 6.8 10					
Front rotors (pair) (new)	AUTO EXTRA	AX54121	27	\$56.89	
Pair of front brake shoes (HP) (new)	BENDIX STOP	SMD1328	28	\$18.15	
2009 Ford E350 15 Pass Van					
Pair of front rotors or drums (new)	AUTO EXTRA	AX54121	29	\$56.89	
Pair of front brake shoes (HP) (new)	BENDIX STOP	SMD1328	30	\$18.15	
2015 Ford F550 S/Duty 6.7L Diesel					
Pair of front drums (new)	AUTO EXTRA	AX54128	31	\$47.21	
Pair of front brake shoes (HP) (new)	BENDIX	MKD1066	32	\$35.15	
Right rear slack adjuster (new)	DORMAN	HW7303	33	\$8.94	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

SUSPENSION SYSTEM PARTS 016X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Rear pair of shock absorbers (HD) (new)	MONROE	65173	34	\$42.71	
Upper control arm (drivers side) (new)	MOOG	K200044	35	\$6.97	
All front ball joints (upper-lower- both sides) (new)	MOOG	MK6693	36	\$4.95	
2009 Ford E450 Bus - 6.8 10					
Rear pair of shock absorbers (HD) (new)	MONROE	34685	37	\$25.91	
Upper control arm (drivers side) (new)	MOOG	MK80028	38	\$13.30	
2009 Ford E350 15 Pass Van					
One pair of HD front shocks (new)	MONROE	34684	39	\$25.91	
2015 Ford F550 S/Duty 6.7L Diesel					
One pair of HD front shocks (new)	MOTORCRAFT	ASH24498	40	\$26.14	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

CHARGING SYSTEM PARTS 031X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax Alternator (Police) (rebuild)	GM	19118691	41	\$504.11		
2009 Ford E450 Bus - 6.8 10 Alternator (rebuild)	PSB	11274	42	\$95.23		
2009 Ford E350 15 Pass Van Alternator (rebuild)	PSB	11274	43	\$95.23		
2015 Ford F550 S/Duty 6.7L Diesel Alternator (rebuild)	MOTORCRAFT	GL994	44	\$231.22		

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

CRANKING SYSTEM PARTS 032X

(+) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Starter (rebuild)	AC DELCO	336-1737A	45	\$121.17	
Fly wheel (new)	GM	97372295	46	\$436.50	
2009 Ford E450 Bus - 6.8 10					
Starter (rebuild)	PSB	3221	47	\$39.32	
Fly wheel (new)	ATP	Z346	48	\$31.79	
2009 Ford E350 15 Pass Van					
Starter (rebuild)	PSB	6646	49	\$57.08	
Fly wheel (new)	AMS	167752	50	\$59.02	
2015 Ford F550 S/Duty 6.7L Diesel					
Starter (rebuild)	PSB	6696	51	\$139.28	
Fly wheel (new)	FORD	CC3S6375A	52	\$55.09	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

ENGINE FUEL SYSTEM PARTS 044X

(+) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Fuel pump (new)	AIRTEX	E3546	53	\$29.87	
One fuel injector (new)	AC DELCO	217-2912	54	\$356.09	
2009 Ford E450 Bus - 6.8 10					
Fuel pump (new)	SPECTRA	SP1199	55	\$73.43	
One fuel injector (new)	STANDARD	FJ952	56	\$51.00	
2009 Ford E350 15 Pass Van					
Fuel pump (new)	SPECTRA	SP1199	57	\$73.43	
One fuel injector (new)	STANDARD	FJ952	58	\$51.00	
2015 Ford F550 S/Duty 6.7L Diesel					
Fuel pump (new)	MOTORCRAFT	PFB103	59	\$185.22	
One fuel injector (new)	MOTORCRAFT	CM5097	60	\$25.61	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - M&M, More, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

ENGINE COOLING SYSTEM PARTS 042X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY	
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax						
Radiator (new)	CRY	2400327C4	61	\$431.18		
Water pump (new)	GATES	43273	62	\$98.04		
2009 Ford E450 Bus - 6.8 10						
Radiator (new)	SPECTRA	CU1995	63	\$120.38		
Water pump (new)	GATES	942079	64	\$48.03		
2009 Ford E350 15 Pass Van						
Radiator (new)	SPECTRA	CU1995	65	\$120.38		
Water pump (new)	GATES	942079	66	\$48.03		
2015 Ford F550 S/Duty 6.7L Diesel						
Radiator (new)	CSF	103743CS	67	\$430.10		
Water pump (new)	GATES	42574	68	\$33.87		

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

WHEELS AND BEARING SYSTEM PARTS 018X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Front bearings (one set) (new)	ABS	JM207049A/AS	69	\$34.08	
Rear bearings (one set) (new)	ABS	3982/33287	70	\$22.56	
Rear axle gaskets (one set) (new)	ABS	2081	71	\$1.80	
2009 Ford E450 Bus - 6.8 10					
Front bearings (one set) (new)	ABS	A47/15101	72	\$14.48	
Rear bearings (one set) (new)	ABS	LM104949/387AS	73	\$16.55	
Rear axle gaskets (one set) (new)	FELPRO	55328	74	\$1.73	
2009 Ford E350 15 Pass Van					
Front bearings (one set) (new)	ABS	A47/15101	75	\$14.48	
Rear bearings (one set) (new)	ABS	LM104949/387AS	76	\$16.55	
Rear axle gaskets (one set) (new)	FELPRO	55328	77	\$1.73	
2015 Ford F550 S/Duty 6.7L Diesel					
Front bearings (one set) (new)	MOTORCRAFT	HUB214	78	\$199.73	
Rear bearings (one set) (new)	MOTORCRAFT	HUB125	79	\$192.87	
Rear axle gaskets (one set) (new)	FORD	F81Z1001BA	80	\$6.73	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

STEERING SYSTEM PARTS 015X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Steering pump (rebuild)	A-1	21-4042	81	\$224.03	
2009 Ford E450 Bus - 6.8 10					
Steering pump (rebuild)	A-1	20-370	82	\$25.34	
2009 Ford E350 15 Pass Van					
Steering pump (rebuild)	A-1	20-370	83	\$25.34	
2015 Ford F550 S/Duty 6.7L Diesel					
Steering pump (rebuild)	MOTORCRAFT	STP273	84	\$163.55	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

IGNITION SYSTEM PARTS 033X

(+) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
One set of spark plugs (new)	AC DELCO	61G	85	\$16.30	
One coil pack (new)	STANDARD	FD479T	86	\$1.95	
One wire set (new)	STANDARD	6890	87	\$2.95	
2009 Ford E450 Bus - 6.8 10					
One set of spark plugs (new)	MOTORCRAFT	SP521	88	\$4.35	
One coil pack (new)	STANDARD	FD503T	89	\$16.68	
One wire set (new)	STANDARD	SPP39	90	\$3.13	
2009 Ford E350 15 Pass Van					
Key ignition switch (new)	STANDARD	US322L	91	\$33.31	
2015 Ford F550 S/Duty 6.7L Diesel					
Key ignition switch (new)	MOTORCRAFT	SW6991	92	\$53.19	

Response Form

VENDOR NAME

EH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

GLASS AND GLASS CONTROL PARTS 007X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Front drivers side window motor (rebuild)	A-1	42-1001	93	\$63.49	
Windshield wiper motor (rebuild)	A-1	40-1013	94	\$53.03	
Front drivers side window regulator (new)	A-1	40-19	95	\$1.90	
2009 Ford E450 Bus - 6.8 10					
Windshield wiper motor (rebuild)	A-1	40-2013	96	\$34.70	
One pair of windshield wiper blades (new)	PYLON	3120	97	\$1.98	
2009 Ford E350 15 Pass Van					
Windshield wiper motor (rebuild)	A-1	40-2013	98	\$34.70	
One pair of windshield wiper blades (new)	PYLON	3120	99	\$1.98	
2015 Ford F550 S/Duty 6.7L Diesel					
Windshield wiper motor (rebuild)	MOTORCRAFT	WM783	100	\$104.50	
One pair of windshield wiper blades (new)	PYLON	3122	101	\$2.54	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Maamy, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

DRIVE SHAFT SYSTEM PARTS 024X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Rear u-joint (new)	PRECISION	330	102	\$10.32	
2009 Ford E450 Bus - 6.8 10					
Rear u-joint (new)	PRECISION	330	103	\$10.32	
2009 Ford E350 15 Pass Van					
Rear u-joint (new)	PRECISION	330	104	\$10.32	
2015 Ford F550 S/Duty 6.7L Diesel					
Rear u-joint (new)	PRECISION	351	105	\$20.72	

Response Form

VENDOR NAME

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys - Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"

LIGHTING SYSTEM PARTS (NON EM) 034X

(+/-) % Difference from jobber listing for this category = % -27

	Brand	Part #	Line	Total	CITY USE ONLY
2007 Chevrolet GCII-5500 Bus - 6.6 Duramax					
Left front headlight bulb (new)	GE	H6054	108	\$6.49	
2009 Ford E450 Bus - 6.8 10					
Left front headlight bulb (new)	GE	H6054	107	\$6.49	
2009 Ford E350 15 Pass Van					
Left front headlight bulb (new)	GE	H6054	108	\$6.49	
2015 Ford F550 S/Duty 6.7L Diesel					
Left front headlight bulb (new)	GE	H13/BP	109	\$8.39	

Response Form

VENDOR NAME
IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe, & Jack

Parts Sampling

If you are unable to supply an item, note it in the "Total" column with a "CNS"
SHOULD THE CITY PURCHASE ITEMS THAT ARE NOT ON THIS LIST, THEY SHALL BE PRICED UTILIZING THE SAME DISCOUNTED % PRICING.

WE THE UNDERSIGNED HEREBY OFFER THE ABOVE PRODUCTS IN STRICT ACCORDANCE TO THE SPECIFICATIONS AND IN ACCORDANCE WITH GENERAL CONDITIONS OF BIDDING. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL. THIS RESPONSE BID SHALL BE CONSIDERED AS THE CONTRACT IF AWARDED. PARTS LISTED IN THESE SPECIFICATIONS ARE ONLY SAMPLES, ALL PARTS SOLD SHALL BE DISCOUNTED THE SAME.

RESPONDING COMPANY NAME
ADDRESS

IEH Auto Parts LLC dba Auto Plus Auto Parts and The Pep Boys – Manny, Moe, & Jack
901 N. Lenola Rd. Moorestown, NJ 08057

AUTHORIZED SIGNATURE
POSITION / TITLE
PRINTED SIGNATURE


Vice President Major Accounts
Brian Evanoka



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

November 15, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Richard Boyle, Chief of Police

RE: Consider for approval the renewal of the Police Department's annual L-3 Communications/Mobile-Vision in-car audio and visual recording system maintenance contract for the period from October 1, 2017 to September 30, 2018 for a total price of \$ 20,213.00 to be paid from the Police Department's Service Support Maintenance Contracts fund.

I. Background

- A. The Galveston Police Department Operations Bureau's patrol vehicles are equipped with L-3 Communications/Mobile-Vision in-car audio & visual recording systems.
- B. L-3 Communications/Mobile –Vision Inc. is the sole source proprietary provider of the software & maintenance contract.

II. Current Situation

Whether to approve the purchase of the annual in-car audio & visual recording system maintenance contract from L-3 Communications/Mobile-Vision Inc.'s for a total price of \$20,213.00

III. Issues

- 1. The Police Department's current annual maintenance contract expired on September 30, 2017.

IV. Alternatives in order of priority

- A. City Council approves the purchase of the annual maintenance contract.
 - 1. Cost - \$20,213.00
 - 2. Timing – As soon as feasible.
 - 3. Impact or ramifications – The renewal of the maintenance contract will ensure that the Police Department's in-car audio & visual recording systems will continue to be maintained, provided with technical support & updated with software upgrades as they are released.





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

B. City Council does not approve the purchase of the annual maintenance agreement.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Impact or ramifications – The Police Department will not be able to maintain its in-car audio & visual recording system or be provided with technical support and software upgrades.

V. Recommendation

Concur in Alternative A and approve the purchase of the listed maintenance agreement.

VI. Fiscal Impact Report

Requested by:

Richard Boyle
Chief of Police

Funding Source:

0100 - 211415 - 531240 - 421000
Police Support Services Maintenance Contracts

Cost of implementation:

Total \$20,213.00

Additional Information:

Funding for the purchase of this item was approved in the 2017-18 fiscal year budget. Approval will help reduce unit repair costs and assist with continuing services.

Respectfully Submitted,

 11-16-17

Richard Boyle
Chief of Police

Approved,

Brian Maxwell
City Manager





communications

Mobile-Vision, Inc.
400 Commons Way, Suite F
Rockaway, NJ 07866
Tel: (800) 336-8475 Fax: (973) 257-3024
www.L-3com.com/mv

November 15, 2017

Galveston Police Department
601 54th Street
Suite 200
Galveston, TX 77551

RE: Sole Source Letter

The L-3 Mobile-Vision, Inc. V-One All-In-One Computer, Flashback2, Flashback3 and FlashbackHD DVR, along with CycleVision, BodyVision and Interview Room products and all associated spare parts and accessories are designed and manufactured exclusively by or for L-3 Mobile-Vision, Inc. and are not available from another source. In addition, all Extended Warranty Services, repair and warranty claims are managed exclusively by L-3 Mobile-Vision. Any work performed by non-authorized personnel will void all warranties and claims.

The Digital Evidence Series™ of digital evidence management solutions and PatrolScout AVL/video streaming equipment and software is a series of software and workstation/server products designed specifically, and only, by L-3 Mobile-Vision, Inc. to support its Flashback2, Flashback3 and FlashbackHD digital in-car video solution. For L-3 to maintain the equipment (servers and RAID, etc.), they will need to be purchased through L-3 Mobile Vision directly.

The series includes versions of the Digital Evidence Pro™, and Digital Evidence Viewer™ that are configured with various levels of software and hardware that accommodate an agency based on fleet size and/or evidence volume. Digital Evidence Pro modules enable the following exclusive, sole source capabilities:

- Intelligent Wireless Transfer™ leveraging multi-channel usage for high-speed transfers
- Automated Intelligent Volume Management™
- Case Management Features
- We use a highly secure Linux based platform, greatly reducing the chances of viruses and hacking.
- We can integrate in-car video systems, body worn cameras and interview rooms into a single back end solution.

Please call me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Powers'.

John Powers
Vice President of Sales and Marketing
L-3 Communications Mobile-Vision, Inc.



CITY OF GALVESTON Sole Source Justification

Vendor: L3 Mobile Vision Vendor # 130318 Requisition #: _____

Product/Service: Extended maintenance agreement for Police in-car recording system

Estimated expenditure for the above commodity or service: \$ 20,213.00

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

L3 is the only maintenance agreement provider for the FlashBack DVR recording system currently in use in our police units.

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

L3 is the sole maintenance agreement provider for the FlashBack DVR recording system currently in use.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

L3 is the sole warranty provider for the FlashBack DVR recording system in our police units.

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☒ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)
2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)
3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
4. ☐ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☐ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)
6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

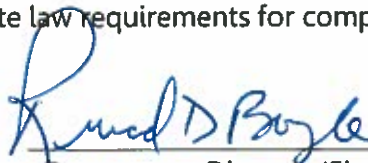
The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Richard Boyle

Department Director (Print Name)

Police

Department



Department Director (Signature)

Nov. 15, 2017

Date

(FOR PURCHASING DEPARTMENT USE ONLY)

____ APPROVED

____ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: _____

DATE: _____



Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167248
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 17251
GALVESTON, TX 77552-7251

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Galveston, TX 77551

ShipTo Phone: (409) 797-3790

ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O. EMA QUOTE	Ship VIA UPS GROUND	F.O.B. BOONTON, NJ	Terms Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount
(EMA) FOR YOUR MOBILE-VISION SOFTWARE SOLUTION				
/ MVD-EMA-SWR	EACH	1.00	3,152.00	3,152.00
EMA - Software Only				
ECCN No:	HS Tariff No:	Software Only MVD-SWR-DEP80 - CPE COVERAGE DATES: 10/ 1/ 17 - 9/30/ 18		

Please note: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 3,152.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 3,152.00

ie technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commer



Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167249
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790
ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O.		Ship VIA	F.O.B.	Terms
EMA QUOTE		UPS GROUND	BOONTON, NJ	Net 30 Days
Item Number	Unit	Ordered	Unit Price	Amount

(EMA)	EXTENDED MAINTENANCE AGREEMENT			
FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS				
/ EMA STD YR 4	EACH	10.00	475.00	4,750.00

Sales EMA Standard Yr 4

ECCN No:

HS Tariff No:

SN FB034857,58,59,60,FB034892,93,94, FB034889,90 & 91

COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18

NOTE: This is the last year an EMA can be offered on the above mentioned serial numbers

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.

Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 4,750.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 4,750.00

Technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce.



Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167250
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790
ShipTo Fax: (409) 797-3791

BillTo Phone: (409) 797-3560

Page: 1

Customer P.O. EMA QUOTE	Ship VIA UPS GROUND	F.O.B. BOONTON, NJ	Terms Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount

(EMA) EXTENDED MAINTENANCE AGREEMENT
FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS

MVD-FB-EMA-1Y	EACH	6.00	299.00	1,794.00
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Flashback3, In-Car Video System, EMA YR3

ECCN No: HS Tariff No:
SN FBE305768,72,73,74,75 & FBE303372
COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 1,794.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 1,794.00

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Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167251
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790

ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O. EMA QUOTE	Ship VIA UPS GROUND	F.O.B. BOONTON, NJ	Terms Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount

(EMA) EXTENDED MAINTENANCE AGREEMENT
FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS

MVD-FB-EMA-1Y	EACH	5.00	299.00	1,495.00
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Flashback3, In-Car Video System, EMA YR4

ECCN No: SN FBE301677,78,79,80 & 81 HS Tariff No:

COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18

NOTE: This is the last year an EMA can be offered on the above mentioned serial numbers

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 1,495.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 1,495.00

Technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce



Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167252
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790
ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O. EMA QUOTE	Ship VIA UPS GROUND	F.O.B. BOONTON, NJ	Terms Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount
(EMA) EXTENDED MAINTENANCE AGREEMENT FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS				
MVD-FB-EMA-1Y	EACH	6.00	299.00	1,794.00
Flashback3, In-Car Video System, 1 Year Warranty EMA YR2				
ECCN No: HS Tariff No:				
SN FBE308565,66,67,68,69 & 70				
COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18				

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.

Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 1,794.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 1,794.00

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Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167253
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790
ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O. EMA QUOTE	Ship VIA UPS GROUND	F.O.B. BOONTON, NJ	Terms Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount
(EMA) EXTENDED MAINTENANCE AGREEMENT FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS & INTERVIEW ROOM SYSTEMS				
MVD-FB-EMA-1Y	EACH	7.00	299.00	2,093.00
Flashback3, In-Car Video System, 1 Year Warranty EMA YR2				
ECCN No: SN FBE309258,59,60,61,62,63 & 64 HS Tariff No:				
COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18				
MVD-FB-EMA-1Y	EACH	1.00	299.00	299.00
Flashback3, Interview Room System, 1 Year Warranty EMA YR2				
ECCN No: SN FBE309281 HS Tariff No:				
COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18				
MVD-FB-EMA-1Y	EACH	2.00	299.00	598.00
FlashbackHD, Interview Room System, 1 Year Warranty EMA YR2				
ECCN No: SN FBH402192 & 93 HS Tariff No:				
COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18				

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.

Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 2,990.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 2,990.00

Technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce.



Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167254
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790

ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O.	Ship VIA	F.O.B.	Terms	
EMA QUOTE	UPS GROUND	BOONTON, NJ	Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount
(EMA)				
EXTENDED MAINTENANCE AGREEMENT FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS				
MVD-FB-EMA-1Y	EACH	1.00	299.00	299.00
Flashback3, In-Car Video System, 1 Year Warranty EMA YR2				
ECCN No:	SN FBE309913	HS Tariff No:		
COVERAGE DATES: 10/1/17 - 9/30/18				

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 299.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 299.00

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Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167255
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790

ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O.	Ship VIA	F.O.B.	Terms	
EMA QUOTE	UPS GROUND	BOONTON, NJ	Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount

(EMA) EXTENDED MAINTENANCE AGREEMENT
FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS

MVD-FB-EMA-1Y	EACH	1.00	299.00	299.00
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Flashback3, In-Car Video System, 1 Year Warranty EMA YR1

ECCN No: SN FBE311206 HS Tariff No:

COVERAGE DATES: 10/1/17 - 9/30/18

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 299.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 299.00

Technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce.



Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167256
QUOTATION DATE: 9/28/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:

City of Galveston
Accts. Payable Dept.
P.O. Box 779
Galveston, TX 77553

Ship To:

Galveston Police Department
601 54th Street
Suite 200
Attn Lt Torres
GALVESTON, TX 77552

ShipTo Phone: (409) 797-3790

ShipTo Fax: (409) 797-3791

Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O.	Ship VIA	F.O.B.	Terms	
EMA QUOTE	UPS GROUND	BOONTON, NJ	Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount

(EMA) EXTENDED MAINTENANCE AGREEMENT
FOR YOUR MOBILE-VISION IN-CAR VIDEO SYSTEMS

MVD-FB-EMA-1Y	EACH	10.00	299.00	2,990.00
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Flashback3, In-Car Video System, 1 Year Warranty EMA YR1

ECCN No: SN FBE311534,35,36,37,38,39,40,41,42 & 43
HS Tariff No:
COVERAGE DATES: 10/ 1/ 17 - 9/ 30/ 18

NOTE: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 2,990.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 2,990.00

ie technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commer



Mobile-Vision, Inc.

400 Commons Way Ste F
Rockaway NJ 07866
Phone: (800) 336-8475
Fax: (973) 257-3024

Quote

QUOTATION NUMBER: 0167318
QUOTATION DATE: 9/29/2017

SALESPERSON: ZLC
CUSTOMER NUMBER TXGALV2

Sold To:
City of Galveston
Accts. Payable Dept.
P.O. Box 17251
GALVESTON, TX 77552-7251

Ship To:
Galveston Police Department
601 54th Street
Suite 200
Galveston, TX 77551

ShipTo Phone: (409) 797-3790
ShipTo Fax: (409) 797-3791
Bill-To Phone: (409) 797-3560

Page: 1

Customer P.O. EMA QUOTE	Ship VIA UPS GROUND	F.O.B. BOONTON, NJ	Terms Net 30 Days	
Item Number	Unit	Ordered	Unit Price	Amount
(EMA) FOR YOUR BRAVO PRIM4201D1YR	EACH	1.00	650.00	650.00
Extended Warranty, Bravo 4201 Disc Publisher - One additional year including				
ECCN No:		HS Tariff No:		
SN 2170300668 EMA YR1				
COVERAGE DATES: 4/8/ 18 - 4/ 7/ 19				

Please note: All customers are required to have a valid EMA contract to receive technical support.

Signing below is in lieu of a formal P.O.
Your signature will authorize acceptance of both pricing and product:

Sign: _____ Date: _____

**** QUOTATION IS VALID FOR 60 DAYS ****

Subtotal: 650.00

Shipping and Handling: 0.00

Sales Tax: 0.00

Order Total: 650.00

Technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce.



Galveston Police Department

OFFICE OF THE CHIEF

601 54th Street | Galveston, TX | 77551

Chief Richard Boyle | 409-765-3790 | www.galvestontx.gov/police

December 5, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for approval, the execution of a one (1) year contract with the option of Four (4) one year renewals with Fernandez Investment Group, DBA Cop Stop, for purchase of Police Department Uniforms and Duty Gear.

I. Background

- A. The Galveston Police department's current contract for uniforms expires in March of 2018. The current contract does not include duty gear.
- B. Specifications were created and a RFP was completed for new uniforms including duty gear. The RFP closing date was 10-18-2017, RFP 17-030.
- C. Cop Stop was the only responding vendor to RFP-17-30.

II. Current Situation

- A. The Police Department currently has a contract for Uniforms that is about to expire that does not include duty gear.

III. Issues

- 1. Cost – Up to \$110,000.00 per year for next year with option for four (4) one year renewals.
- 2. Timing – As soon as possible.
- 3. Departmental Improvements – New and Replacement uniforms and duty gear ensuring uniformity of Departmental Uniforms.





Galveston Police Department

OFFICE OF THE CHIEF

601 54th Street | Galveston, TX | 77551

Chief Richard Boyle | 409-765-3790 | www.galvestontx.gov/police

IV. Alternatives in order of priority

- A. Execute one (1) year contract with COP STOP and allow of up to \$110,000.00 annual spending on uniforms for next year with the option of four (4) one year extensions. COP STOP was the only vendor to respond to the RFP and has already proven to provide excellent service. COP STOP is located less than 45 miles away from the police station.

V. Recommendation

Concur in Alternative A and execute contract with COPSTOP allowing up to \$110,000.00 annual spending on police uniforms and duty gear for the next year with four (4) one year options.

VI. Fiscal Impact Report

Requested by	Galveston Police Department Chief Richard Boyle
Funding Source	Account # 1810-211424-522013-421000 (quartermaster) Account # 0100-211415-522013-421000 (service support clothing)
Cost	Up to \$110,000.00 for next year with four (4) one year renewal options.

Respectfully Submitted,

Richard Boyle
Chief of Police

Approved,

Brian Maxwell
City Manager



CONTRACT FOR SUPPLY OF COMMODITIES

Police Department Uniforms

This Contract (the "Contract") is made and entered into this _____ day of December, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Fernandez Investment Group dba Cop Stop, Inc., a corporation, located at 6831 Broadway Street, Suite F, Pearland, Texas 77581. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with Police Department Uniforms within the City of Galveston ("City") and Fernandez Investment Group dba Cop Stop, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

POLICE DEPARTMENT UNIFORMS

Response to RFP 17-30

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract term shall be one (1) year upon execution of the contract by the City of Galveston. Upon completion of the term of the original contract, and upon mutual agreement of both parties, the original contract may be renewed for four (4) additional one (1) year periods.
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, and if necessary installed, by Company at the request of City within fourteen calendar days of receipt of City issued purchase order. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 6831 Broadway Street, Suite F, Pearland, Texas 77581. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an “**occurrence basis**”.

13. **TERMINATION**: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

16. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

20. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

21. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

22. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

23. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Police Department Uniforms within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

24. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

25. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

26. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

27. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

28. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Fernandez Investment Group dba Cop Stop, Inc.
6831 Broadway Street, Suite F
Pearland, Texas 77581

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Fernandez Investment Group dba Cop Stop, Inc.

By: _____
Brian Maxwell, City Manager

By: _____
Rick Fernandez, Principal

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

Mehran Jadidi
Assistant City Attorney

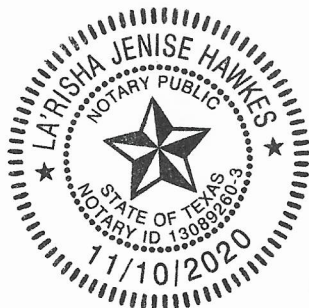
BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Brazoria COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Ricardo Fernandez of
Fernandez Investment Group dba Cop Stop, Inc., personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument
and acknowledged to me that she executed the same in her capacity, and that by her signature on the
instrument, the individual, or the person upon behalf of which the individual acted executed the
instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of Dec., 2017.

Notary Public in and for
The State of Texas





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VERN INSURANCE GROUP 3311 Broadway Pearland, TX 77581		CONTACT NAME PHONE (A/C No Ext) (281) 922-1616 FAX (A/C No) (281) 481-2010 E-MAIL mvernjr@verninsurancegroup.com ADDRESS	
INSURED Fernandez Investment Group, Inc dba Cop Stop 6831 Broadway Suite F Pearland, TX 77581		INSURER(S) AFFORDING COVERAGE INSURER A Catlin Speciality Insurance Company NAIC# 15989 INSURER B INSURER C INSURER D INSURER E INSURER F	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$500 Ded per claim GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y	N	4202801519	09/04/2017	09/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	A COMMERCIAL PROPERTY	N	N	4202801519	09/04/2017	09/04/2018	BPP-LOC #1 \$750,000 BPP-LOC #2 \$250,000 DEDUCTIBLE \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

Re: Lease Number #46118
Location #1 Bldg 1&2-6831 Broadway, Suite F & E, Pearland, TX 77581; Location #2 6831 Broadway, Suite Q & R, Pearland, TX 77581
Special, RC, 80% Coins
Certificate Holder is named as Additional Insured/Loss Payee per form CG 2028 (07/04)

CERTIFICATE HOLDER Geneva Capital, LLC and its assigns 522 Broadway Street Suite 4 Alexandria, MN 56308	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fernandez Investment Group DBA Cop Stop
Pearland, TX United States

Certificate Number:
2017-289505

Date Filed:
12/01/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston Police Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

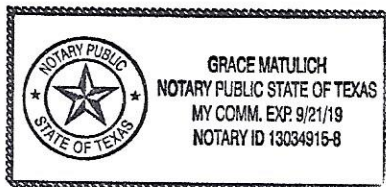
RFP 17-30
Police Uniforms

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fernandez Investment Group DBA Cop Stop	Pearland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Natalie Fernandez
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Natalie Fernandez, this the 1st day of December, 2017, to certify which, witness my hand and seal of office.

Grace Matulich
Signature of officer administering oath

Grace Matulich
Printed name of officer administering oath

Notary Public State of Texas
Title of officer administering oath



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 17-30

Project Title: Police Uniforms

Proposal Closing Date: 2:00 P.M.(CST), Wednesday, October 18, 2017

Original and three (3) copies and one media source required.
No Proposals submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Division at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Request for Proposal

1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Division. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Division, Room 306, PO Box 779, Galveston, Texas 77553

Physical Address: City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. **RFP Withdrawals and/or Amendments**

- A. **RFP Withdrawal:** The City reserves the right to withdraw this RFP for any reason.
- B. **RFP Amendments:** The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Division of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. **Proposal Submittal Requirements**

- A. **Submittal Packet – How to submit:** All Proposals must be submitted in person or by mail at the addresses in Section 2, above. No Proposals will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive. Proposals shall be sealed and marked clearly with the Proposal number, Proposal name,

closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.

- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark the Proposals "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked "Non-responsive". Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division purchasing@galvestontx.gov. The subject line must read "**Proposal 17-30 Police Uniforms**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall

be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix J – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective proposer who is allegedly involved with the solicitation or award of a proposal may submit a protest to the decision. The protest must

be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

- i. All protest lodged by potential or actual contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
- i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful Proposer violates any of the provisions of these specifications; or
 - iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

- v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
- i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

X Appendix A (pages 9 through 18) must be included in the Proposal submittal.

X Appendix B – G (pages 20 through 25) all forms must be complete and included in the submittal.

X Appendix J (pages 29 through 93) must be included in the Proposal submittal.

All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.			
RFP Number:	17-30		
Project Title:	Police Uniforms		
Submittal Deadline:	October 18, 2017 @ 2:00 p.m. CST		
Submit in person: City of Galveston Purchasing Division., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division., PO Box 799, Galveston, Texas 77553			
<u>Proposer Information:</u>			
Proposer's Legal Name:	Fernandez Investment Group DBA Cop Stop		
Address:	6831 Broadway St STE F		
City, State & Zip	Pearland, TX 77581		
Federal Employers Identification Number #	71-0948839		
Phone Number:	281-412-7358	Fax Number:	1-844-270-1464
E-Mail Address:	info.copstop@gmail.com		
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: <u>Rick Fernandez</u>			
Signature of Authorized Representative: <u><i>Rick Fernandez</i></u>			
Signed this <u>16th</u> (day) of <u>October</u> (month), <u>2017</u> (year)			

I learned of this Request for Proposal by the following means:

☐ Newspaper Advertisement

☒ City E-mail Notification

☐ Galveston Website

☐ Cold Call to City

☐ Mailed Me a Copy

☐ Other

Appendix A – Proposal Document (continued)

I. ***REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2019) ESCALATION _2_ %

SECOND ADDITIONAL YEAR (FY 2020) ESCALATION..... _2_ %

THIRD ADDITIONAL YEAR (FY 2021) ESCALATION _2_ %

FOURTH ADDITIONAL YEAR (FY 2022) ESCALATION _2_ %

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 14; and the number of employees: 16.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: Harris County Sheriff's Office	
Contact Name: Kathryn Martin	Contact Title: Deputy/Contract Administrator
Phone: 281-536-2645	Email: Kathryn.Martin@sheriff.hctx.net
Date and Scope of Services Provided: Body Armor Contract for Since 2016	

Reference #2:

Client / Company Name: Pearland Police Department	
Contact Name: Chad Randall	Contact Title: Assistant Chief
Phone: 281-997-4100	Email: crandall@pearlandtx.gov
Date and Scope of Services Provided: Uniform, Armor, and Gear Contract Since 2013	

Reference #3:

Client / Company Name: Port of Houston Fire Department	
Contact Name: Chris Boostrom	Contact Title: Sr. Captain
Phone: (512) 468-9561	Email: cboostrom@poha.com
Date and Scope of Services Provided: Uniform Contract Since 2014	

Reference #4:

Client / Company Name: UTMB - Galveston Police Department	
Contact Name: Joel Rivera	Contact Title: SGT
Phone: 409.772.2691	Email: jrivera@utmb.edu
Date and Scope of Services Provided: Uniforms for Officer and PSO Since 2015	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: 1710948839900.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____-_____-_____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Fernandez Investment Group DBA Cop Stop

Contract #: 17-30

Description: Police Uniforms

Primary Contact (Name): Kaena Sayers

Primary Contact Phone Numbers: Home: 281-412-7358 Cell: 832-322-1218

Secondary Contact (Name): Rick Fernandez

Secondary Contact Phone Numbers: Home: 281-412-7358 Cell: _____

After Hours emergency opening fee, if applicable: \$ Case by Case

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. **Delivery of Products and/or Services**

- A. **Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. **Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. **Late Delivery or Performance:** If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. **FOB (delivery charges):** All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions

of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- C. Bond Requirements: If applicable, per the Scope of Services (Appendix J, Section 3. Special Conditions), prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**Date
Received

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

N/A

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Rick Fernandez

Signature of person doing business with the governmental entity

10/16/2017

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix C - House Bill 89 Verification

I, Natalie Fernandez (Person name), the undersigned representative of (Company or Business Name) Fernandez Investment Group Inc dba Cop Stop (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- "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
- "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/10/17
DATE

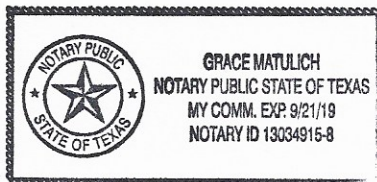
Natalie Fernandez
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Brazoria §

On this day, BEFORE ME, the undersigned, personally appeared Natalie Fernandez the Representative of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of October, 2017.

[SEAL]



Grace Matulich
NOTARY PUBLIC in and for the
State of TEXAS

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Proposer's Printed or Typed Name

Rick Fernandez

Proposer's Signature

Rick Fernandez

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

☒ I am not related by blood or marriage to any official or employee of the
City of Galveston

☐ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

☐ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Fernandez Investment Group DBA Cop Stop

ADDRESS 6831 Broadway St STE F

Pearland, TX 77581

PHONE 281-412-7358

FAX 1-844-270-1464

PROPOSER (SIGNATURE) *Rick Fernandez*

PROPOSER (PRINTED NAME) Rick Fernandez

POSITION WITH COMPANY President/CEO

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

Rick Fernandez

COMPANY OFFICIAL
(PRINTED NAME) Rick Fernandez

OFFICIAL POSITION President/CEO

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Rick Fernandez

(Printed or typed Name of Signatory)

Rick Fernandez

(Signature)

10/16/2017

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

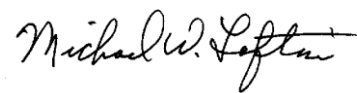
accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,



Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Signature

Company Name: _____

Authorized Signature: _____ Date: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Services

1. Project Title: RFP 17-29 Armored Vehicle Service.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

No bonding is required for this solicitation.

4. Proposal Evaluation Factors

Emphasis	Factor
40%	Cost of goods
15%	Reputation of offeror and references
30%	Quality of products offered
20%	Delivery and demonstrated capability to meet deadlines for delivery
15%	Past performance with similar size entity and/or requirements
10%	Proximity of the offeror to the City

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Proposal Release Date	September 20, 2017
Pre-Proposal Conference	October 4, 2017 @ 10:00 a.m. CST
Deadline for Submittal of Written Questions	October 9, 2017 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	October 18, 2017 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	October 26, 2017
Anticipated Award Date	November 2017

7. Scope of Services - Police Department Uniforms and Duty Gear

SECTION I – GENERAL SPECIFICATIONS

INTENTION OF SPECIFICATIONS

The City of Galveston is accepting proposals from vendors for the purchase of uniforms for the Police Department in full accordance with the specifications, terms and conditions contained in this proposal. This proposal consists of various uniform clothing type items.

The Police Department currently employs 160 employees, who are supplied uniforms.

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be issued as an addendum and posted to the City of Galveston website.

CONTRACT TERM

Contract term shall be one (1) year upon execution of the contract by the City of Galveston. Upon completion of the term of the original contract, and upon the mutual agreement of both parties, the original contract may be renewed for four (4) additional one (1) year periods.

REQUIREMENTS

Contractor shall maintain a staffed office for the processing of specific job related information during normal working hours, 8:00 A.M. to 5:00 P.M., and five (5) days a week. An answering service shall be provided by the Contractor to answer all calls placed after normal working hours seven (7) days per week.

Offeror shall include the following information to describe the experience and capability of the company:

Number of years in operation, description of operations and size of firm.

Kind of company, i.e., corporation, partnership or sole proprietor. If corporation, please list names and addresses of the three (3) top corporate officers. If partnership, list names of partners.

References from at least three (3) businesses with whom your company has completed similar type work within the last year, do not include the City of Galveston as a reference.

All materials shall be provided at the Contractor's expense, unless otherwise stated within specifications.

All invoices shall include an authorized purchase order number. No invoice will be paid without an authorized purchase order number.

City may, at any time, request a meeting to discuss performance, service, etc.

Contractor shall not subcontract any tasks associated with this contract without prior written consent of the City.

The offeror shall have a typical retail “store front” open to the general public within a 45 mile radius of 601 54th Street, Galveston, TX 77551.

The offeror shall make available a delivery option of completed orders. Delivery shall be at City of Galveston Police Department 601 54th Street, Galveston, TX 77551, during regular business hours 8:00 AM to 4:00 PM Monday – Friday, excluding city holidays. There shall be no extra charge for the delivery option. NO EXCEPTIONS.

Offeror shall describe online ordering capabilities.

USAGE REPORTS

Awarded vendor may be requested to provide a complete and accurate usage history report for all products/services furnished hereunder. At a minimum, report will include the following:

Purchase Order Number

Invoice Number

Clothing style number/order number, description, size

Purchase price

User name

This report should also include any information on substitute/replacement items and shall be noted as such.

INTERLOCAL PARTICIPATION

The City may, from time to time, enter into Inter-local Cooperative Purchasing Agreements with other governmental entities (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this proposal. Such acquisition(s) shall be at the prices stated herein, and shall be subject to offeror's acceptance.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

City will not be liable or responsible for any obligations, including but not limited to payment, and for any item ordered by an entity other than city.

EVALUATION CRITERIA

The City shall consider the following factors for evaluation, not necessarily in this order:

Cost of goods – 40%

Reputation of offeror and references – 15%

Quality of the products offered – 30%

Delivery and demonstrated capability to meet deadlines for deliveries – 20%

Past performance with a similar size entity and/or similar requirements – 15%

Proximity of the offeror to the City as it relates to the ability to perform the contract requirements – 10%

PROPOSAL ACCEPTANCE

The City of Galveston reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By proposing, the offeror acknowledges and will adhere to all proposal specifications as stated within this proposal packet.

ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of Galveston.

NEW MERCHANDISE

All garments furnished as a result of this proposal must be new. The City will neither purchase nor accepts proposals or shipments of goods classified as seconds, irregulars or any other designation other than new. Only first quality garments will be considered for award.

STOCK SIZES AND GARMENTS

It is the intention of the City to contract for the purchase of a manufacturer's stock garments provided in standard sizes. The definition of a stock size for this contract will be those sizes that are cataloged and priced by the manufacturer as readily available with delivery from stock. The City will agree to pay a normal industry standard additional charge for oversize garments. Generally, oversize garments would be considered as men's shirts 18-1/2 and above and men's trousers 44 and above.

ADDITIONAL ITEMS/UPGRADES

The City may require additional items of similar nature not specifically listed in the contract or wish to purchase an item upgraded from that proposed by the contractor. In such event, the contractor shall provide the City with a price for the new or upgraded item based upon a procedure or formula, which is the same or very similar to that used in establishing the prices as contained in the contractor's proposal. If the price offered is not acceptable to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to procure the new or upgraded items from other vendors or to cancel the contract upon giving thirty (15) days written notice to the contractor.

GUARANTEE OF CONTINUITY AND AVAILABILITY OF GARMENTS

Unless a given fabric is discontinued by the mill, all garments are specified by the contractor in his proposal shall be available to the City during the life of the contract. All production including fabric, color shade, trimmings and construction shall equal or exceed the standards set forth in these specifications and must match the style, color and quality of the initial order as accepted by the specifications and will not be changed without prior approval of the City.

COLOR

City of Galveston Police Department uniform is navy. Fabric color of shirts must match trousers and vice versa.

ORDERING

During the contract term, orders will be placed on an as needed, as required basis. Contractor agrees to fill any quantity ordered by the City, with no minimum order requirements. Please note that it is the intent of the City to consolidate needs into a single order whenever possible/feasible for the Police Department.

DELIVERY

The City of Galveston Police Department requires all stock uniform orders to be delivered no later than 14 calendar days after receipt of purchase order. Failure to meet this delivery schedule may result in termination of the contract (exceptions may be made as referenced in section 15.0 above for items considered non-stock on the basis of sizing, as communicated by awarded vendor with anticipated delivery time to PD Quartermaster at time of order).

NAME BRANDS

Specifications reference name brands and model numbers. It is not the intent of the City of Galveston to restrict proposing in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal construction and performance, with the burden of proof of such equivalence resting with offerors. The City of Galveston shall act as sole judge in determining equality and acceptability of products offered.

Offerors desiring to propose a substitute item should make a request no later than one week prior to proposal opening for a product equivalence. Requests should be submitted in writing to Purchasing, at purchasing@galvestontx.gov.

APPROVED EQUALS

Specifications regarding the materials and construction of the uniform articles described herein have been written in the best interests of the City of Galveston Police Department. This is to ensure that both quality and workmanship in all uniforms supplied by offerors will be consistent. However, an offeror may offer another uniform article for consideration as "equal" only if, prior to the proposal opening, approval of said alternate is approved by the City of Galveston. **Requests for approved equals should be made in writing to the Purchasing Division at purchasing@galvestontx.gov, by October 4, 2017 at 2:00 pm.** Offerors requesting to submit a pre-approved equal item may be required to provide the following, to include but not be limited to, performance specifications of garment, samples of garment, etc. If an offeror fails to name a substitute, he will be required to furnish the proposal items as identified in specifications and/or proposal sheet.

SUBSTITUTION OF MATERIAL

The City of Galveston will permit substitution of fabric in the event of a mill strike, disaster, and act of God or other circumstance that causes disablement of the mill. In this event, prior written authority will be obtained from the City of Galveston, it being agreed that the City shall be the sole judge of the proposed substitution being comparable.

REJECTIONS

Any article that fails to meet specifications as material, workmanship or proper fit is subject to rejection and can be cause for termination of contract. Special attention will be paid to uniform garments in regard to neatness and straightness of seams and stitching. Any garment that contains broken, crooked, or loose stitching will not be acceptable. Any item that fails to meet specifications will be returned to the supplier at their expense.

MEASUREMENTS AND FIT

An authorized official representative of the company shall visit the location where uniforms shall be required, to gain a precise uniform measurement of each individual employee. The City and the successful offeror, for the accomplishment of this task, shall prearrange a set time frame for measurements. When garments are ordered for specific persons named in the order, the supplier

shall be responsible to ensure that rack size garments provided are appropriately sized to correctly fit the individual, but shall not be considered as made to measure or custom tailored. Made to measure or custom tailoring required will be specified at time of order and offerors must state any extra charges for this service at time of proposal.

Newly hired employees shall be fitted for uniforms on an as needed basis. Delivery of uniforms for newly hired employees shall be made within a fourteen (14) day period. In the event uniforms are not delivered within the time stated, the City reserves the right to cancel the order and purchase uniforms from another source.

Contractor shall attach all Department patches on the uniform shirts. **The City of Galveston Police Department emblem shall be sewn on both shoulders. A Badge Reinforcement should be sewn onto the left chest of every shirt. All emblems, embellishments, and alterations are sewn using thread to match garment. The pants should also be hemmed at no additional cost to the City.**

Both male and female employees shall be measured and fitted as required. All clothing shall be guaranteed to properly fit. The successful offeror on all garments shall assume the following:

Full responsibility for material, workmanship and uniformity of the product as well as the correct fitting of each garment; and in the event of error, the vendor shall immediately replace any or all garments at no cost to the City of Galveston.

Full responsibility for:

Measurement, sizing and properly fitting uniforms to personnel.

Uniformity of color.

Quality of materials.

Tailoring, alterations and other specifications herein at no additional cost

Proper attachment of all patches and insignia provide by the Police Department.

Each employee's garments shall be packaged in a "set" which shall consist of: one shirt (long or short sleeve) and one pair of pants. Packaging shall include the employee's name.

Proposal prices shall be per unit with an extended total. Should a conflict arise between the unit price and the total, the unit price will govern.

All mathematical calculations will be verified. If discrepancies are found the City's calculation shall be considered accurate.

There are two (2) sections in this proposal, male and female uniforms. If only proposing one section you must propose everything in that section to be considered for the award. For a single vendor to receive the award they must propose everything.

ESTIMATED PURCHASES

Quantities indicated are estimated. No warranty is given or implied as to the actual items and/or dollar amount that will be purchased during the term of any resulting contract.

SECTION II – TECHNICAL SPECIFICATIONS

Flying Cross Men's Short Sleeve Shirt

Style: It is the intent of this department to procure the provision of Flying Cross tailored shirt, or a shirt of equal quality and workmanship (please note requirements stated herein for vendor request for approved-equal determination of substituted products).

Shirts will be cut on a formfitting line, and the shape of the pockets and general style will conform to that of the specified brand-name standard garment.

Shirts to have permanent, sewn-in military stitches.

Tailoring: It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

All sewing shall be with Dacron core thread to match shirt fabric.

The collar is to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

Fabric: Fabric to be 100% texturized polyester, 5.0–5.5 oz/square yard tropical weave with mechanical stretch. To insure permanent moisture control and superior breathability, fabric must be treated at fiber level with Nano moisture wicking technology. Fabric is soil resistance, easy care and wrinkle resistance, with excellent color matching and color retention.

Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.

Collar: Convertible collar shall be one piece and to measure 31/4" long at points and 15/8" wide at back.

The collar is to be constructed of two plies of basic material and one ply of D331 top fuse lining. Collar stays shall be of good quality Stalar vinyl, 23/4" in length and 3/8" wide and be attached to the bottom collar. There shall be one horizontal buttonhole.

The collar and inner yoke to be lined with matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58. The collar lining shall be banana shaped.

Sleeves: To be straight and whole with 1" hem. These shall be graded in length so as to finish from the shoulder seam as follows:

Size	Finished Length
14 & 14 ½	9 ½"
15, 15 ½, & 16	10"
16 ½ & above	10 – 12"

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front: The front shall have a facing 3" in width extending from neckline to the bottom of shirt provided by a turn under of material. The left front shall also have a lined box pleat 1-1/2" wide finished, running full

length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six vertical buttonholes placed 3/4" from edge. First at neck, second 2-1/2" down, balance 3-1/2" apart.

Back: There is to be yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

Pockets: To have two breast pockets with mitered corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/4" box stitching top and bottom to prevent spreading.

Flaps: To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/4" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

Flap Closure: The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

Interlining: Flaps to be EZ crease. Top center to be lined with QST interlining.

Labels: label to be sewn in yoke, with size label sewn next to it. Care and content label to be sewn in bottom hem.

Button: All buttons shall be made from high impact melamine and must match fabric.

Pressing and Packing: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts to be bulk packed.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions

Size:	<u>14</u>	<u>14.5</u>	<u>15</u>	<u>15.5</u>	<u>16</u>	<u>16.5</u>	<u>17</u>	<u>17.5</u>	<u>18</u>	<u>18.5</u>
Chest:	39	41	43	45	47	49	51	53	55	57
Waist:	35	37	39	41	43	45	47	50	53	55
Bk Length:	32-1/8	32-1/4	32-3/8	32-5/8	32-3/4	33	33-1/2	34-1/2	34-5/8	35-1/2

Note: Navy shirt to be made to accommodate removable metal buttons throughout.

Flying Cross Men's Long Sleeve Shirt

Style: It is the intention of the Galveston Police Department to secure a tailored shirt equal in quality of workmanship and style to the Flying Cross brand or approved equal only.

Shirts will be cut on a formfitting line and the shape of the pockets and general style will conform to this sample.

Shirts to have permanent, sewn-in military stitches.

Tailoring: It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

All sewing shall be with Dacron core thread to match shirt fabric.

The collar and cuffs are to be single stitched $\frac{1}{4}$ " from edge. The pockets and flaps shall be single stitched on the edge.

Fabric: Fabric to be 100% texturized polyester, 5.0-5.5 oz/square yard tropical weave with mechanical stretch. To insure permanent moisture control and superior breathability, fabric must be treated at fiber level with Nano moisture wicking technology. Fabric is soil resistant, easy care and wrinkle resistant with excellent color matching and color retention.

Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.

Collar: The shape and style of both leaf and stand shall conform to the TT89 collar. The points, medium spread are to be approximately 3" in length. The back of the stand is to measure 1-1/2".

The leaf shall be made of three pieces, two pieces of self cloth and one whole lining, which is to be fused to the top collar.

Collar stays shall be of good quality Stalar vinyl, 1-1/2" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal button hole.

Innerstand and inner yoke to be made of matching 65% Dacron Polyester/35% Cotton, 4.2 oz/square yard, 106 X 58.

Sleeves: To be straight and whole. The cuffs are to be 27/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff.

The sleeve opening shall measure 47/8" from top of cuff. The top facing for this opening is to be 11/4" wide and the bottom facing to finish about 2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front: The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart.

The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to

bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Back: There is to be yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

Pockets: To have two breast pockets with mitered corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 11/4" box stitching top and bottom to prevent spreading.

Flaps: To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/4" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

Flap Closure: The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

Interlining: Flaps to be EZ crease. Top center to be lined with QST interlining. Bands and cuffs to be 37 Durapress.

Labels: TexTrop woven label to be sewn in yoke, with size label sewn next to it. Care and content label to be sewn in bottom hem.

Button: All buttons shall be made from high impact melamine and must match fabric.

Pressing and Packing: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts to be bulkpacked.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions

<u>Size:</u>	<u>14</u>	<u>14.5</u>	<u>15</u>	<u>15.5</u>	<u>16</u>	<u>16.5</u>	<u>17</u>	<u>17.5</u>	<u>18</u>	<u>18.5</u>
Chest:	39	41	43	45	47	49	51	53	55	57
Waist:	35	37	39	41	43	45	47	50	53	55
Bk Length:	32-1/8	32-1/4	32-3/8	32-5/8	32-3/4	33	33-1/2	34-1/2	34-5/8	35-1/2

Note: Navy shirt to be made to accommodate removable metal buttons on shoulder straps, pocket flaps and cuffs.

Flying Cross Men's Long Sleeve Shirt Marine Blue

Style: It is the intention of the Galveston Police Department to secure a tailored shirt equal in quality of workmanship and style to the Flying Cross brand or approved equal only.

Shirts will be cut on a formfitting line and the shape of the pockets and general style will conform to this sample.

Shirts to have permanent, sewn-in military stitches.

Tailoring: It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

All sewing shall be with Dacron core thread to match shirt fabric.

The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

Fabric: 65 % Dacron Polyester/ 35% Combed Cotton

Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.

Collar: The shape and style of both leaf and stand shall conform to the TT89 collar. The points, medium spread are to be approximately 3" in length. The back of the stand is to measure 1-1/2".

The leaf shall be made of three pieces, two pieces of self cloth and one whole lining, which is to be fused to the top collar.

Collar stays shall be of good quality Stalar vinyl, 1-1/2" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal button hole.

Innerstand and inner yoke to be made of matching 65% Dacron Polyester/35% Cotton, 4.2 oz/square yard, 106 X 58.

Sleeves: To be straight and whole. The cuffs are to be 27/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff.

The sleeve opening shall measure 47/8" from top of cuff. The top facing for this opening is to be 11/4" wide and the bottom facing to finish about 2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so

as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front: The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Back: There is to be yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

Pockets: To have two breast pockets with mitered corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 11/4" box stitching top and bottom to prevent spreading.

Flaps: To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/4" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

Flap Closure: The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

Interlining: Flaps to be EZ crease. Top center to be lined with QST interlining. Bands and cuffs to be 37 Durapress.

Labels: woven label to be sewn in yoke, with size label sewn next to it. Care and content label to be sewn in bottom hem.

Button: All buttons shall be made from high impact melamine and must match fabric.

Pressing and Packing: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts to be bulkpacked.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions

Size:	<u>14</u>	<u>14.5</u>	<u>15</u>	<u>15.5</u>	<u>16</u>	<u>16.5</u>	<u>17</u>	<u>17.5</u>	<u>18</u>	<u>18.5</u>
Chest:	39	41	43	45	47	49	51	53	55	57
Waist:	35	37	39	41	43	45	47	50	53	55
Bk Length:	32-1/8	32-1/4	32-3/8	32-5/8	32-3/4	33	33-1/2	34-1/2	34-5/8	35-1/2

Note: Marine Blue shirt to be made to accommodate removable metal buttons on shoulder straps, pocket flaps and cuffs.

Flying Cross Men's Uniform Trouser

Fabric: To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric is to be 11.512 oz. per linear yard, gabardine weave with mechanical stretch, 100% texturized polyester with Moisture Wicking technology. Color: Dark Navy.

Style: Shall be made on a uniform pattern, having a plain front with quarter top front pockets, Duty Fit waistband, 7/8" belt loops and two back pockets. Flying Cross brand, or pre-approved equal only.

Pockets: The front pocket opening will be a minimum 6½" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1¼" wide. The back pockets will have a minimum opening of 5½" and be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. Pockets on both legs shall be stitched, turned and restricted with zipper opens.

Pocketing: All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48, weight is 4.3oz/sq. yd.

Waistband: The waistband shall be the Duty Fit waistband, which provides an exact fit by stretching to the wearer's exact size. The inside waistband shall be made with charcoal wrapped woven elastine and have two tracks of 1/8" wide silicone for shirt retention. It measures 2½" and is attached with a rocap machine. Woven elastic banrol stiffener measuring 1" shall be sewn into the entire waistband to provide additional support.

The waistband is to be constructed using the closed method and shall measure 2" wide when finished. The waistband closure shall be accomplished with a double crush proof hook and eye, bartacked for stability. The hooks and eyes shall be reinforced with stays made of a nonwoven fabric that are anchored by the topstitching for the fly facing and curtain. This topstitching must be to the top of the waistband. The waistband must have a crack stitch for added strength. No alternative waistband will be acceptable. Inner Fly/Crotch: The right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a nonwoven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam and end 1" onto the backseam. A separate french fly made of the outer fabric shall be sewn to the inside right fly.

There shall be a triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch shall be secured with two rows of stitching. One row is to be on the inside of the trouser, then turned and an additional row to be sewn on the outside of trouser.

Zipper: The trousers shall be closed with a brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through from the outside of the garment to

the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

Belt Loops: There should be a minimum of 5 lined belt loops on waist sizes 28, 29, 30, and a minimum of 7 lined loops on all sizes over 30. Each loop is to be ¾" wide of double thickness, with stitching on the face side ¾" from each edge. Except for the back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. Belt loops shall accommodate a 1½" belt.

Creasing: The front and back crease in the trouser legs must incorporate a permanent modified silicone crease produce by the Creaset™ System.

Seaming: The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.

Labels: The trouser shall have a sewn-in label giving care instructions and an outside waistband label which shall be marked with lot number, size, fiber content, and cut number. A permanent size label shall be sewn inside on the hip pocket.

Finishing & Pressing: All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a Jetclip attached to the top fly of the finished trouser.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions:

Size/Waist	28	29	30	31	32	33	34	35	36	37	38	40	42	44	46	48	50	52
Seat	37.75	38.6	39.5	40.4	41.25	42.13	43	43.9	44.75	45.6	46.5	48.3	50.2	52	53.9	55.8	57.69	59.6
Rise	9.8	10	10.13	10.25	10.4	10.5	10.6	10.75	10.8	11	11.13	11.4	11.6	11.8	12.13	12.4	12.6	12.9
Thigh	24.4	24.8	25.25	25.68	26.13	26.56	27	27.4	27.9	28.3	28.75	29.6	30.5	31.4	32.25	33	33.75	34.5
Knee	18.5	18.75	19	19.25	19.5	19.75	20	20.25	20.5	20.75	21	21.5	22	22.5	23	23.5	24	24.5

Flying Cross Ladies Short Sleeve Shirt

Style: It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Flying Cross brand or preapproved equal only. Shirts will be cut in the Ladies Choice pattern with expanded chest, waist and hip dimensions for a more flattering fit.

Tailoring: It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

All sewing shall be with Dacron core thread to match shirt fabric. The collar is to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

Fabric: Fabric to be 100% texturized polyester, 5.0–5.5 oz. /square yard tropical weave with mechanical stretch. To insure permanent moisture control and superior breathability, fabric must be treated at fiber level with Nano moisture wicking technology. Fabric is soil resistance, easy care and wrinkle resistance, with excellent color matching and color retention.

Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.

Collar: Convertible collar shall be one piece and to measure 3-1/8" long at the points and 1-5/8" wide at back. There shall be one horizontal buttonhole.

The collar is to be constructed of two plies of basic material and one ply of D331 top fuse lining. Collar stays shall be of good quality Stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar.

The collar and inner yoke to be lined with matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58. The collar lining shall be banana shaped.

Sleeves: To be straight and whole with 1" hem. The finish shall be 9-1/2" long from shoulder seam.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front: The fronts shall have a center facing 3" in width extending from neckline to bottom of shirt provided by a turn-under of material. The right front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six vertical buttonholes placed 3/4" from edge, first at neck, second 21/2" down, balance 3-1/2" apart.

Back: There is to be yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

Pockets: To have two breast pockets with mitered corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/4" box stitching top and bottom to prevent spreading.

Flaps: To have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/4" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

Flap Closure: The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not

thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

Interlining: Flaps to be EZ Crease. Top center to be lined with Freudeburg WR3022 and collar to be D331.

Labels: label to be sewn in yoke, with size label sewn next to it. Care and content label to be sewn in bottom hem.

Button: All buttons shall be made from high impact melamine and must match fabric.

Pressing and Packing: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be bulk packed.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions

<u>Size:</u>	<u>30</u>	<u>32</u>	<u>34</u>	<u>36</u>	<u>38</u>	<u>40</u>	<u>42</u>	<u>44</u>	<u>46</u>	<u>48</u>
Bust:	38-1/2	39-1/2	41	42-1/2	44	45-1/2	47-1/2	49-1/2	51-1/2	53-1/2
Waist:	35-1/2	36-1/2	38	39-1/2	41	42-1/2	44-1/2	46-1/2	48-1/2	50-1/2
Back:	27-1/2	27-1/2	28-1/2	28-1/2	28-1/2	28-1/2	28-1/2	28-1/2	29	29

Note: Navy shirt to be made to accommodate removable metal buttons throughout.

Flying Cross Ladies Long Sleeve Shirt

Style: It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Flying Cross brand or pre-approved equal only. Shirts will be cut in the Ladies Choice pattern with expanded chest, waist and hip dimensions for a more flattering fit.

Tailoring: It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

Fabric: Fabric to be 100% texturized polyester, 5.0–5.5 oz/square yard tropical weave with mechanical stretch. To insure permanent moisture control and superior breathability, fabric must be treated at fiber level with Nano moisture wicking technology. Fabric is soil resistance, easy care and wrinkle resistance, with excellent color matching and color retention.

Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.

Collar: The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2".

The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused

to the top collar.

Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal button hole.

Innerstand and inner yoke to be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.

Sleeves: To be straight and whole. The cuffs are to be 2-5/8" in width and to fasten with a two button adjustable cuff. There is to be a single stitch 7/16" from top of cuff.

The sleeve opening shall measure 3-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front: The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on left side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Back: There is to be yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

Pockets: To have two breast pockets with mitered corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/4" box stitching top and bottom to prevent spreading.

Flaps: To have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/4" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

Flap Closure: The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

Interlining: Flaps and bands to be EZ Crease. Top center to be lined with Freudenburg WR3022. Cuffs to be M37 H'Press and collar to be CK331.

Labels: label to be sewn in yoke, with size label sewn next to it. Care and content label to be sewn in bottom hem.

Button: All buttons shall be made from high impact melamine and must match fabric.

Pressing and Packing: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be bulk packed.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions

Size:	30	32	34	36	38	40	42	44	46	48
Bust:	38-1/2	39-1/2	41	42-1/2	44	45-1/2	47-1/2	49-1/2	51-1/2	53-1/2
Waist:	35-1/2	36-1/2	38	39-1/2	41	42-1/2	44-1/2	46-1/2	48-1/2	50-1/2
Back:	27-1/2	27-1/2	28-1/2	28-1/2	28-1/2	28-1/2	28-1/2	28-1/2	29	29
Sleeve Length:	30	30	31	32	32	33	33	33	34	34

Note: Navy shirt to be made to accommodate removable metal buttons on shoulder straps, pocket flaps and cuffs.

Flying Cross Ladies Long Sleeve Shirt Class A Marine Blue

Style: It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Flying Cross brand Model 35W5435 or pre-approved equal only. Shirts will be cut in the Ladies Choice pattern with expanded chest, waist and hip dimensions for a more flattering fit.

Tailoring: It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

Fabric: Fabric to be 65% Dacron Polyester/35% Combed Cotton

Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.

Collar: The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2".

The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar.

Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal button hole.

Innerstand and inner yoke to be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.

Sleeves: To be straight and whole. The cuffs are to be 2-5/8" in width and to fasten with a two button adjustable cuff. There is to be a single stitch 7/16" from top of cuff.

The sleeve opening shall measure 3-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front: The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

The button stand, 7/8" wide, shall be self-lined and placed on left side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Back: There is to be yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

Pockets: To have two breast pockets with mitred corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/4" box stitching top and bottom to prevent spreading.

Flaps: To have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/4" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

Flap Closure: The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

Badge Tab: To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Permanent Creases: Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

Interlining: Flaps and bands to be EZ Crease. Top center to be lined with Freudenburg WR3022. Cuffs to be M37 H'Press and collar to be CK331.

Labels: label to be sewn in yoke, with size label sewn next to it. Care and content label to be sewn in

bottom hem.

Button: All buttons shall be made from high impact melamine and must match fabric.

Pressing and Packing: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be bulk packed.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions

<u>Size:</u>	<u>30</u>	<u>32</u>	<u>34</u>	<u>36</u>	<u>38</u>	<u>40</u>	<u>42</u>	<u>44</u>	<u>46</u>	<u>48</u>
Bust:	38-1/2	39-1/2	41	42-1/2	44	45-1/2	47-1/2	49-1/2	51-1/2	53-1/2
Waist:	35-1/2	36-1/2	38	39-1/2	41	42-1/2	44-1/2	46-1/2	48-1/2	50-1/2
Back:	27-1/2	27-1/2	28-1/2	28-1/2	28-1/2	28-1/2	28-1/2	28-1/2	29	29
Sleeve Length:	30	30	31	32	32	33	33	33	34	34

Note: Marine Blue shirt to be made to accommodate removable metal buttons on shoulder straps, pocket flaps and cuffs.

Flying Cross Ladie's Trouser

Fabric: To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric is to be 11.512 oz. per linear yard, gabardine weave with mechanical stretch, 100% texturized polyester with Moisture Wicking technology. Color: Dark Navy Blue

Style: Shall be made with the Ladies Choice pattern, featuring a contour waistband with elastic side panels, shortened rise, and reshaped hip and seat. Trousers have a plain front, quarter top front pockets, two back pockets, and 7/8" belt loops.

Pockets: The front pocket opening will be a minimum 6" and be 5½" deep from the bottom of the opening. They shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finished no less than 1¼" wide. There shall be a nonwoven interlining fused to the front pocket facing to give additional stability and strength to the pocket. The back pockets will have a minimum opening of 5½" on sizes 10 and above, and 5" on sizes 8 and below, and be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall have straight bartacks and the back pockets shall be bartacked with a triangular bartacking machine.

Pocketing: All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48, weight is 4.3oz/sq. yd.

Waistband: Must be Ladies Choice construction for superior comfort and performance. The curtain, attached with a rocap machine, shall be made of black, biascut, cotton blended twill and shall have two continuous parallel 1/16" wide silicone bands for shirt retention. Inside the waistband shall be two pieces of breathable nonwoven stretch canvas for support. Waistband will also be fused for additional support. The finished waistband shall be 2" wide and shall be closed with a crushproof hook and eye, the eye being bartacked for stability. There shall be 4" elastic sewn into each side of the waistband for superior fit. The finished waistband shall be set on and shall be stitched below the lower edge through the outer

fabric and the waistband curtain. No alternative waistband will be acceptable.

Zipper: The trousers shall be closed with a brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

Inside Trim: The right fly lining shall be the same fabric and color as the waistband curtain. There shall be a nonwoven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper.

Belt Loops: There should be a minimum of 5 belt loops on waist sizes 12 and down, and a minimum of 7 on all sizes over 14. Each loop is to be lined and $\frac{7}{8}$ " wide with stitching on the face side $\frac{3}{8}$ " from each edge. Except for the back loop, which shall be tacked on, all loops are to be sewn into the rocap at the top and sewn into the bottom of the waistband. They shall accommodate a $1\frac{5}{8}$ " belt.

Creasing: The front and back crease in the trouser legs must incorporate a permanent modified silicone crease.

Seaming: The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seaming machine.

Labels: The trouser shall have a sewn-in label giving care instructions and an outside waistband label which shall be marked with lot number, size, fiber content and cut number. A permanent size label shall be sewn inside on the hip pocket.

Finishing and Pressing: All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Jetclip clip attached to the top fly of the finished trousers.

Code of Conduct: All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Safariland U1 Overt Vest Carrier, U1

Style: It is the intention of this department to secure a vest carrier by Safariland.

Vest carriers shall be cut to be adjustable at the sides. The vest carrier is fully lined and has interior front and back pouches for housing an armor carrier in its existing manufacturer's outershell.

Vest carriers to have permanent sewn-in military stitches.

The body armor carrier and ballistic panels used in conjunction with the Safariland U1 overt carrier are used in conjunction with Safariland 2.0 Armor.

Tailoring: Vest are tailored to the sizes of the body armor and must be ordered by the serial number

Fabrics: Shell fabric to be 100% texturized polyester,

Patch fabric used at side tabs to be 100% nylon; 5.0–5.5 oz/square yard 210 denier. The patch fabric is to be dyed to match the shell fabric.

Color: Navy Blue or High vis

All thread, buttons, velcro, lining and patch fabrics are to be dyed to match the shell color of the vest carrier.

Creasing: Pockets and pocket flaps to be die creased to give uniform shape and size.

Features:

- Soil repellent 100% polyester shell fabric
- Front hidden pocket with additional internal mesh pockets
- Clamshell VELCRO® Brand hook and loop adjustable shoulder attachments
- Adjustable sides
- Quick access angled hidden gun pocket
- Available in front opening option only
- Front side opening loading plate pocket
- Back top loading plate pocket
- Discreet zippers for panel insertion
- Front opening zipper design offers convenient on & off
- Ribbed channel spacer cooling liner mesh throughout
- High-profile VELCRO® Brand hook and loop for extra strength and durability
- Back neck hidden drag strap

Samuel Broome Uniform Tie with Buttonholes, 18", #90010

Fabric:

100% polyester – tropical weave Color: Navy 61

Construction:

Four-in-hand tie – French end construction Pre-tied on a bendover clip with black clasp Width at widest point is 3"

Finished length from top of knot to tip of the tie to be approximately 18"

Each tie shall have a label sewn into the back of big end of tie to accommodate small end Three buttonholes to be placed in tail to match buttons on shirt

Each tie shall be shipped with an individual cardboard insert to retain its shape during shipping

Samuel Broome Uniform Tie with Buttonholes, 20", #90043

Fabric:

100% polyester – tropical weave Color: Navy 61

Construction:

Four-in-hand tie – French end construction Pre-tied on a bendover clip with black clasp Width at widest point is 3". Finished length from top of knot to tip of the tie to be approximately 20" Each tie shall have a label sewn into the back of big end of tie to accommodate small end Three buttonholes to be placed in tail to match buttons on shirt Each tie shall be shipped with an individual cardboard insert to retain its shape during shipping

Samuel Broome Uniform Tie with Buttonholes, 22", #90063

Fabric:

100% polyester – tropical weave Color: Navy 61

Construction:

Four-in-hand tie – French end construction Pre-tied on a bendover clip with black clasp Width at widest point is 3"

Finished length from top of knot to tip of the tie to be approximately 22"
Each tie shall have a label sewn into the back of big end of tie to accommodate small end
Three buttonholes to be placed in tail to match buttons on shirt
Each tie shall be shipped with an individual cardboard insert to retain its shape during shipping

Flying cross Navy VaporCore 55100 Series Loft Jacket,

Fabric: 100% Nylon outer shell Polartec

Design: 2 upper vertical storage pockets with zipper closure and ergonomic zipper pulls.

Features: Optional mic tab, shoulder straps and badge tab.

Pockets: 2 lower vertical fleece-lined hand warmer pockets with zipper closure.

Patches and marking: Galveston Police Patches attached on sleeves and Galveston Police heat press on back of jacket. Embroidered badge or Generic Patch on front chest.

Shell Coat

Description- Waterproof Breathable with Waterproof Zipper

Used in conjunction with soft-shell Jacket for colder days.

Drop In concealable hood

Patches and marking: Galveston Police Patches attached on sleeves and Galveston Police heat press on back of jacket.

Bayly White Cover Uniform Cap, #09WM3B1, Sizes XS-XXL

Style: Military A/F

Material & Color: White Caplite kiss bonded with foam and tricot lining.

Cap Covering: Will include top, 3-piece projection, side band, tip lining (acetate), sweat shield (.008 gauge clear vinyl) and a pocket for individual name card. Seams will be lock stitched 10-12 stitches to the inch.

Frame: Black Mesh

Visor: 2-1/4" 30 Degree Black High Gloss (9830)

Front Stayer: Stayer will be solid black. Emblem slots and assembly holes to be preformed, the inner band 2-1/8" x .050" extruded "poly" perforated with 3/8" holes throughout, with pre-punched button holes and attached with brass rivets.

Grommet: Will be a grommet cut to the exact size to fit properly within the cap cover.

Sweatband: 27 oz. anti-migratory non-toxic cloth backed vinyl, sewn on the outside of inner band and turned for cushioned effect to provide maximum comfort. Top edge to be finished and size label attached. Each cap to effectively cover two (2) head sizes. In six (6) sizes, XS, S, M, L, XL and XXL.

Eyelets Button Color & Style: Gold "P"

Front Strap: Gold Snake

Washing: Hand wash with mild soap and warm water. Let drip dry. Do not dry clean. Do not put in

automatic dryer.

Warranty: Cap will be warranted against any defects in materials or workmanship (misuse, abuse and normal wear excepted).

Standard Materials: Center Front Eyelet, Crown Lining, Side Vent Eyelets, I.D. Pocket

Bayly White Cover Uniform Cap, #09NM3A2, Sizes XS-XXL

Style: Military A/F

Material & Color: Midnight Navy kiss bonded with foam and tricot lining.

Cap Covering: Will include top, 3-piece projection, side band, tip lining (acetate), sweat shield (.008 gauge clear vinyl) and a pocket for individual name card. Seams will be lock stitched 10-12 stitches to the inch.

Frame: Black Mesh

Visor: 2-1/4" 30 Degree Black High Gloss (9830)

Front Stayer: Stayer will be solid black. Emblem slots and assembly holes to be preformed, the inner band 2-1/8" x .050" extruded "poly" perforated with 3/8" holes throughout, with pre-punched button holes and attached with brass rivets.

Grommet: Will be a grommet cut to the exact size to fit properly within the cap cover.

Sweatband: 27 oz. anti-migratory non-toxic cloth backed vinyl, sewn on the outside of inner band and turned for cushioned effect to provide maximum comfort. Top edge to be finished and size label attached. Each cap to effectively cover two (2) head sizes. In six (6) sizes, XS, S, M, L, XL and XXL.

Eyelets Button Color & Style: Silver "P"

Front Strap: Silver Snake

Washing: Hand wash with mild soap and warm water. Let drip dry. Do not dry clean. Do not put in automatic dryer.

Warranty: Cap will be warranted against any defects in materials or workmanship (misuse, abuse and normal wear excepted).

Standard Materials: Center Front Eyelet, Crown Lining, Side Vent Eyelets, I.D. Pocket

Vertex Phantom LT Pants

Color – Kaki/Navy/OD Green

Material – 65% Poly/ 35% Cotton

Model-VTX80001DT

Vertex Phantom Female pants

Color –Kaki/Navy

Material -65% poly/ 35% cotton

Model- VTX1205W or Similar

Vertex Combat Shirts

Color – Green /Tan

Model-VTX8525-OD

Vertex Polo

Color- Navy/Black/Red

Material- 100% Antimicrobial Performance Synthetic with COLD BLACK

Embroidery- Name and Badge

Taclite Pro Pant

Color- Navy

Model-71175-724

Taclite Pro Shirt

Color- Navy

Model-74273-724

Patches- to be placed on sleeves

Name Strip on Above Right Pocket

Reversible Hir-vis Rain Coat

Model-5.11 48125 or similar

Color-Reversible Black and Hi vis

Police Safety Vest

Model- Premier Emblems PV33398P or similar

Blackinton B589 Gadges (Rhodium)

Model-B589-Rhodium

Color- Gold or Silver

Blackinton Hat Badge

Model- B615- Rhodium

Color- Gold or Silver

Blackinton G.P.D collar pin

Model- A7326

Color- Gold or Silver

Blackinton J1 Silver Name Plate

Model – J1 Silver

Color- Gold or Silver

S&W chain Handcuffs, Nickel

Model-SW350103

S&W hinge Handcuffs, Nickel

Model – SW 350096

Monadnock Pr 24 xts Expandable Polycarbonate w/supergrip

Model-1102

Bianchi Patrol Tekliner Belt

Model – 7225

Description- Duty Belt

Style- Nylon

Bianchi Ergotek Belt

Model – 8105

Description- Duty Belt

Style- Nylon

Safariland Mid Ride Level III w/light, stx PB, Glock/light

Part Number- 7360-832-411

Style STX or High Gloss

Description- Gun Holster with Light capabilities

Safariland OC Mk-3 Pouch

Description- 3oz OC carrier

Model- 38-4-13pbl

Style STX or High Gloss

Safariland Single Belt Keeper

Description- Single Belt Kepr

Model – 65-2

Style -STX or High Gloss

Safariland Double Belt Keeper

Model- 654

Description- 4 snap belt keeper

Style- STX or High Gloss

Safariland Open Top Cuff Case

Model-090H-22

Style- STX or High Gloss

Description- Open top hand cuff case

Safariland Closed Top Double Mag Pouch

Model- 77-83-13PBL

Style –STX or High Gloss

Description- Magazine holder

Safariland Open Top Baton Holder

Model- 3010-21-PB

Style- STX or High Gloss

Description- Expandable baton holder

Safariland Radio Holder

Model – 761or similar

Style- STX or High Gloss

Description- Radio Holder for APX 6000

Safariland Handcuff Strap

Model- 690

Description- handcuff strap-snap

STX or High Gloss

Sam Brown Duty Belt

Description- Duty Belt

Style- High Gloss or STX

Model - 7960

MEN'S SHIRT SPECIFICATIONS

Flying Cross by Fechheimer Item: 92R7886Z/35W5435Z

FABRIC:

Content:

100% Textured Polyester

65% Dacron Polyester/35% Combed Cotton

Weight:

7.0-7.5 oz. / linear yard

4.0 to 4.25oz/ Square yard

COLOR:

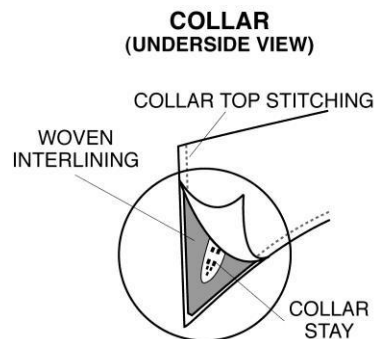
LAPD Blue/Marine Blue

STYLE:

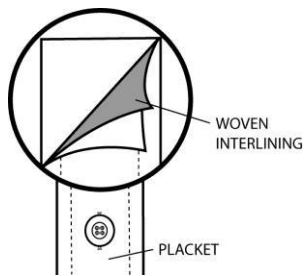
To be Flying Cross Model 92R7886Z. Dress style, top center placket front with zipper, knit side body inserts for tapered fit, convertible sport collar, short sleeves and dress shirttail. Two front map pockets with Velcro closure and pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke of high lustre PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR:

Collar points to measure 2 ½" long with ultrasonically fused-in Mylar stays. Collar to have woven interlining of #250 Dacron. Stays to be 2 ¼" long, 3/8" minimum width, and to be fused to underside of collar interlining. Stays applied directly to collar material itself unacceptable. Topstitched 1/4" off the edge. Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.



FRONT:

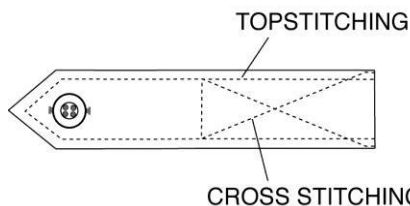


Each front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on the top center is not to be visible on the turn back facing. The shirt will have 7 buttons and buttonholes on the front; spacing between each will be 3-3/4" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven interlining of #250 Dacron. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable. A 15" nylon zipper, to be set below the second button and buttonhole, shall accomplish front closure. The top, second and bottom buttons to be attached to the right front, the balance to be sewn over the buttonholes on the left front.

SHOULDER STRAPS:

Shoulder straps to be two-piece pointed, 1/4" topstitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to have non-functional buttonhole with a well sewn button centered on buttonhole. Points of shoulder straps to be tacked to the shoulder. Edge stitched shoulder strap construction unacceptable.

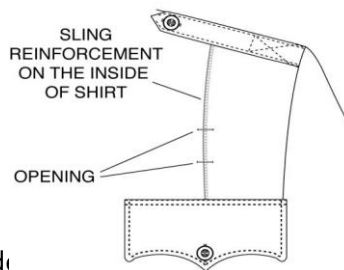
SHOULDER STRAP



BADGE REINFORCEMENT:

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) buttonhole eyelets 1-1/4" from top of pocket flap spaced 1-1/4" apart and centered on sling.

BADGE TAB



MICROPHONE HOLDER:

Microphone holder to finish approximately 1" wide, 2" deep, centered on the top center placket between the first and second buttonhole on the shirtfront.

he top center

MAP POCKETS:

Each front shall be constructed with a map pocket design with opening on each pocket near the top center placket. Map pockets on side body seams.



POCKETS:

Two breast patch pockets with mitered corners and 1-1/2" stitched pleats to be sewn over the map pockets. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook

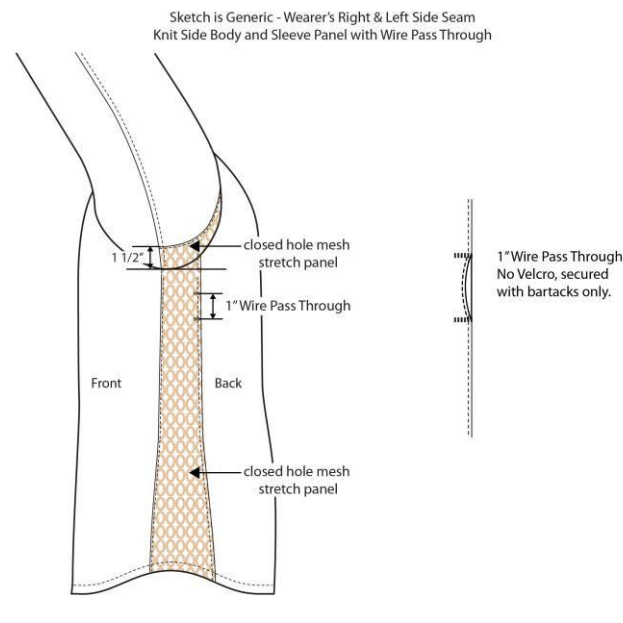
1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified.

FLAPS:

Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1- 1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall

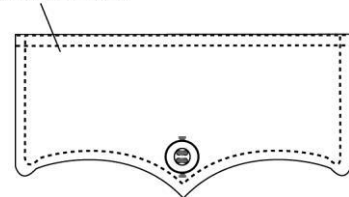
be cause for rejection.) Flaps to be 1/4" topstitched. Flaps to have woven interlining of #250 Dacron. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a button centered on uncut sewn buttonhole.

COMM PASS OPENING AND KNIT SIDE BODY:



FLAP

TOPSTITCHED FLAP

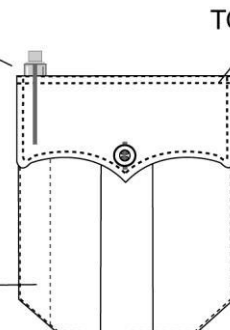


POCKET

HIDDEN PEN/PENCIL OPENING

TOPSTITCHED FLAP

PEN/PENCIL STITCH



SLEEVES:

Sleeves are to be straight and whole and to have a $\frac{3}{4}$ " hem and to finish at a minimum of 9 $\frac{1}{2}$ " long from shoulder seam.

BUTTONS:

First grade 20-ligne melamine.

SEWING:

Collar, shoulder straps and pocket flaps to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be safety stitched then topstitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTERLINING:

Collars, Pocket flaps, Shoulder straps and top center to be interlined with #250 Dacron.

MILITARY CREASES:

There shall be five Lintrak ® sharp military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt.

CONSTRUCTION:

Collar, shoulder straps and flaps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

STOCK SIZES:

Shirts must be available in the following sizes: Alpha Sizing: S - 4XL

MEN'S SHIRT SPECIFICATIONS

Flying Cross by Fechheimer Item: 92R7886Z/35W5435Z

FABRIC:

Content:

100% Textured Polyester

65% Dacron Polyester/35% Combed Cotton

Weight:

7.0-7.5 oz. / linear yard

4.0 to 4.25oz/ Square yard

COLOR:

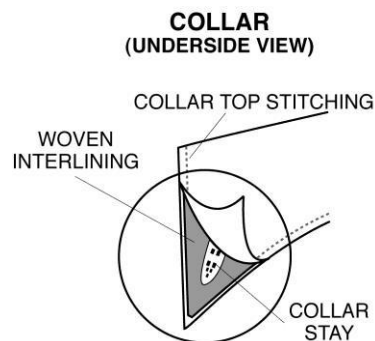
LAPD Blue/Marine Blue

STYLE:

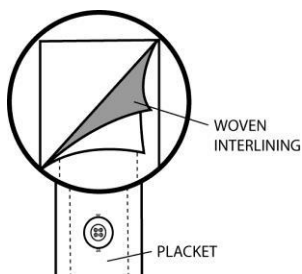
To be Flying Cross Model 92R7886Z/35W5435Z. Dress style, top center placket front with zipper, knit side body inserts for tapered fit, convertible sport collar, short sleeves and dress shirttail. Two front map pockets with Velcro closure and pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke of high lustre PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR:

Collar points to measure 2 ½" long with ultrasonically fused-in Mylar stays. Collar to have woven interlining of #250 Dacron. Stays to be 2 ¼" long, 3/8" minimum width, and to be fused to underside of collar interlining. Stays applied directly to collar material itself unacceptable. Topstitched 1/4" off the edge. Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.



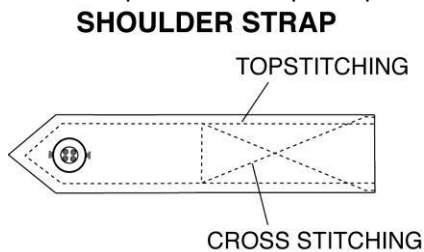
FRONT:



Each front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on the top center is not to be visible on the turn back facing. The shirt will have 7 buttons and buttonholes on the front; spacing between each will be 3-¾" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven interlining of #250 Dacron. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw

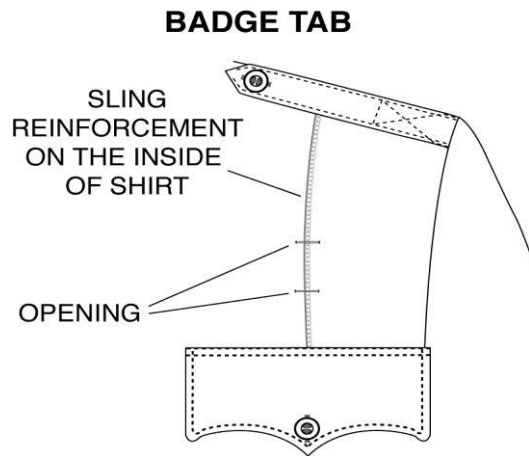
SHOULDER STRAPS:

Shoulder straps to be two-piece pointed, 1/4" topstitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to have non-functional buttonhole with a well sewn button centered on buttonhole. Points of shoulder straps to be tacked to the shoulder. Edge stitched shoulder strap construction unacceptable.



BADGE REINFORCEMENT:

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) buttonhole eyelets 1-1/4" from top of pocket flap spaced 1-1/4" apart and centered on sling.



MICROPHONE HOLDER:

Microphone holder to finish approximately 1" wide, 2" deep and to be centered on the top center placket between the first and second buttonhole on the shirt front.

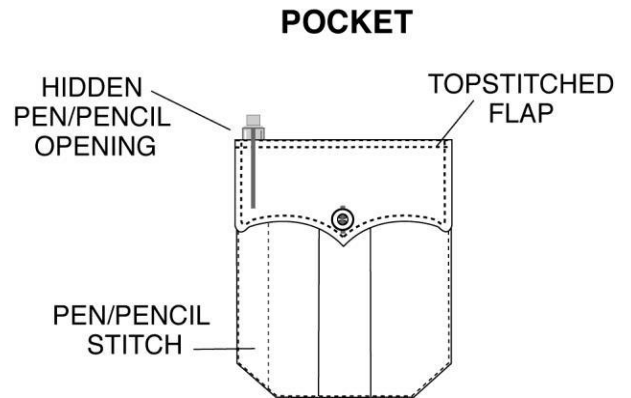
MAP POCKETS:

Each front shall be constructed with a map pocket design which is sewn to the shirt front with Velcro opening on each pocket near the top center placket. Map pockets extend into the sleeving seam and side body seams.



POCKETS:

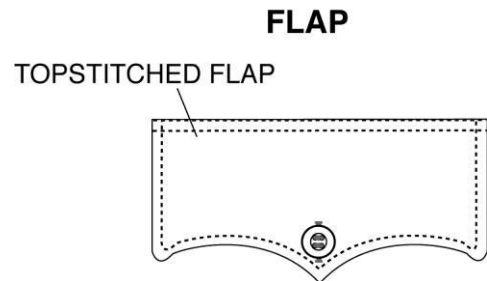
Two breast patch pockets with mitered corners and 1-1/2" stitched pleats to be sewn over the map pockets. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified.



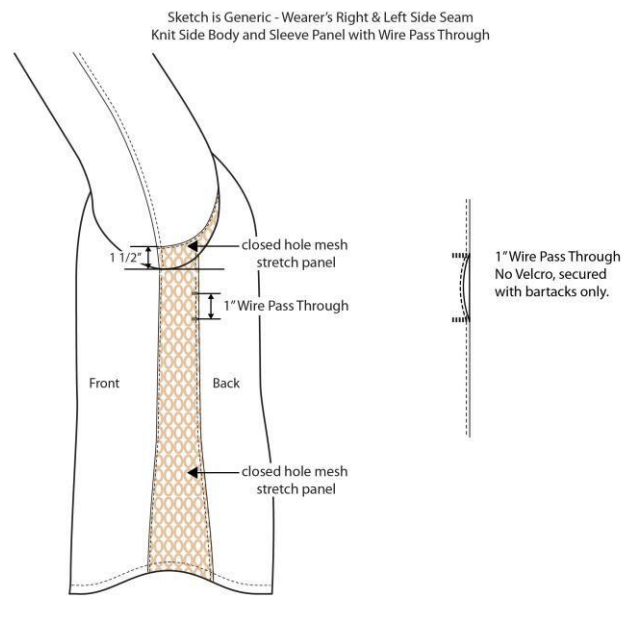
FLAPS:

Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall

be cause for rejection.) Flaps to be 1/4" topstitched. Flaps to have woven interlining of #250 Dacron. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a button centered on uncut sewn buttonhole.



COMM PASS OPENING AND KNIT SIDE BODY:

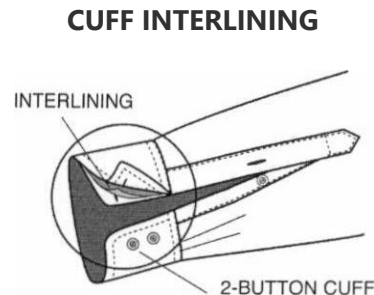


SLEEVES:

Sleeve vent shall be a minimum of 4- 1/ 2" long with one-piece top and bottom facings. Facing to measure 1- 1/8" wide point blocked at top.

CUFFS:

Two piece 1/2-inch hemmed cuff with 1/ 4" topstitching. Cuffs to measure 3" in depth with rounded comers (barrel cuffs). Cuffs to have two buttons and corresponding button holes set vertically with one button and buttonhole in center of facing. Cuffs to have woven interlining of #250 Dacron.



BUTTONS:

First grade 20-ligne mela mine.

SEWING:

Collar, cuffs, shoulder straps and pocket flaps to be topstitched 1/ 4" off the edge. Sleeve inserting and side close felling seams are to be safety stitched then topstitched.

THREAD:

All sewing threads to be color fast polyester wrap to match .

INTERLINING:

Collar, Cuffs, Pocket flaps , Shoulder straps and top center to be interlined with #250 Dacron .

MILITARY CREASES:

There shall be five Lintrak ® sharp military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt.

CONSTRUCTION:

Collar, cuffs, shoulder straps and flaps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

STOCK SIZES:

Shirts must be available in the following sizes: Sleeve lengths: 32-37 inches

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

HYBRID SHIRT SPECIFICATIONS

Flying Cross Item: 85VS7886

STYLE NUMBER:

85VS7886

FABRIC (A) Upper Bodv. Sleeves. Collar:

Content: 100% Textured Polyester

Weight: 7.0 to 7.5 oz. / linear

yard Color r: Navy

FABRIC (B) 37 5nt Polyester:

Content: 65% COCONA® / 35.5% Polyester

Weight: 9.1 oz / Linear Yard

Color: Navy

STYLE:

The Hybrid Shirt shall be manufactured from an up-to-date form fitting Shirt pattern.

The Hybrid Shirt styling shall have a ¼" front placket with button and buttonhole closure.

COLLAR:

Convertible collar shall be one piece. Collar points to measure 2 ½" long with ultrasonically fused-in Mylar stays. Collar to have woven fusible interlining. Stays to be 2" long, 3/8" minimum width and to be fused to the bottom ply of the collar and shall be positioned along the leading edge. Collar topstitched 1/4" off the edge.

UPPER FRONT:

Each upper front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on top center is not to be visible on the tum-back facing. The shirt will have 3 buttons and buttonholes on the upper front; spacing between each will be 3-}, except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven fusible interlining. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between. and then all three are stitched down with a 1/16" raised stitch. Safety stitch 10111mg unacceptable. Inside back yoke to be lined with Nylon Mesh Lining.



LOWER BODY, SIDE PANELS AND UNDERARM GUSSETS:

Lower body, side panels and under arm gussets are made from 37.5™ Polyester fabric for ease of movement and comfort when worn under the U1 Carrier.

SLEEVES:

Sleeves are to be straight and whole and to have a ¾" hem and to finish at a minimum of 9 ¼" long from shoulder seam.

BUTTONS:

First grade 20-ligne melamine.

SEWING:

Collar to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be safety stitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTERLININGS:

Collar and top center to be interlined with woven fusible.

AVAILABLE SIZES:

Hybrid shirt is available to order in the following sizes:
XSMALL –XXXL

HYBRID Shirt
Specifications
Flying Cross Item:
35VS7886

STYLE
NUMBER:
35VS7886

FABRIC (A) Upper Body, Sleeves,
Collar: Content: 100% Textured
Polyester
Weight: 7.0 to 7.5 oz. /
linear yard Color: Navy

FABRIC (B) 37.5STM Polyester:
Content: 65% Cotton / 35.5%
Polyester Weight: 9.1 oz / Linear
Yard
Color: Navy

STYLE:
The Hybrid Shirt shall be manufactured from an up-to-date form fitting Shirt pattern. The Hybrid Shirt styling shall have a 1/2" front placket with button and buttonhole closure.

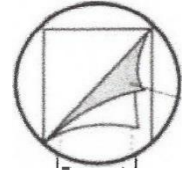
COLLAR:
Convertible collar shall be one piece. Collar points to measure 2 1/2" long with ultrasonically fused-in Mylar stays. Collar to have woven fusible interlining. Stays to be 2" long, 3/8" minimum width and to be fused to the bottom ply of the collar and shall be positioned along the leading edge. Collar topstitched 1/4" off the edge.

UPPER FRONT:

Each upper front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on top

center is not to be visible on the turn-back facing. The shirt will have 3 buttons and buttonholes on the upper front; spacing between each will be 3-3/4" except the spacing between the neck button and the first button on the front, which

will be approximately 3-1/4". Top center placket to have woven fusible inter lining. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under , with the front sandwiched between, and then all three are stitched down with a 1 / 16 " raised stitch. Safety stitch joining unacceptable. Inside back yoke to be lined with Nylon Mesh Lining.



WOVEN
INTERLINING

® PLACKET

LOWER BODY, SIDE PANELS AND UNDERARM GUSSETS:

Lower body, side panels and under arm gussets are made from 37.5™ Polyester fabric for ease of movement and comfort when worn under the U1 Carrier.

SLEEVES:

Sleeve vent shall be a minimum of 4-1/2" long with one-piece top and bottom facings. Facing to measure 1-1 / 8" wide point blocked at top.

CUFFS:

Two piece ½-inch hemmed cuff with 1 /4" topstitching. Cuffs to measure 2 1/2" in depth with rounded comers (barrel cuffs). Cuff to be two button adjustable with one button and buttonhole in center of facing. Cuffs to have woven fusible interlining.

BUTTONS:

First grade 20-ligne melamine.

SEWING:

Collar and cuffs to be topstitched 1 /4" off the edge. Sleeve inserting and side close felling seams are to be safety stitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTERLININGS:

Collar, cuffs and top center to be interlined with woven fusible.

AVAILABLE SIZES:

Hybrid shirt is available to order in the following sizes:

BODY SIZE	SLEEVE LENGTH				
	XSHORT T	SHORT	REG	LONG	XLONG G
XSMALL	X	X	X		
SMALL	X	X	X		
MEDIUM		X	X	X	
LARGE		X	X	X	X
XLARGE		X	X	X	X
2XL			X	X	X
3XL			X	X	X
4XL			X	X	X

MEN'S TROUSER SPECIFICATIONS
Flying Cross by Fechheimer Item: TR070

FABRIC:

Content: 100% Polyester

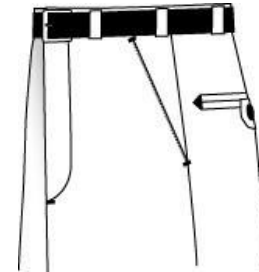
Weight: 12 - 12 ½ oz. per linear yard

Weave: Gabardine

Color: LAPD Navy

STYLE:

Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection.



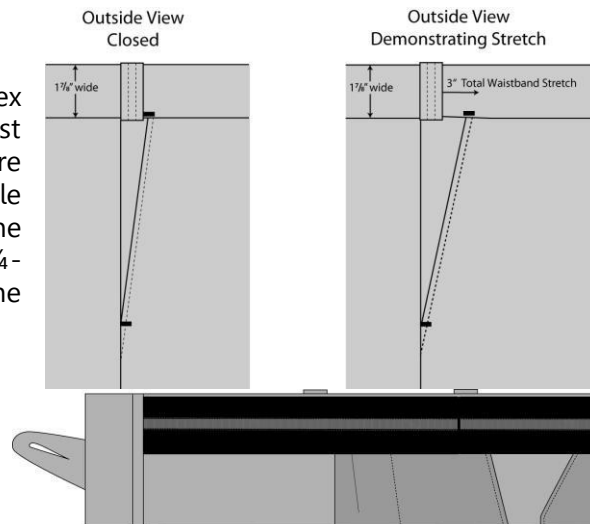
LINING MATERIAL:

The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

FREEDOM-FLEX WAISTBAND SYSTEM:

Trouser shall be made with a special Freedom-Flex Waistband System that will allow the wearer waist expansion of 2 1/2" to 3". The waistband shall measure a minimum of 1-7/8" wide when finished. The flexible expansion split portion of the waistband shall be to the front of the trouser side seam and there shall be a ¾-inch wide side belt loop positioned to 'hide' the expansion split of the waistband.

The waistband curtain shall consist of two different styles for maximum waistband expansion to enhance wearer comfort, fit, and appearance. The front of the trouser (to the expansion split) waistband curtain style shall consist of a 2-inch wide elastic section that incorporates Tru-Grip, a ½" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Use of a single silicone strip or strips instead of ½" wide rubberized surface area shall be cause for rejection.)



The back half of the trouser waistband curtain shall finish a minimum 2-1/8" wide and is to be made of black pocketing material and shall be attached to the top of the trouser with a zigzag stitch. The waistband curtain must also contain Tru-Grip and will line up with the Tru-Grip on the front of the

expansion split. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)

The waistband curtain is composed of a wet laid non-woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The ½" rubberized surface area is positioned 1-¼" up from the bottom of the curtain.

The specifications for the rubberized Tru-Grip curtain are as follows:

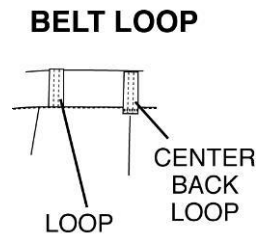
Width: 1-1/8-inch
Warp: 300 Denier Texturized Polyester
Filling: 300 Denier Texturized Polyester
Rubber: 55 Gauge
Count: 32-36 yarns per inch
Contents: 59% Polyester/41% Rubber

To complete the Freedom-Flex Waistband System, there shall be a 1-1/4" wide elastic component sewn into the back half of the waistband curtain to allow for the stretch and recovery of the waistband to comfortably fit the wearer's waist size. There shall be a bartack for strength and durability sewn at the stress point on the waistband where it joins the front elasticized waistband curtain joining stitching (positioned, on the waistband above the front pocket.)

The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with a 7/8" non-woven tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam of the trouser to be finished to allow for alterations (with ample fabric and curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be proportional to the waist outlet so the seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum stretch.

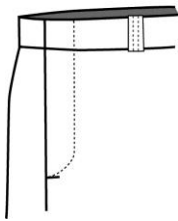
BELT LOOPS:

There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.



FLY:

"J" STITCH



Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same material and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch.

SEAT:

Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability

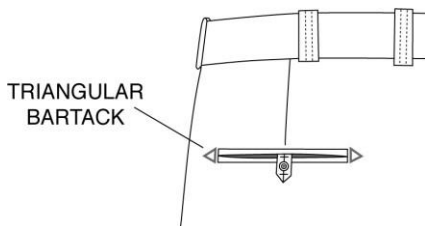
POCKETS:

The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 5-3/4" measured from the bottom of the opening. Front pockets to have firm straight bartacks at top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facing and barrier to be made of the basic trouser fabric. Facing shall be a minimum of 1" and barrier shall measure a minimum of 2" (measured to the inside edge of pocket lining).

The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using

the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have triangular bartacks for reinforcement (use of straight bartacks shall be cause for rejection). Hip pocket facing and barrier are to be made of basic trouser fabric. Facing shall be a minimum of 3/4" and the barrier shall be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the

HIP POCKET WITH TAB



tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.

The watch pocket shall be located on the right front at the waistband. This pocket shall have a minimum opening of 2-5/8" and a minimum depth of 2-7/8". The front of the pocket shall be made of pocketing fabric and the back of the pocket shall be made of basic fabric and the two pieces are securely stitched together. Each corner of the pocket opening shall have firm straight

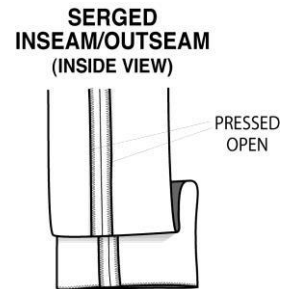
bartacks.

CREASES:

The leg creases, front and back will have a silicone bead put in by using the Lintrak process.

STITCHING, PRESSING & FINISHING:

Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Trouser must be cleaned and finished to eliminate loose threads.



LABELS:

Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL or RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked.

WOMEN'S SHIRT SPECIFICATIONS
Flying Cross by Fechheimer Item:
142R7886Z/ 126R5435Z

FABRIC:

Content:

100% Textured Polyester
65% Dacron Polyester/35% Combed Cotton

Weight:

7.0-7.5 oz. / linear yard
4.0 to 4.25oz/ Square yard

COLOR:

LAPD Blue/Marine Blue

STYLE:

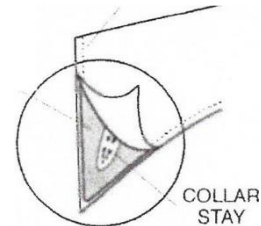
To be Flying Cross Model 142R7886Z /126R5435Z. Dress style, top center placket front with zipper, knit side body inserts for tapered fit, convertible sport collar, long sleeves with barrel cuffs and dress shirttail. Two front map pockets with Velcro closure and pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke and banana band of high luster PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR:

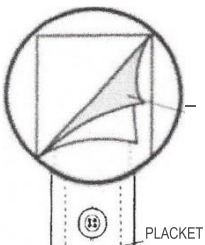
COLLAR (underside view)

Collar points to measure 2 7 / 8" long with ultrasonically fused -in Mylar stays. Collar to have woven interlining of #250 Dacron. Stays to be 2 1/2" long, 3 / 8" minimum WOVEN width, and to be fused to underside of collar interlining. INTERLINING Stays applied directly to collar material itself unacceptable. Topstitched 1/4" off the edge. Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.

COLLAR TOPSTITCHING



FRONT:



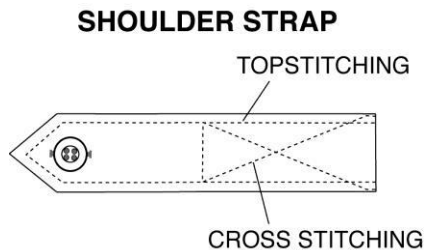
Each front shall have a facing approximately 3" in width. The right front shall have a top center placket 1-1/ 2" wide with two rows of stitches 7/8" apart. Stitching on the top center is not to be visible on the turn back facing. The shirt will have 6 buttons and buttonholes on interlining the front; spacing between each will be 3 1/ 2" except the spacing between the neck button and the first button on the front, which will be approximately 3-1 / 4". Top center placket to have woven interlining of #250 Dacron.

Non-woven interlining is unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between , and then all three are stitched down with a 1/ 16" raised stitch. Safety stitch joining unacceptable. An 11 ½" nylon zipper, to be set below the second button and buttonhole, shall accomplish front closure.

The top, second and bottom buttons to be attached to the left front, the balance to be sewn over the buttonholes on the right front.

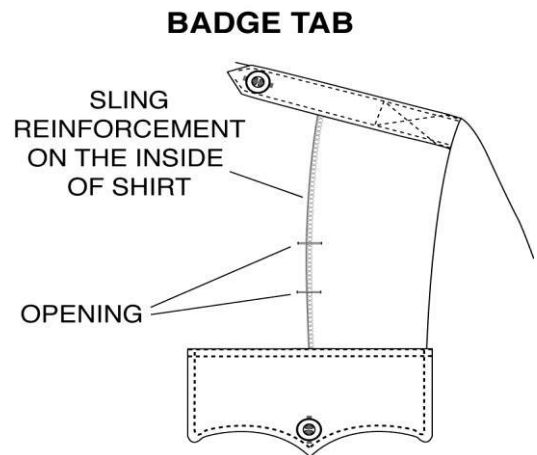
SHOULDER STRAPS:

Shoulder straps to be two-piece pointed, 1/4" topstitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to have non-functional buttonhole with a well sewn button centered on buttonhole. Points of shoulder straps to be tacked to the shoulder. Edge stitched shoulder strap construction unacceptable.



BADGE REINFORCEMENT:

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) buttonhole eyelets 1-1/4" from top of pocket flap spaced 1-1/4" apart and centered on sling.



MICROPHONE HOLDER:

Microphone holder to finish approximately 1" wide, 2" deep and to be centered on the top center placket between the first and second buttonhole on the shirt front.

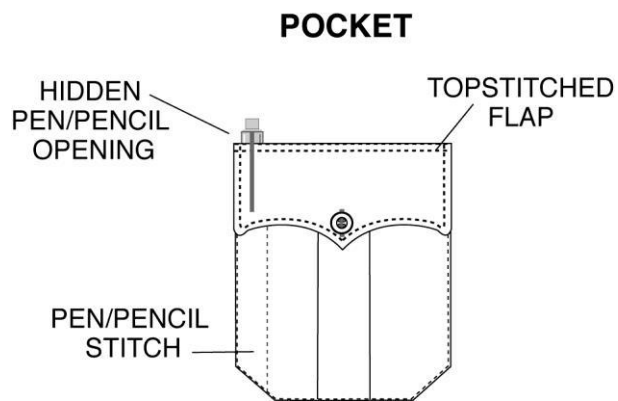
MAP POCKETS:

Each front shall be constructed with a map pocket design which is sewn to the shirt front with Velcro opening on each pocket near the top center placket. Map pockets extend into the sleeving seam and side body seams.



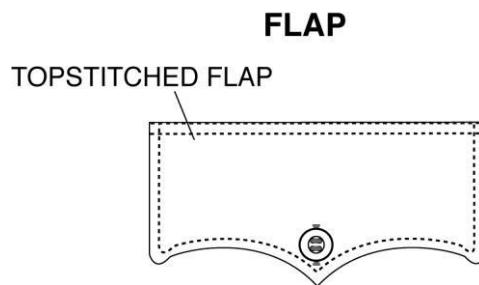
POCKETS:

Two breast patch pockets with mitered corners and 1-1/4" stitched pleats to be sewn over the map pockets. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5" wide, 5" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified.



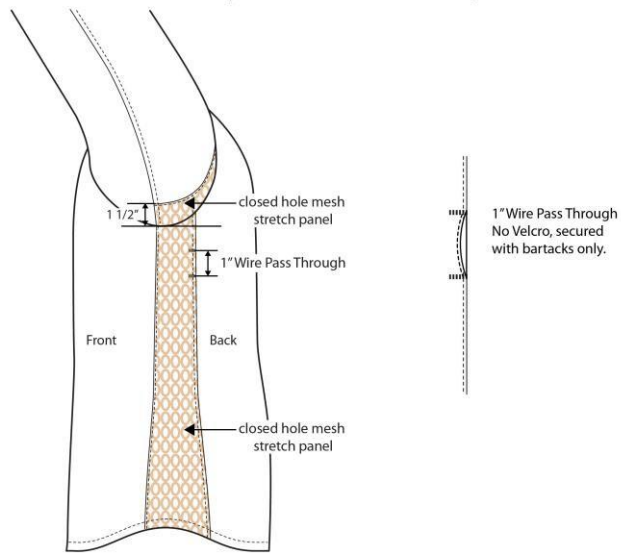
FLAPS:

Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be 1/4" topstitched. Flaps to have woven interlining of #250 Dacron. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a button centered on uncut sewn buttonhole.



COMM PASS OPENING AND KNIT SIDE BODY:

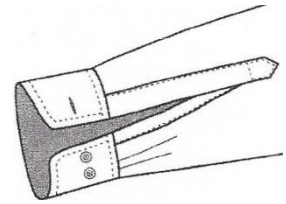
Sketch is Generic - Wearer's Right & Left Side Seam
Knit Side Body and Sleeve Panel with Wire Pass Through



SLEEVES:

Sleeve vent shall be a minimum of 4 - 1 / 2" long with one-piece top and bottom facings. Facing to measure 1-1/ 8" wide point blocked at top.

ADJUSTABLE CUFF



CUFFS:

Two piece ½-inch hemmed cuff with 1/ 4" topstitching. Cuffs to measure 2 1/2" in depth with rounded corners (barrel cuffs). Cuff to be two button adjustable. Cuffs to have woven interlining of #250 Dacron.

BUTTONS:

First grade 20-ligne melamine.

SEWING:

Collar , cuffs, shoulder straps and pocket flaps to be topstitched 1/ 4" off the edge.

Sleeve inserting and side close felling seams are to be safety stitched then top stitched .

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTERLINING:

Collar, Cuffs, Pocket flaps, Shoulder straps and top center to be interlined with #250 Dacron.

MILITARY CREASES:

There shall be five Lintrak ® sharp military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt.

CONSTRUCTION:

Collar, shoulder straps and flaps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

STOCK SIZES:

Shirts must be available in the following

sizes: Bust Sizes 30-52

Long Sleeve Lengths:

30	Regular = 30"	
32, 34	Regular = 30"	Long= 31"
36, 38	Regular= 31"	Long= 32"
40, 42	Regular = 32"	Long= 33"
44, 46	Regular= 33"	Long= 34"
48 & Up	Regular = 34"	Long= 35"

WOMEN'S SHIRT SPECIFICATIONS
Flying Cross by Fechheimer Item:
142R7886Z/126R5435Z

FABRIC:

Content:

100% Textured Polyester
65% Dacron Polyester/35% Combed Cotton

Weight:

7.0-7.5 oz. / linear yard
4.0 to 4.25oz/ Square yard

COLOR:

LAPD Blue/Marine Blue

STYLE:

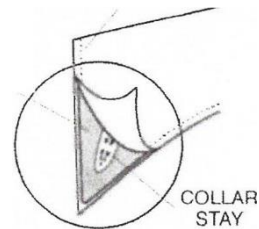
To be Flying Cross Model 142R7886Z/126R5435Z. Dress style, top center placket front with zipper, knit side body inserts for tapered fit, convertible sport collar, long sleeves with barrel cuffs and dress shirttail. Two front map pockets with Velcro closure and pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke and banana band of high lustre PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR:

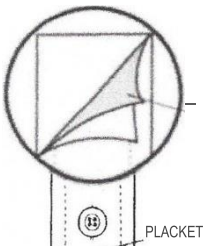
Collar points to measure $2 \frac{7}{8}$ " long with ultrasonically Fused -in Mylar stays. Collar to have woven interlining of #250 Dacron . Stays to be $2 \frac{1}{2}$ " long, $\frac{3}{8}$ " minimum WOVEN width, and to be fused to underside of collar interlining. INTERLINING Stays applied directly to collar material itself unacceptable. Topstitched $\frac{1}{4}$ " off the edge. Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.

COLLAR (underside view)

COLLAR TOPSTITCHING



FRONT:



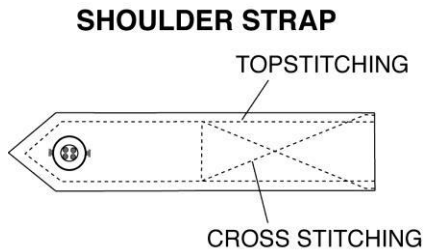
Each front shall have a facing approximately 3" in width. The right front shall have a top center placket $1\text{-}\frac{1}{2}$ " wide with two rows of stitches $\frac{7}{8}$ " apart. Stitching on the top center is not to be visible on

Woven the turn back facing. The shirt will have 6 buttons and buttonholes on interlining the front; spacing between each will be $3 \frac{1}{2}$ " except the spacing between the neck button and the first button on the front, which will be approximately $3\text{-}\frac{1}{4}$ ". Top center placket to have woven interlining of #250 Dacron. Non-woven interlining unacceptable and shall be cause for rejection.

The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between , and then all three are stitched down with a 1/ 16" raised stitch. Safety stitch joining unacceptable. An 11 ½" nylon zipper, to be set below the second button and buttonhole, shall accomplish front closure. The top, second and bottom buttons to be attached to the left front, the balance to be sewn over the buttonholes on the right front.

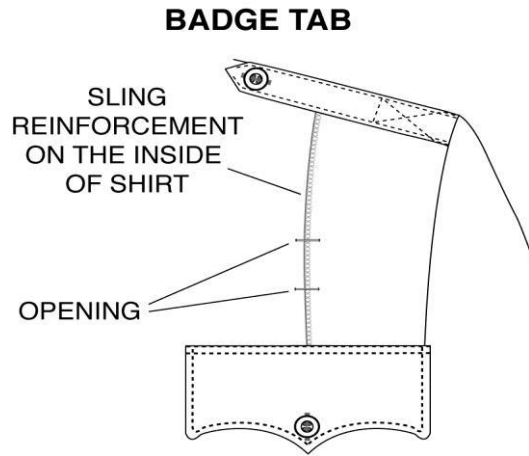
SHOULDER STRAPS:

Shoulder straps to be two-piece pointed, 1/4" topstitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to have non-functional buttonhole with a well sewn button centered on buttonhole. Points of shoulder straps to be tacked to the shoulder. Edge stitched shoulder strap construction unacceptable.



BADGE REINFORCEMENT:

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) buttonhole eyelets 1-1/4" from top of pocket flap spaced 1-1/4" apart and centered on sling.



MICROPHONE HOLDER:

Microphone holder to finish approximately 1" wide, 2" deep and to be centered on the top center placket between the first and second buttonhole on the shirt front.

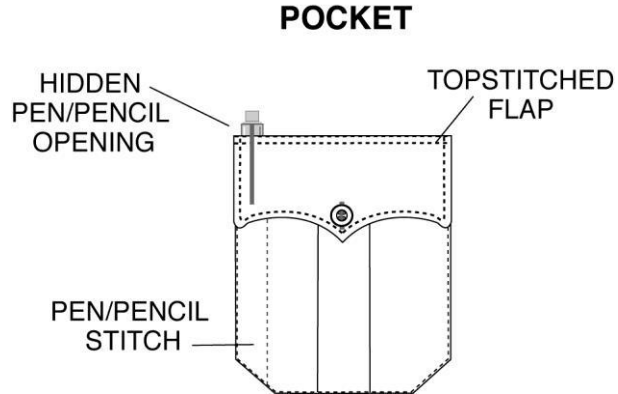
MAP POCKETS:

Each front shall be constructed with a map pocket design which is sewn to the shirt front with Velcro opening on each pocket near the top center placket. Map pockets extend into the sleeving seam and side body seams.



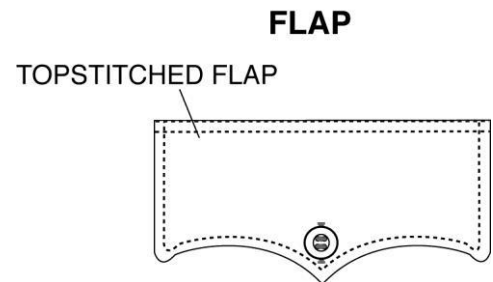
POCKETS:

Two breast patch pockets with mitered corners and 1-1/4" stitched pleats to be sewn over the map pockets. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5" wide, 5" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified.

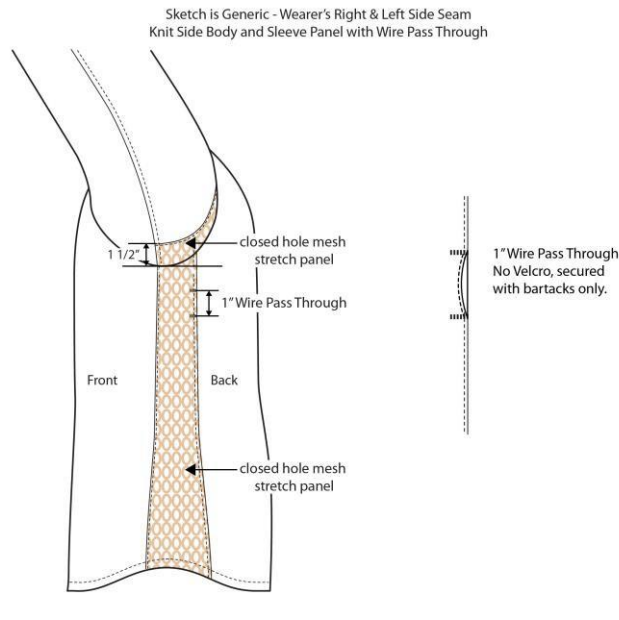


FLAPS:

Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be 1/4" topstitched. Flaps to have woven interlining of #250 Dacron. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a button centered on uncut sewn buttonhole.



COMM PASS OPENING AND KNIT SIDE BODY:



SLEEVES:

Sleeves are to be straight and whole and to have a $\frac{3}{4}$ " hem and to finish at a minimum of 8 $\frac{1}{2}$ " long from shoulder seam.

BUTTONS:

First grade 20-ligne melamine.

SEWING:

Collar, shoulder straps and pocket flaps to be topstitched $\frac{1}{4}$ " off the edge. Sleeve inserting and side close felling seams are to be safety stitched then topstitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTER LINING:

Collars, Pocket flaps, Shoulder straps and top center to be interlined with #250 Dacron.

MILITARY CREASES:

There shall be five Lintrak ® sharp military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pocket and flaps. Spacing for three military creases across shirt back: to be proportionate to the size of the shirt.

CONSTRUCTION:

Collar, shoulder straps and flaps are made with convention construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

STOCK SIZES:

Shirts must be available in the following sizes: Bust Sizes 30-52

WOMEN'S TROUSER SPECIFICATIONS
Flying Cross by Fechheimer Item: TR070WT

FABRIC:

Content: 100% Polyester

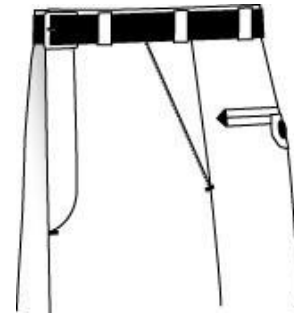
Weight: 12 - 12 ½ oz. per linear yard

Weave: Gabardine

Color: LAPD Navy

STYLE:

Garment shall be manufactured from an up-to-date women's pattern for comfort and easier sizing. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection.

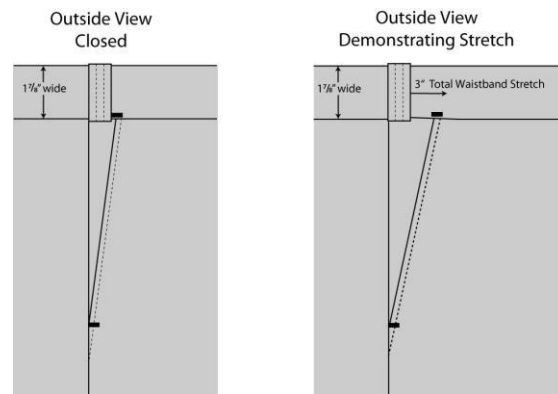


LINING MATERIAL:

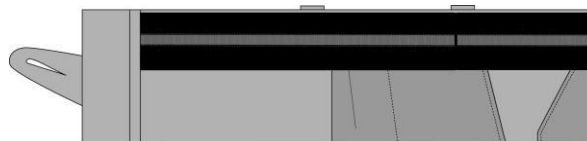
The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

FREEDOM-FLEX WAISTBAND SYSTEM:

Trouser shall be made with a special Freedom-Flex Waistband System that will allow the wearer waist expansion of 2 1/2" to 3". The waistband shall measure a minimum of 1-7/8" wide when finished. The flexible expansion split portion of the waistband shall be to the front of the trouser side seam and there shall be a ¾-inch wide side belt loop positioned to 'hide' the expansion split of the waistband.



The waistband curtain shall consist of two different styles for maximum waistband expansion to enhance wearer comfort, fit, and appearance. The front of the trouser (to the expansion split) waistband curtain style shall consist of a 2-inch wide elastic section that incorporates Tru-Grip, a ½" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Use of a single silicone strip or strips instead of ½" wide rubberized surface area shall be cause for rejection.)



The back half of the trouser waistband curtain shall finish a minimum 2-1/8" wide and is to be made of black pocketing material and shall be attached to the top of the trouser with a zigzag stitch. The waistband curtain must also contain Tru-Grip and will line up with the Tru-Grip on the front of the expansion split. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)

The waistband curtain is composed of a wet laid non-woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The ½" rubberized surface area is positioned 1-¼" up from the bottom of the curtain.

The specifications for the rubberized Tru-Grip curtain are as follows:

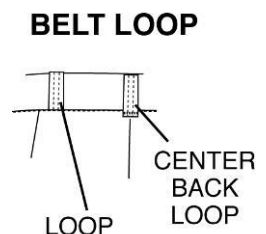
Width: 1-1/8-inch
Warp: 300 Denier Texturized Polyester
Filling: 300 Denier Texturized Polyester
Rubber: 55 Gauge
Count: 32-36 yarns per inch
Contents: 59% Polyester/41% Rubber

To complete the Freedom-Flex Waistband System, there shall be a 1-1/4" wide elastic component sewn into the back half of the waistband curtain to allow for the stretch and recovery of the waistband to comfortably fit the wearer's waist size. There shall be a bartack for strength and durability sewn at the stress point on the waistband where it joins the front elasticized waistband curtain joining stitching (positioned, on the waistband above the front pocket.)

The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with a 7/8" non-woven tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam of the trouser to be finished to allow for alterations (with ample fabric and curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be proportional to the waist outlet so the seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum stretch.

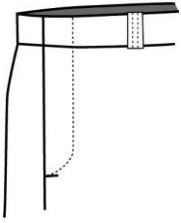
BELT LOOPS:

There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.



FLY:

"J" STITCH



Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same material and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J"

stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch.

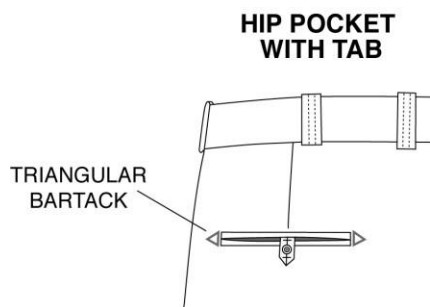
SEAT:

Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.

POCKETS:

The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 4-1/2" measured from the bottom of the opening. Front pockets to have firm straight bar tacks at bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facing and barrier to be made of the basic trouser fabric. Facing shall be a minimum of 1" and barrier shall measure a minimum of 2" (measured to the inside edge of pocket lining).

The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using



the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have triangular bartacks for reinforcement (use of straight bartacks shall be cause for rejection). Hip pocket facing and barrier are to be made of basic trouser fabric. Facing shall be a minimum of 3/4" and the barrier shall measure a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the

tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.

The watch pocket shall be located on the right front at the waistband. This pocket shall have a minimum opening of 2-5/8" and a minimum depth of 2-7/8". The front of the pocket shall be made of pocketing fabric and the back of the pocket shall be made of basic fabric and the two pieces are securely stitched together. Each corner of the pocket opening shall have firm straight bar tacks.

CREASES:

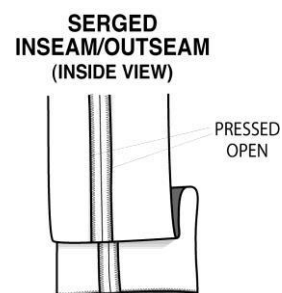
The leg creases, front and back will have a silicone bead put in by using the Lintrak process.

STITCHING, PRESSING & FINISHING:

Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Out seams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Trouser must be cleaned and finished to eliminate loose threads.

STOCK SIZES:

Trouser must be available from stock in the following sizes:



Women's

2 - 26

LABELS:

Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL or RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked.

Safariland
U1 Overt Carrier Front Opening

STYLE NUMBER:

U1_O_F

COLOR

NAVY

High/ Vis

Soil repellent 100% polyester shell fabric
Front hidden pocket with additional internal mesh pockets
Clamshell VELCRO® Brand hook and loop adjustable shoulder attachments
Adjustable sides
Quick access angled hidden gun pocket
 Available in front opening option only
" Front side opening loading plate pocket
Back top loading plate pocket
Discreet zippers for panel insertion
Front opening zipper design offers convenient on & off
Ribbed channel spacer cooling liner mesh throughout
High-profile VELCRO® Brand hook and loop for extra strength and durability
Back neck hidden drag strap



Description	Quantity	Model or ITEM #	Unit Cost
DUTY GEAR	1		
Bianchi Patrol Tekliner Belt	1	7225	45.94
Bianchi Ergotek Belt	1	8105	12.50
Sam Brown Duty Belt	1	7960	48.12
7360-832-411 RH 412 RL Mid Ride Level III w/Light, STX PB, Glock/Light	1	7360-832-411	111.38
Safariland OC MK-3 Pouch	1	38-4-13PBL	18.75
Safariland Single Belt Keeper	1	65-2	2.50
Safariland Double Belt Keeper	1	654	6.10
Safariland Open Top Cuff Case	1	090H-22	20.00
Safariland Closed Top Double Mag Pouch	1	77-83-13PBL	28.12
Safariland Radio Holder for APX6000	1	761-	25.17
Safariland Handcuff Strap	1	690	7.04
Safariland Open Top Baton Holder, STX Tac 21"	1	3010-21"-PB	21.00
S&W Hinge Handcuffs, Nickle	1	SW350096	28.00
S&W Chain Handcuffs, Nickle	1	SW350103	44.00
Monadnock PR24 XTS Expandable Polycarbonate w/Supergrip	1	1102	88.88

UNIFORM ITEMS	Quantity	Model or ITEM #	Custom Work on Each Item Included in Cost	UNIT COST
Flying Cross Marine Blue L/S Shirt	1	35W54-35	Shoulder Patches	35.04
Flying Cross Marine Blue L/S Shirt Ladies	1	126R5435Z	Shoulder Patches	38.56
Poly/Wool 4pkt Pant w/Stripe	1	47280-86	Dept. Stripe (French Blue)	68.95

UNIFORM ITEMS	Quantity	Model or ITEM #	Custom Work on Each Item Included in Cost	UNIT COST
Safariland 2.0 U1 Carrier	1	SBA-U1-FRNT-Navy/High Vis	Embroidery/Badge Patch	\$137.15
Flying Cross Hybrid Shirt S/S	1	85VS78-86	Patches /G.P.D Collars Embroidery	33.45
Flying Cross Hybrid Shirt L/S	1	35VS78-86	Patches /G.P.D Collars Embroidery	36.45
Flying Cross Poly Powerstretch Shirt S/S	1	92R78z-86	Dept Patches (Badge Patch/G.P.D collars)	46.07
Flying Cross Poly Powerstretch Shirt S/S Ladies	1	142R7886Z	Dept Patches (Badge Patch/G.P.D collars)	46.07
Flying Cross Poly Powerstretch Shirt L/S	1	42W78z-86	Dept Patches (Badge Patch/G.P.D collars)	49.22
Flying Cross Poly Powerstretch Shirt L/S Ladies	1	142R886Z	Dept Patches (Badge Patch/G.P.D collars)	49.22
Flying Cross Poly Stretch Waist Pant with T20 Zipper Cargo Pocket	1	TR070-86-REG-T20	Hem. NO STRIPE	64.66
Flying Cross Poly Stretch Waist Pant with T20 Zipper Cargo Pocket Ladies	1	TRO70 WT	Hem. NO STRIPE	64.66
Samuel Broome Clip-On Tie 18"-22"	1	90010, 90043, 90063	n/a	8.00
Blackinton B589 Badges (Rhodium)	1	B589-Rhodium	n/a	76.00
G.P.D Collar Pins	1	A7326	n/a	12.00
Blackinton J1 Silver Name Plate	1	J1-Silver	n/a	13.00
Blackinton Hat Badge	1	B615-Rhodium	n/a	64.00
Bayly Police Hat	1	09NM3A2 - NVY / 09WB2B1-White	n/a	89.00
Flying Cross Soft-Shell Jacket	1	54100a-86	Patches, Embroidery Heat- Press	119.00
Shell Coat/Waterproof Breathable	1	Flying Cross/Gerber style	Patches/Heat Press Lettering	170.50
5.11 48125 Reversible Hi-Vis Rain Coat	1	48125	"POLICE" Heat-Press Lettering	163.00

UNIFORM ITEMS	Quantity	Model or ITEM #	Custom Work on Each Item Included in Cost	UNIT COST
Premeir Emblems "POLICE" Safety Vest	1	PV3339P	n/a	35.00
Vertx Trouser	1	VTX8001DT	n/a	49.00
Vertx Combat Shirts - OD Green	1	VTX8525-OD	n/a	89.00
Vertx Pahntom Female Pant	1	VTX1205W	n/a	69.95
Taclite Pro Shirt	1	71175-724	Embroidery/Patches	67.00
Taclite Pro Pant	1	74273-724	n/a	49.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-270349

Date Filed:
10/10/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fernandez Investment Group DBA Cop Stop
Pearland, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

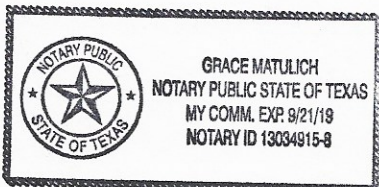
17-30
Police Uniforms

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fernandez Investment Group DBA Cop Stop	Pearland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Natalie Fernandez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Natalie Fernandez, this the 10th day of October, 20 17, to certify which, witness my hand and seal of office.

Grace Matulich
Signature of officer administering oath

Grace Matulich
Printed name of officer administering oath

Notary Public State of Texas
Title of officer administering oath



6831 Broadway St STE F
Pearland, TX 77581
(281) 412-7358

ONSITE CUSTOM EMBROIDERY & ALTERATIONS

Bidders Experience / Staff (Section 4.D)

Account Manager	Kaena Sayers
Title	Office and Account Manager
Contact	(281) 412-7358
Email	kaena.copstop@gmail.com
Years of Experience	7

Company's Years in Business: 14

Project Related Experience: We serve over 100 Accounts in the greater Houston Area, we hold some of the largest Ballistic Vest Contracts in this territory and our entire sales staff has been trained in custom armor sizing by Safariland.



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

December 1, 2017

Honorable Mayor and Members of Council
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Discuss and consider for action, authorizing the City Manager to execute the Air Traffic Control Tower Operating Agreement (TOA) between the Federal Aviation Administration (FAA) and Scholes International Airport, upon final approval of the City Attorney.

I. Background

- A. The FAA is renewing the TOA for each sponsor-owned FAA Contract Tower (FCT). This action is to ensure that the FAA stays in compliance with current FAA policies and directives, and to standardize and clarify the conditions under which the FAA will provide air traffic control services at sponsor-owned FCTs.
- B. The TOA outlines the requirements of both the FAA and the Airport Sponsor.
- C. The FAA agrees to fund the cost of the controllers, subject to the availability of funds, by contracting with a services provider of the FAA's choice. In this case, that service provider is Robinson Aviation (RVA), who has been providing this service since January 1, 2006.
- D. The Airport Sponsor agrees to provide, maintain and replace all non-FAA owned tower equipment, lighting controls, airfield lighting, and maintenance and upkeep of the tower facility.
- E. On November 29, 2012, the City Manager executed the current TOA between the FAA and the City of Galveston.

II. Current Situation

- A. The Airport received a request, dated October 31, 2017, from the FAA requesting the City sign the new TOA no later than February 20, 2018.
- B. Without a new TOA in place, continued FAA funding for the Air Traffic Controllers is in jeopardy.

III. Alternatives in Order of Priority:

- A. City Council approves authorizing the City Manager to execute the Air Traffic Control Tower Operating Agreement (TOA) between the Federal Aviation Administration (FAA) and Scholes International Airport.



- 1) **Benefit** – Approving this Agreement will ensure continued funding of the Controllers by the FAA.
- 2) **Cost** – Routine maintenance of the Control Tower is done using current budget line item accounts.

B. Do not approve the Request.

- 1) **Benefit** – None
- 2) **Cost** – None

IV. Recommendation:

Staff recommends City Council approves authorizing the City Manager to execute the Air Traffic Control Tower Operating Agreement (TOA) between the Federal Aviation Administration (FAA) and Scholes International Airport, upon final approval of the City Attorney.

V. Fiscal Impact Report:

Funding Source: N/A

Respectfully submitted,

Approved by:



Mike Shahan
Airport Director

Dan Buckley
Deputy City Manager

AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION (FAA)
AND
SCHOLES INTERNATIONAL AIRPORT

This Air Traffic Control Tower Operations Agreement (hereinafter “Agreement”), is hereby made and entered into this **2nd** day of **October, 2017**, by and between the Federal Aviation Administration (“FAA”) and the ***Scholes International Airport*** (“Airport Sponsor”) (collectively known as the “Parties”).

WITNESS

- I. WHEREAS, an Airport Traffic Control Tower (ATCT) will be or has been erected at (***8701 Cessna, Galveston, Texas 77554***), operating its airport known as (***Scholes International Airport***), located in (***Galveston, Texas***), hereinafter called the Airport; and,
- II. WHEREAS, it is in the public interest that the above described ATCT be operated by the FAA, subject to the availability of funds, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA’s choice, in accordance with standards established by the FAA;
- III. NOW, THEREFORE, the Parties agree to the following:
 1. DESCRIPTION OF THE PREMISES. The FAA shall have exclusive use and occupancy of the Premises, together with the right-of-way for ingress to and egress from the premises; all right-of-ways to be referred to as (***Scholes International Airport***), and reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations.
 2. The Airport Sponsor shall, at no expense to the FAA, provide, maintain and replace all non-FAA-owned tower equipment, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the FAA; all airport lighting which the FAA determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designed to be directly or remotely controlled from the Airport Traffic Control Tower and the Airport Sponsor shall be responsible for the proper and continued functioning of any locally installed lights or other device placed under the FAA’s control.

3. The Airport Sponsor shall be responsible for the preservation and maintenance of all Sponsor-Owned space, which maintenance shall ensure that the subject space is state/local-OSHA compliant, tenantable and fit for the purposes pursuant to which the Parties are entering into this Agreement. The Airport Sponsor shall provide and continually maintain, at no expense to the FAA, all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas, sewer, janitorial (to include washing tower cab windows and shades, interior and exterior, when necessary), and the security services necessary for the ongoing operation of Air Traffic Control (ATC) service.
4. The Airport Sponsor will provide a point of contact for FAA (or the FCT Contractor) for notification when any space or non-FAA equipment is in need of maintenance. In the event that such notice is provided, the FAA will determine if suspension of ATC services is necessary based on the impact/risk of the needed maintenance. The FAA will provide notice of any planned actions to suspend ATC services based upon facility maintenance needs.
5. The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the FCT Contractor's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning sponsor-owned equipment or building problems. In accordance with FAA Order 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, and reporting airport conditions. However, the terms and conditions set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.
6. The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with JO 1600.69, as may be amended. The airport sponsor will provide a point-of-contact to the FAA (or the FCT Contractor) to notify when security/access issues arise. The FAA will conduct periodic security inspections based upon the criteria identified in JO 1600.69, as may be amended. The FAA will determine if suspension of ATC services is necessary based upon the impact/risk associated with non-compliance with FAA Security directives. The FAA will provide as much notice as possible of any planned actions to suspend ATC services based upon security/access issues.

IV. CONSIDERATION

1. The Airport Sponsor is aware of the current FAA procedure to recalculate benefit/cost ratios periodically to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Sites with a benefit/cost ratio of less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

2. Operating Hours

- a. The FAA approved tower hours of operation will be **0600-1800** (local time).
- b. The FAA/ATC Contractor will collect hourly and daily traffic count data during tower operating hours.
- c. The FAA will conduct an annual review of traffic activity (in accordance with JO 7232.5, as may be amended) to validate operating hours are appropriate based upon the hourly traffic counts.
- d. The FAA will make appropriate annual adjustments to operating hours based upon the requirements outlined in JO 7232.5, as may be amended.
- e. If the Airport Sponsor requests ATC Services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental hours of operation may be achieved through an agreement with the air traffic control service provider, supplemental agreement with the FAA, or by other authorized means.

V. POINTS OF CONTACT

Airport Sponsor

Name: Mike Shahan
Title: Airport Director

Address: Scholes International Airport
2115 Terminal Drive
Galveston, Texas 77554
Phone: (409) 797-3590
airport@galvestontx.gov

FAA Program Implementation Manager

Abraham Oommen, PMP, Ph.D.
Program Implementation Manager (PIM)
Federal Contract Towers (FCT)
FAA, ATO Central Service Center
Planning and Requirements, AJV-C31, Room: 3S-406
10101 Hillwood Parkway
Fort Worth, TX 76177
Phone: (817) 222-4261
abraham.oommen@faa.gov

FAA Contracting Officer

Stephanie McKnight-Bailey
Contracting Officer, AAQ-230
Federal Aviation Administration
600 Independence Ave., SW
Washington, DC 20591

VI. CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by an FAA Contracting Officer (CO) and the representative or designee of the Airport Sponsor. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

VII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this Air Traffic Operations agreement, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

VIII. TERM OF THE AGREEMENT

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

IX. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

X. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Operations-Headquarters (AJT-2) will resolve the dispute. The decision of the Director of Operations-Headquarters is not subject to further administrative review and, to the extent permitted by law, is final and binding.

XI. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, its performance of this Agreement to the extent permitted by the law, including but not limited to applicable state laws. *(If necessary, Airport Sponsor may insert a description of any State laws that apply here.)*

XII. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by The Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with its performance under this Agreement.

XIII. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

XIV. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect.

XV. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

XVI. PRIOR AGREEMENTS

This agreement supersedes any prior Tower Operating Agreement signed by the parties.

AGREED:

Airport Sponsor

BY: _____

TITLE: _____

DATE: _____

Federal Aviation Administration

BY: _____

TITLE: _____

DATE: _____

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS AUTHORIZING AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE GRANT FUNDING AGREEMENT TERMS AND CONDITIONS UNDER FEMA GRANT APPLICATION FEMA-4332-DR-TX IN FURTHERANCE OF THE CITY'S APPLICATION FOR DISASTER RELIEF FUNDS TO MITIGATE DAMAGES CAUSED BY HURRICANE HARVEY, AUTHORIZING THE EXECUTION OF ANY FURTHER PAPERWORK WHICH MAY BE REQUIRED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND/OR THE TEXAS DEPARTMENT OF PUBLIC SAFETY/TEXAS DIVISION OF EMERGENCY MANAGEMENT, PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, in August 2017 the Gulf Coast of Texas was ravaged and laid to waste by Hurricane Harvey resulting in numerous deaths and extensive property loss across the State of Texas; and

WHEREAS, both the President of the United States and the Governor of Texas declared states of emergency in areas affected by the storm, and disaster relief has been made available to assist in recovery from the effects of the storm; and

WHEREAS, the City of Galveston was not spared by Hurricane Harvey and suffered damage to its infrastructure which requires remediation and/or replacement; and

WHEREAS, the City has made an application for FEMA disaster relief funds which are to be administered through the State of Texas' Department of Public Safety/Texas Division of Emergency Management (TDEM) and is now required to execute the funding agreement for grant number FEMA-4332-DR-TX as a condition of consideration for grant funding; and

WHEREAS, the City Council of the City of Galveston is of the opinion that execution of this funding agreement is in the best interest of the City and that staff should pursue this application with vigor and dispatch; and

WHEREAS, the City Council is of the opinion that the City Manager and/or his designee have the expertise to pursue and ultimately administer this grant and therefore should be authorized to execute the funding agreement along with any such further applications and/or paperwork to obtain this disaster relief grant for the benefit of the City .

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas directs the City Manager and/or his designee to execute the funding agreement for the grant identified as FEMA-4332-DR-TX, along with any such other applications or paperwork as may be required to obtain the grant funds for the City of Galveston.

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Manager to report on the status of the application in the event the application is granted in whole or in part

SECTION 4. This Resolution shall be and become effective on the date of its adoption.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 14th day of December 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2017.

Secretary for the City Council
of the City of Galveston

GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Department of Public Safety (DPS) / Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the grant recipient, City of Galveston, hereinafter referred to as the "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "SubGrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from DPS/TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
 2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM or DHS/FEMA to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after DPS/TDEM requests such refund

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

GRANT TERMS AND CONDITIONS

FEMA-4332-DR-TX

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov . The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

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suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to DPS/TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.dps.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate **profit as a separate element** where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

- J. **Audit.**
1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
 2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
 3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient

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from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or DPS/TDEM determines that changes are necessary to this Grant

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after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

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- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to “Debarment and Suspension” under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), DPS/TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant. The closeout of this Grant does not affect:

1. DHS/FEMA or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
 2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
 4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

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EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
- Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

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EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

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Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 - 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

GRANT TERMS AND CONDITIONS

FEMA-4332-DR-TX

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

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14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

GRANT TERMS AND CONDITIONS FEMA-4332-DR-TX

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

**GRANT TERMS AND CONDITIONS
FEMA-4332-DR-TX**

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$123,100) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a

GRANT TERMS AND CONDITIONS
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certificate of completion. **Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.**

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Completed record and cost documents for all approved work must be retained for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
12. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
13. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
14. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
15. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
16. 2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving State Management Costs (SMC). Currently, TDEM reserves all SMC to manage the states roles in the disaster. Subrecipients are entitled to claim Direct Administrative Costs for each of the projects it manages.

**GRANT TERMS AND CONDITIONS
FEMA-4332-DR-TX**

EXHIBIT G

Additional Grant Certifications

Match Certification

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

**GRANT TERMS AND CONDITIONS
FEMA-4332-DR-TX**

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

_____ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

_____ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

_____ State of Texas Assurances, hereinafter referred to as “Exhibit D”

_____ Environmental Review Certification, hereinafter referred to as “Exhibit E”

_____ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

_____ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

_____ Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Signature of Certifying Official

Date

Printed Name and Title



City of Galveston

CAPITAL PROJECTS STAFF REPORT

November 22, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consideration of a resolution authorizing the City Manager or his designee to execute the funding agreement under FEMA DR -4332 TX as well as any other applications or paperwork required by the Federal Emergency Management Agency (FEMA) or the Texas Division of Emergency Management (TDEM) as a result of Hurricane Harvey that occurred on or around August 25, 2017 impacting the City of Galveston, Galveston County.

I. Background

- A. During the week of August 25, 2017, Hurricane Harvey generated hurricane force winds and heavy rainfall in excess of 28 inches over a short period of time resulting in damages to multiple facilities owned and operated by the City of Galveston.
- B. The City submitted a Request for Public Assistance to TDEM in order for the city to qualify for federal disaster funding from FEMA. The City staff currently have identified approximately \$3.1 million dollars in damages that can be attributed to Hurricane Harvey that will be submitted to FEMA for consideration of funding.

II. Current Situation

- A. A Presidential Disaster Declaration was issued as a result of Hurricane Harvey damages that occurred during the week of August 25, 2017.
- B. In order to provide recovery funding due to this declaration, TDEM has forwarded the required funding agreement to the city for approval.
- C. Approval of this funding agreement is a requirement to receive Federal funding from TDEM.

IV. Alternatives in order of priority

- A. Approve the resolution authorizing the City Manager or his designee to execute the funding agreement under FEMA DR-4332 TX as well as any other applications or paperwork required by FEMA or TDEM as a result of Hurricane Harvey in order to receive eligible Federal funding from the state.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- B. Do not approve the resolution authorizing the City Manager or his designee to execute the funding agreement under FEMA DR-4332 TX as well as any other applications or paperwork required by FEMA or TDEM as a result of Hurricane Harvey and forfeit Federal disaster funds that would be eligible from the state.

V. Recommendation

Approve the resolution authorizing the City Manager or his designee to execute the funding agreement in order for the City to be eligible for Hurricane Harvey Federal funding.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P. E.
Director of Capital Projects

Cost of implementation: N/A

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





City of Galveston

CAPITAL PROJECTS STAFF REPORT

04 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval of a contract with RAC Industries, LLC., for the Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project (BID #18-001) in the amount of \$685,866.00 (Estimated total cost of project not to exceed \$709,616.00). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Historically, the City of Galveston has received Community Development Block Grant (CDBG) funding to provide for infrastructure improvements in low to moderate income (LMI) areas of the City.
- B. On 28 April 2016, the City Council approved GC Engineering, Inc to perform engineering design for Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St as a CDBG funded project.

II. Current Situation

- A. The Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project advertised for bids on 05 October 2017, with bid opening occurring on 31 October 2017.
- B. Five responsive bids were received:

	Total Bid
a. RAC Industries, LLC.	\$ 685,866.00
b. J. W. Kelso Company, Inc.	\$ 804,836.00
c. Tucon, LLC.	\$ 845,792.30
d. Ti-Zack Concrete, Inc	\$ 894,682.00
e. Main Lane Industries, LTD	\$ 987,180.00
- C. RAC Industries, LLC. is the lowest responsive bidder.

III. Impact or ramifications:

If not awarded, these needed improvements in the LMI areas of 4300 to 5200 blocks of Avenue L and 2800 to 3400 blocks of Avenue M will not be constructed.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve a contract with RAC Industries, LLC., for the Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project in the amount of \$685,866.00.
- B. Do not approve the request.

V. Recommendation

Approve a contract with RAC Industries, LLC., for the Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project in the amount of \$685,866.00.

VI. Fiscal Impact Report

Requested by:	Ross E. Blackketter, P.E. Director of Capital Projects
Funding Source:	\$ 484,958.22 2015 CDBG Funds \$ 184,957.78 2016 CDBG Funds \$ 40,000.00 District 1 Neighborhood Funds
Construction Cost	\$ 685,866.00
Construction Administration	\$ 13,750.00
Material Testing (estimated)	\$ 10,000.00
Total Cost of Implementation	\$ 709,616.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





GC Engineering, Inc.

2505 Park Avenue, Pearland, Texas 77581
Phone: (281) 412-7008, Fax: (281) 412-4623
www.gc-engineering.com

November 07, 2017

Mr. Daniel Christodoss, P.E.
City Engineer
City Hall, Public Works 4th Floor
City of Galveston
823 Rosenberg
Galveston, TX 77553

**Re: Sidewalk Construction for Avenue L from 53rd Street to 43rd Street and Avenue M
from 35th Street to 28th Street, City of Galveston, Texas
Bid Tabulation Results and Engineer's Recommendation Letter
GCE No.: C-0785
COG Bid No.: 18-001**

Dear Mr. Christodoss:

Bids for the construction of the above referenced Project were received and opened on October 31, 2017 at 3:00 p.m. at the City Hall, City of Galveston, Texas. A total of five bids were received.

Selection Review:

GC Engineering, Inc (GCE) reviewed the bids for completeness including properly posted bid bond, check for mathematical errors, and bid signature sheet. All bids were found to be complete.

Comparison of Engineer's Estimate and the bids

Bid Tabulation Sheet indicating the Engineer's Estimate and the bids received from the five bidders are attached.

<u>Bidder</u>	<u>Bid Amount</u>	<u>% Above/ Below Engineer's Estimate</u>
RAC Industries, LLC.	\$685,866.00	9.46% below
J.W. Kelso Company, Inc	\$804,836.00	6.24% above
Tucon, LLC	\$845,792.30	11.65% above
Ti-Zack Concrete, Inc	\$894,682.00	18.10% above
Main Lane Industries, LTD	\$987,180.00	30.31% above

GCE checked the bids for mathematical errors and no errors were observed in any of the bidders. Per bid tabulation, the lowest bidder is RAC Industries, LLC with a total bid amount of \$685,866.00.

We also contacted the three references provided by RAC Industries, LLC in bid document. The responses received from the references are positive and in favor with RAC Industries, LLC. This information, together with the bid documents received, were used to evaluate the experience and qualifications of RAC Industries, LLC.

Based on the above review, GCE recommends that the City award the contract to RAC Industries, LLC for above referenced project at a total contract price of \$685,866.00.

If you have any questions or need additional information, please contact me at (281) 412-7008, Ext. 104.

Sincerely,
GCE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Mahendra', with a horizontal line extending to the right.

Mahendra Rodrigo, P.E.
Principal

Enclosure:

A. Bid tabulation

M:\Projects\NC - 0785 - City of Galveston Sidewalk 3\ConstructionPhaseServices\171101-bid tabulation and recommendation\171107 COG Sidewalk3 - Recommendation Letter for Lowest Bidder.doc



CITY OF GALVESTON - SIDEWALK CONSTRUCTION - AVENUE L & M
AVENUE L FROM 3RD ST TO 4RD ST & AVENUE M FROM 3RD ST TO 25TH ST.
BID TABULATION

Bid Opening on October 31st, 2017 at 3:00PM at City Hall, City of Galveston

S. No.	Spec No.	ITEM DESCRIPTION	QTY	UNIT	RAC INDUSTRIES, LLC		J.W. KELSO COMPANY, INC.		TUCON, LLC		JI-ZACK CONCRETE, INC.		MAIN LANE INDUSTRIES, LTD		ENGINEER'S ESTIMATE	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SECTION 1 - GENERAL PROJECT ITEMS																
1	01505	Mobilization	1	LS	\$ 31,165.00	\$31,165.00	\$ 99,400.00	\$99,400.00	\$ 65,000.00	\$65,000.00	\$ 20,000.00	\$20,000.00	\$ 45,000.00	\$45,000.00	\$ 25,000.00	\$25,000.00
2	02105	Site Preparation	1	LS	\$ 5,405.00	\$5,405.00	\$ 29,120.00	\$29,120.00	\$ 28,300.00	\$28,300.00	\$ 20,000.00	\$20,000.00	\$ 50,000.00	\$50,000.00	\$ 30,000.00	\$30,000.00
3	01570	Traffic Control and Regulation in Accordance with Traffic Control	1	LS	\$ 4,140.00	\$4,140.00	\$ 11,200.00	\$11,200.00	\$ 6,480.00	\$6,480.00	\$ 15,000.00	\$15,000.00	\$ 40,000.00	\$40,000.00	\$ 20,000.00	\$20,000.00
4	01565	Stormwater Pollution Prevention Plan	1	LS	\$ 2,300.00	\$2,300.00	\$ 4,480.00	\$4,480.00	\$ 1,296.00	\$1,296.00	\$ 2,500.00	\$2,500.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00
5	02100	Clearing and Grubbing	2	AC	\$ 1,380.00	\$2,760.00	\$ 4,480.00	\$8,960.00	\$ 3,780.00	\$7,560.00	\$ 2,500.00	\$5,000.00	\$ 500.00	\$1,000.00	\$ 3,000.00	\$6,000.00
6	02955	Sodding, Complete in Place	4,000	SY	\$ 4.00	\$16,000.00	\$ 5.00	\$20,000.00	\$ 4.86	\$19,440.00	\$ 5.50	\$22,000.00	\$ 3.00	\$12,000.00	\$ 4.00	\$16,000.00
7	01535	Tree and Plant Protection	1	LS	\$ 1,740.00	\$1,740.00	\$ 336.00	\$336.00	\$ 1,944.00	\$1,944.00	\$ 1,500.00	\$1,500.00	\$ 25,000.00	\$25,000.00	\$ 7,000.00	\$7,000.00
8	01010	Remove and Relocate Existing Sign, Marker, School Sign Post or Mail Box	7	EA	\$ 287.50	\$2,012.50	\$ 280.00	\$1,960.00	\$ 135.00	\$945.00	\$ 200.00	\$1,400.00	\$ 350.00	\$2,450.00	\$ 1,000.00	\$7,000.00
9	01010	Reinforced Concrete Retaining wall, all thickness, 14-foot height maximum, complete in place	170	LF	\$ 52.90	\$8,993.00	\$ 112.00	\$19,040.00	\$ 81.00	\$13,770.00	\$ 100.00	\$17,000.00	\$ 90.00	\$15,300.00	\$ 30.00	\$5,100.00
10	DWG	Remove Existing Fence	6	LF	\$ 46.00	\$276.00	\$ 112.00	\$672.00	\$ 81.00	\$486.00	\$ 22.00	\$132.00	\$ 50.00	\$300.00	\$ 20.00	\$120.00
11	02953	Remove Trees, Tree Stump, Planter and Shrubs	12	EA	\$ 690.00	\$8,280.00	\$ 300.00	\$3,600.00	\$ 486.00	\$5,832.00	\$ 600.00	\$7,200.00	\$ 200.00	\$2,400.00	\$ 500.00	\$6,000.00
12	DWG	Rubber Pavers at Tree Root Conflict	320	SF	\$ 20.70	\$6,624.00	\$ 11.20	\$3,584.00	\$ 16.26	\$5,203.20	\$ 22.00	\$7,040.00	\$ 15.00	\$4,800.00	\$ 15.00	\$4,800.00
SUBTOTAL SECTION 1 - GENERAL PROJECT ITEMS (Bid Items 1 - 12):						\$ 39,695.50		\$ 202,352.00		\$ 196,256.20		\$ 118,772.00		\$ 208,250.00		\$ 137,020.00
SECTION 2 - PAVING ITEMS																
13	02076	Remove and Dispose of Existing Concrete or Asphalt Driveway with or without base, Sidewalks, Ramps, Walkways, Curb or Curb and Gutter, All Thickness, including Saw Cut	2,800	SY	\$ 4.60	\$12,880.00	\$ 11.20	\$31,360.00	\$ 17.25	\$48,244.00	\$ 9.25	\$25,900.00	\$ 5.00	\$14,000.00	\$ 20.00	\$56,000.00
14	02531	5-inch thick Reinforced Concrete Driveways, including Stabilized Subgrade, Expansion Joints, concrete curbs, Complete in Place	1,850	SY	\$ 63.30	\$117,105.00	\$ 67.20	\$124,320.00	\$ 77.76	\$143,856.00	\$ 82.00	\$151,700.00	\$ 100.00	\$185,000.00	\$ 75.00	\$138,750.00
15	02530	ADA Compliant Wheelchair Ramps including Truncated Domes, Asphalt Milling, concrete curb, Complete in Place	7,500	SF	\$ 16.10	\$120,750.00	\$ 22.40	\$168,000.00	\$ 15.12	\$113,400.00	\$ 11.00	\$82,500.00	\$ 20.00	\$150,000.00	\$ 15.00	\$112,500.00
16	02530	4 inch thick Concrete Sidewalk, including concrete walkways, sand bedding and Landings, Complete in Place	28,000	SF	\$ 6.90	\$193,400.00	\$ 5.60	\$156,960.00	\$ 8.37	\$234,611.10	\$ 6.00	\$168,180.00	\$ 9.00	\$252,270.00	\$ 8.00	\$224,240.00
17	DWG	12" Steel Culvert	12	LF	\$ 92.00	\$1,104.00	\$ 168.00	\$2,016.00	\$ 216.00	\$2,592.00	\$ 90.00	\$8,100.00	\$ 80.00	\$9,600.00	\$ 100.00	\$12,000.00
18	DWG	Gutter Box near Proposed Ramps	142	LF	\$ 103.50	\$14,697.00	\$ 168.00	\$23,856.00	\$ 297.00	\$42,174.00	\$ 50.00	\$7,100.00	\$ 60.00	\$8,520.00	\$ 120.00	\$17,040.00
19	02532	Concrete Curb and Gutter	150	LF	\$ 46.00	\$6,900.00	\$ 28.00	\$4,200.00	\$ 31.32	\$4,698.00	\$ 35.00	\$5,250.00	\$ 35.00	\$5,250.00	\$ 5.00	\$750.00
20	02582	Pavement Marking - 1" White Crosswalk	3,300	LF	\$ 2.30	\$7,590.00	\$ 5.60	\$18,480.00	\$ 3.13	\$10,329.00	\$ 10.00	\$33,000.00	\$ 2.50	\$8,250.00	\$ 1.50	\$4,950.00
21	02582	Pavement Marking - 2" White Stop Bar	700	LF	\$ 4.60	\$3,220.00	\$ 11.20	\$7,840.00	\$ 5.94	\$4,158.00	\$ 20.00	\$14,000.00	\$ 5.00	\$3,500.00	\$ 2.50	\$1,750.00
SUBTOTAL SECTION 2 - PAVING ITEMS (Bid Items 13 - 21):						\$ 477,653.00		\$ 537,040.00		\$ 604,062.10		\$ 488,710.00		\$ 704,430.00		\$ 557,180.00



CITY OF GALVESTON - SIDEWALK CONSTRUCTION - AVENUE L & M
AVENUE L FROM 53RD ST TO 43RD ST & AVENUE M FROM 35TH ST TO 28TH ST.
BID TABULATION

Page 2 of 2
11/14/2017

Bid Opening on October 31st, 2017 at 3:00PM at City Hall, City of Galveston

					RAC INDUSTRIES, LLC		J.W. KELSO COMPANY, INC.		TUCON, LLC		TI-ZACK CONCRETE, INC.		MAIN LANE INDUSTRIES, LTD		ENGINEER'S ESTIMATE	
S. No.	Spec No	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SECTION 3 - UTILITY ITEMS																
22	02627	Remove and Reinstall Water Meter with new Box, including Pipe Fittings and Accessories, all sizes, Complete in Place.	2	EA	\$ 1,035.00	\$2,070.00	\$ 1,000.00	\$2,000.00	\$ 648.00	\$1,296.00	\$ 1,600.00	\$3,200.00	\$ 500.00	\$1,000.00	\$ 675.00	\$1,350.00
23	02607	Adjust Gate Valve	1	EA	\$ 977.50	\$977.50	\$ 500.00	\$500.00	\$ 378.00	\$378.00	\$ 500.00	\$500.00	\$ 500.00	\$500.00	\$ 500.00	\$500.00
SUBTOTAL SECTION 3 - UTILITY ITEMS (Bid Items 22 - 23):						\$ 3,047.50		\$ 2,500.00		\$ 1,674.00		\$ 3,700.00		\$ 1,500.00		\$ 1,850.00
TOTAL BASE BID COST:						\$ 570,396.00		\$ 741,892.00		\$ 761,992.30		\$ 611,182.00		\$ 914,180.00		\$ 696,050.00
SECTION 4 - EXTRA UNIT ITEMS																
24	2532	Concrete Curb	300	LF	\$ 4.60	\$1,380.00	\$ 4.48	\$1,344.00	\$ 15.50	\$4,650.00	\$ 35.00	\$10,500.00	\$ 15.00	\$4,500.00	\$ 5.00	\$1,500.00
25	02318	Extra Hand Excavation	200	CY	\$ 9.20	\$1,840.00	\$ 16.80	\$3,360.00	\$ 50.00	\$10,000.00	\$ 30.00	\$6,000.00	\$ 20.00	\$4,000.00	\$ 20.00	\$4,000.00
26	02221/02751	Remove and Replace Pavement with or without Asphalt	200	SY	\$ 115.00	\$23,000.00	\$ 11.20	\$2,240.00	\$ 15.75	\$3,150.00	\$ 60.00	\$12,000.00	\$ 60.00	\$12,000.00	\$ 50.00	\$10,000.00
27	03315	Reinforced Concrete - Class A, including Forms	200	CY	\$ 222.00	\$44,400.00	\$ 112.00	\$22,400.00	\$ 175.00	\$35,000.00	\$ 600.00	\$120,000.00	\$ 150.00	\$30,000.00	\$ 100.00	\$20,000.00
28	03315	Unreinforced Concrete (Minimum 3000 psi), with or without Forms	200	CY	\$ 207.00	\$41,400.00	\$ 112.00	\$22,400.00	\$ 145.00	\$29,000.00	\$ 600.00	\$120,000.00	\$ 100.00	\$20,000.00	\$ 80.00	\$16,000.00
29	DWG	Milling Asphalt Pavement	500	SY	\$ 6.90	\$3,450.00	\$ 22.40	\$11,200.00	\$ 4.00	\$2,000.00	\$ 30.00	\$15,000.00	\$ 5.00	\$2,500.00	\$ 20.00	\$10,000.00
SUBTOTAL SECTION 4 - EXTRA UNIT ITEMS (Bid Items 24 - 29):						\$ 115,470.00		\$ 62,944.00		\$ 83,800.00		\$ 283,500.00		\$ 73,000.00		\$ 61,500.00
TOTAL CONSTRUCTION COST:						\$ 685,866.00		\$ 804,836.00		\$ 845,792.30		\$ 894,682.00		\$ 987,180.00		\$ 757,550.00
ORIGINAL AMOUNT BY CONTRACTOR IN BID PROPOSAL:						\$ 685,866.00		\$ 804,836.00		\$ 845,792.30		\$ 894,682.00		\$ 987,180.00		



City of Galveston

CAPITAL PROJECTS STAFF REPORT

06 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #2 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,470,897.45 by the amount of \$269,632.43 to a new cost of \$3,740,529.88, and increasing the term by 30 calendar days to 340 days. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.1 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Many of the City's Streets were damaged during Hurricane Ike in 2008.
- B. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- C. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- D. On 22 March 2012, the City Council approved AECOM Technical Services, Inc. to perform design and construction phase services for the Reconstruction of Market Street from 25th Street to 19th Street project (originally 33rd Street to 14th Street).
- E. Due to budget constraints, the project was reduced from the original scope of 33rd Street to 14th Street to the reduced limits of 25th Street to 19th Street.
- F. Main Lane Industries, Ltd. was the low responsive bidder and was awarded the contract by Council Approval on 22 June 2017 in the amount of \$3,364,289.45.
- G. This contract was subsequently increased by \$106,608.00 to a total of \$3,470,897.45 in Change Order #1 on 28 September 2017.

II. Current Situation

- A. In the process of excavating Market Street, the contractor discovered a set of trolley rails beneath the eastbound lane of pavement.
- B. These rails need to be removed in order to proceed with the construction of the roadway and associated infrastructure.
- C. The Texas Historical Commission has previously reviewed the historic nature of trolley rails beneath Market Street and gave permission for their removal with no restrictions.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- D. In addition, various conflicts with underground utilities has resulted in the need to install additional water valves, adjust line sizes, and modify the means of performing certain types of work.
- E. Main Lane Industries, Ltd. has requested an additional \$269,632.43 and 30 calendar days for the extra work involved in the removal of the rails and the additional items mentioned above.

III. **Impact or ramifications:**

Failure to remove the trolley rails and provide for the other required changes will prevent the reconstruction of the street as intended.

IV. **Alternatives in order of priority**

- A. Approve Change Order #2 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,470,897.45 by the amount of \$269,632.43 to a new cost of \$3,740,529.88, and increasing the term by 30 calendar days to 340 days.
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order #2 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,470,897.45 by the amount of \$269,632.43 to a new cost of \$3,740,529.88, and increasing the term by 30 calendar days to 340 days.

VI. **Fiscal Impact Report**

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: CDBG DR Non-Housing Round 2.1

Construction Cost	\$ 3,740,529.88	(increase of \$269,632.43)
<u>Construction Administration</u>	<u>\$ 107,011.00</u>	
Total Cost of Implementation	\$ 3,847,540.88	

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: (Name & Address) AECOM 19219 Katy Freeway, Suite 100 Houston, TX 77094 Phone No.: (281) 646-2400	Owner (Contractor Locality): (Name & Address) City of Galveston 823 Rosenberg, Room 205 Galveston, TX 77550 Phone No.: (409) 797-3630	Contractor: (Name & Address) Main Lane Industries, LLC. 14115 Luthe Road, Suite 100 Houston, TX 77039 Phone No.: (713) 896-3141 Agreement Date: 07/13/2017
Date: 12/04/2017 Project Code No.: P26505A-4 Bid Package No.: 260321-1_BID1	Contract For (Project Description): Reconstruction of Roadway & Associated Underground Utilities Market Street (25 th St – 19 th St)	GLO Contract No.: 11-337-000-5356/ DRS210051 Change Order No.: 02

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
40	Lime/Fly Ash Stabilized Subgrade 8-inch: 16,333 SY @ 6.00/SY	\$97,998.00	
40A	Cement Stabilized Subgrade 8-inch: 16,466 SY @ 6.00/SY		\$98,796.00
42	7" Thick Jointed Reinforced Concrete Pavement: 133 SY @ \$45.00/SY		\$5,985.00
70	24" RCP by Open Cut: 30 LF @ \$130.00/LF		\$3,900.00
71	18" RCP by Open Cut: 10 LF @ \$100.00/LF		\$1,000.00

72	24" RCP by Trenchless Method: 50 LF @ \$280.00/LF	\$14,000.00	
73	18" RCP by Trenchless Method: 68 LF @ \$250.00/LF	\$17,000.00	
87	10" Diameter PVC DR18 Waterline by Open Cut with Restrained Joints: 108 LF @ \$170/LF	\$18,360.00	
89	10" Diameter Wet Connection: 2 EA @ \$2,000/EA	\$4,000.00	
136	Extra Placement of Backfill Material: 693 CY @ \$50.00/CY		\$34,650.00
144	10"X10" Tapping Sleeve & Valve: 2 EA @ \$8,200.00	\$16,400.00	
145	16"X16" Tapping Sleeve & Valve: 1 EA @ \$21,000.00	\$21,000.00	
151	Removal of rail track and concrete foundation in roadway section: 2,254 LF @ \$38.89/LF		\$87,658.06
152	24" Wood Box Tunnel: 40 LF @ \$1,752.34/LF		\$70,093.60
153	18" Wood Box Tunnel: 20 LF @ \$1,707.68/LF		\$34,153.60
154	12-inch Waterline Deviation: 1 LS @ \$26,233.11		\$26,233.11
155	12" Waterline by Open Cut: 120 LF @ \$197.52/LF		\$23,702.40
156	12" Wet Connection: 2 EA @ \$2,587.17		\$5,174.34
157	12" Insertion Valve Installation: 2 EA @ \$18,962.12/EA		\$37,924.24
158	10" Insertion Valve Installation: 2 EA @ \$14,560.04/EA		\$29,120.08

<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$3,364,289.45	Original Contract Time:	240 days
Previous Change Order(s): No. 1 to No. 1	\$106,608.00	Net Change From Previous Change Orders:	70 days
Contract Price Prior to this Change Order:	\$3,470,897.45	Contract Time Prior to this Change Order:	310 days
Net Increase/Decrease of this Change Order:	\$269,632.43	Net Increase/Decrease of this Change Order:	30 days
Contract Price With all Approved Change Orders:	\$3,740,529.88	Contract Time With all Change Orders:	340 days

Cumulative Percent Change in Contract Price (+/-): +11.18%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2018
Construction Contract Start Date: (mm/dd/yy) 08 / 02 / 2017	Construction Contract End Date: (mm/dd/yy) 07 / 08 / 2018

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: 

AECOM

(ENGINEER)

Date: 12/6/2017

APPROVED:

By: _____

CITY OF GALVESTON

(OWNER)

Date: _____

ACCEPTED:

By: 

MAIN LANE INDUSTRIES

(CONTRACTOR)

Date: 12/6/17

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☒ Increase

☐ Decrease

☐ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain: Unforeseen field conditions: Rails discovered in the south side of street, 12" waterline on 25" Street created conflict for storm sewer installation, jack & bore method for storm sewer installation not adequate due to sanitary sewer conflict, different water line pipe size encountered for connection in the field to install 10' water line. There were no bid items for these.

5. Has this change created new circumstances or environmental

conditions which may affect the project's impact, such as

concealed or unexpected conditions discovered during actual

construction?

☐ Yes

☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)

clearance still valid? (if applicable)

☒ Yes

☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only)

☒ Yes

☐ No

8. Are the handicapped access requirements/approval

still valid? (if applicable)

☒ Yes

☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☒ Yes

☐ No

(If no, specify):

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



AECOM
19219 Katy Freeway
Suite 100
Houston, TX 77054
www.aecom.com

281 646 2400 tel
281 646 2401 fax

December 5, 2017

Ross E. Blacketter, P.E.
Director of Capital Projects
City of Galveston
14115 Luthe Road
Houston, Texas 77039

RE: Change Order Recommendation for Approval: CO#2 – 12" Waterline Work, Wooden Box Tunnel, Waterline Insertion Valves, and South Rail Removal Market Street Reconstruction from 25th to 19th Street AECOM Project No. 60264630

Dear Mr. Blacketter:

AECOM Technical Services, Inc. (AECOM) has received and reviewed Main Lane Industries, LLC. (Main Lane) change order proposals for the 60264630 Market Street Reconstruction from 25th to 19th Street. The proposals include the installation of the wood box tunnel, 12-in water line deviation work on 25th Street, 12-inch water line size change on 22nd Street, 12-inch and 10-inch insertion valves on 22nd and 20th Street, and removal of rail tracks on the south side of Market Street.

Please find and accept AECOM's letter of recommendation for approval for Change Order No. 2 in the amount of \$269,632.43. Please find the following detail information below for the proposals that have been submitted to and reviewed by AECOM:

1. AECOM is in acceptance of proposal no. 2 – 12-inch Waterline Deviation for the relocation of the existing 12-inch waterline in conflict with the proposed storm sewer. The cost is **\$33,016.11**.
2. AECOM is in acceptance of proposal no. 3 –Wood Box Tunnel for the installation of storm sewer pipe underneath the existing railways on 23rd and 20th Street. The project was bid for jack & bore however due to pipe size restriction and existing utility conflict an alternative method is proposed in to install the storm sewer system. The cost is **\$78,147.20**.
3. AECOM is in acceptance of proposal no. 4 – 10-inch to 12-inch Waterline Size Change on 22nd Street. During construction activity due to waterline activity discovery. The cost is **\$6,516.74**.
4. AECOM is in acceptance of proposal no. 5 – 12-inch Insertion valves for the 12-inch waterline on 22nd Street. This is to isolate the water supply line within the project limits in order for the contractor to continue work. The cost is **\$16,924.24**.
5. AECOM is in acceptance of proposal no. 7 – 10-inch insertion valves for the 10-inch waterline on 20th Street. This is to isolate the water supply line within the project limits in order for the contractor to continue work. The cost is **\$12,720.08**.
6. AECOM is in acceptance of proposal no. 8 – South Rail Removal for Market Street. This is the removal of the rails on the south side of Market Street from 25th to 19th Street. The cost is **\$122,308.06**.
7. AECOM has reviewed the time extension for the 12-inch Waterline Deviation in item 1 and the removal of the rail on the south side of Market Street in item 6. AECOM is in acceptance of the 30 calendar day's request.



Mr. Ross Blackketter, P.E.

December 5, 2017

Page 2

Please find attached Main Lane's proposals for Change Order No. 2 along with AECOM's letter of recommendation for approval. If the City is in acceptance of AECOM's recommendation with the attached change order proposals please find the GLO Form for the City's signature for approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andres Berdugo", is written over a horizontal line.

Andres Berdugo

Project Manager

Attn: Attachment A – MC² Proposal No. 2 12" Waterline Deviation
Attachment B – MC² Proposal No. 3 Wood Box Tunnels
Attachment C – MC² Proposal No. 4 10" – 12" Waterline Size Change
Attachment D – MC² Proposal No. 5 12" Insertion Valves
Attachment E – MC² Proposal No. 7 10" Insertion Valves
Attachment F – MC² Proposal No. 8 Rail Removal South Side of Market

Cc: City of Galveston – Jimmy Hamilton, Trina Jankowski, Darren Miller
Main Lane – Billy Hamilton, P.E., Ed Henkel, Jim Lawler
CPS



City of Galveston

CAPITAL PROJECTS STAFF REPORT

December 4, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

Re: Consider for approval of the low responsive bidder (BID #18-003) J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project in the amount of \$10,732,495 (base bid). The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.2 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- B. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- C. The construction of a new Public Works and Utilities facility was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- D. The General Land Office approved Lockwood, Andrews & Newnam, Inc. to provide architectural design services for the City of Galveston Public Works Facility project.

II. Current Situation

- A. The City of Galveston Public Works Facility project advertised for bids on October 26, 2017, with bid opening occurring on November 28, 2017.
- B. Three responsive bids were received:

	Total Bid
a. J. W. Kelso Company, Inc.	\$ 10,732,495
b. Lucas Construction Co., Inc.	\$ 11,600,000
c. Vaughn Construction	\$ 12,379,000
- C. J. W. Kelso Company, Inc. is the lowest responsive bidder.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Issues

The design architect has reviewed the bids and deems that it is appropriate to award be made to the lowest responsive bidder, J. W. Kelso Company, Inc., for the bid amount of \$10,732,495 for the base bid only.

IV. Alternatives in order of priority

- A. Approve a contract with J. W. Kelso Company, Inc., in the amount of \$10,732,495 for the City of Galveston Public Works Facility project.
- B. Do not approve the contract.

V. Recommendation

Approve the contract with J. W. Kelso Company, Inc., in the amount of \$10,732,495 for the City of Galveston Public Works Facility project.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P. E.
Director of Capital Projects

Funding Source: CDBG DR Non-Housing Round 2.2

Construction Cost	\$ 10,732,495 (base bid plus alternates)
<u>Construction Administration</u>	<u>\$ 391,597</u>
Total Cost of Implementation	\$ 11,124,092

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

December 5, 2017

Mr. Ross Blacketter, Director of Public Infrastructure
City of Galveston
823 Rosenberg
Galveston, Texas 77553

RE: City of Galveston Public Works Facility – Bid No. 18-003

Dear Mr. Blacketter:

LAN has conducted a review of the bid documents for the proposed Public Works Facility submitted on Tuesday, November 28, 2017. Our evaluation and recommendations are set forth below.

Responsive bids were received from Lucas Construction Company, Inc.; J.W. Kelso Company, Inc.; and J.T. Vaughn Construction, LLC. A bid submitted by Patriot Contracting, LLC was deemed non-responsive due to a lack of mandatory, required certifications and signatures.

Bid Price Analysis

Lucas Construction submitted a total bid price of \$11,600,000.00. The total bid price includes lump sum amounts of \$4,000,000.00 and \$2,000,000.00 for the Administration Building and the Warehouse, respectively. A cost of \$315,000.00 was identified for Alternate No. 1, bringing the total price plus alternate to \$11,915,000.00.

J.W. Kelso submitted a total bid price of \$10,732,495.00. The total bid price includes lump sum amounts of \$7,040,912.00 and \$1,084,583.00 for the Administration Building and the Warehouse, respectively. A cost of \$291,045.00 was identified for Alternate No. 1, bringing the total price plus alternate to \$11,023,540.00. Of the three responsive bids received, this is the low bid.

Vaughn Construction submitted a total bid price of \$12,379,000.00. The total bid price includes lump sum amounts of \$5,444,229.00 and \$1,464,518.00 for the Administration Building and the Warehouse, respectively. A cost of \$145,000.00 was identified for Alternate No. 1, bringing the total price plus alternate to \$12,524,000.00.

Mr. Ross Blacketter, Director of Public Infrastructure
City of Galveston
December 5, 2017
Page 2

References

LAN conducted a survey of each bidder's references with respect to response, quality of work, timeliness, communication, cost control and closeout. The findings are as follows:

- Lucas Construction: The survey indicates satisfaction results ranging from Very Good to Excellent, with a positive recommendation.
- J.W. Kelso: The survey indicates satisfaction results ranging from Average to Excellent; there were more positive recommendations than negative.
- J.T. Vaughn: The survey indicates satisfaction results of Excellent, with positive recommendations.

Recommendations

It is LAN's opinion that all three of the responsive bidders are capable of delivering the proposed Public Works Facility in a satisfactory manner. The advantage in terms of bid price belongs to J.W. Kelso Company, Inc. LAN has no objection to awarding the contract for construction to J.W. Kelso as the successful bidder.

Regards,



Terrell N. Musgrove, AIA
Program Manager

C: Charles Kenworthy, City of Galveston
Dudley Anderson, City of Galveston
Susan Serrano, City of Galveston
Trina Jankowski, City of Galveston
Maureen Mahoney, General Land Office
Joe Waterfield, LAN
JP Grom, LAN
Jon Jelinek, LAN



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

City of Galveston
Public Works Facility
Bid No. 18-003
Bid Evaluation
December 1, 2017

Bidder	Lucas Construction Company, Inc.	J.W. Kelso Company, Inc.	J.T. Vaughn Construction, LLC	Patriot Contracting, LLC
Responsive (Y/N)	Y	Y	Y	N
Addenda				
Acknowledge Addendum I, dated 11/06/2017 (Y/N)	Y	Y	Y	
Acknowledge Addendum II, dated 11/21/2017 (Y/N)	Y	Y	Y	
Total Bid Price	\$11,600,000.00	\$10,732,495.00	\$12,379,000.00	
Amount Over (Under) GLO Authorization:	\$2,393,852.00	\$1,526,347.00	\$3,172,852.00	
% Over (Under) GLO Authorization:	12.60%	11.66%	13.45%	
Lump Sum Amount - Administration Building	\$4,000,000.00	\$7,040,912.00	\$5,444,229.00	
Lump Sum Amount - Warehouse	\$2,000,000.00	\$1,084,583.00	\$1,464,518.00	
Remainder	\$5,600,000.00	\$2,607,000.00	\$5,470,253.00	
Alternates				
Alternate No. 1: PEMB Extended Canopy	\$315,000.00	\$291,045.00	\$145,000.00	
Total Bid Price + Alternate	\$11,915,000.00	\$11,023,540.00	\$12,524,000.00	
Amount Over (Under) GLO Authorization:	\$2,708,852.00	\$1,817,392.00	\$3,317,852.00	
Unit Prices				
General Excavation/cubic yard	\$15.00	\$15.30	\$13.00	
Trench Excavation/cubic yard	\$15.00	\$15.30	\$66.00	
Fill/cubic yard	\$20.00	\$20.40	\$18.00	
P1 Drilled Piers/lineal foot	\$100.00	\$102.00	\$93.00	
P2 Drilled Piers/lineal foot	\$103.00	\$105.06	\$97.00	
P3 Drilled Piers/lineal foot	\$230.00	\$234.60	\$171.00	
Site Retaining Wall/cubic yard	\$300.00	\$306.00	\$709.00	
4" Concrete Paving/square yard	\$45.00	\$45.90	\$52.00	
6" Concrete Paving/square yard	\$50.00	\$51.00	\$54.00	
8" Concrete Paving/square yard	\$57.00	\$58.14	\$58.00	
Sloped Concrete Paving/square yard	\$90.00	\$91.80	\$99.00	
6" Storm Drain/lineal foot	\$20.00	\$20.40	\$39.00	
8" Storm Drain/lineal foot	\$25.00	\$25.50	\$39.00	
10" Storm Drain/lineal foot	\$30.00	\$30.60	\$41.00	
12" Storm Drain/lineal foot	\$50.00	\$51.00	\$38.00	
15" Storm Drain/lineal foot	\$65.00	\$66.30	\$63.00	
18" Storm Drain/lineal foot	\$75.00	\$76.50	\$85.00	
6" Sanitary Sewer/lineal foot	\$20.00	\$20.40	\$35.00	
8" Sanitary Sewer/lineal foot	\$25.00	\$25.50	\$42.00	
3" Irrigation Sleeve/lineal foot	\$10.00	\$10.20	\$10.00	
2-1/2" Domestic Water/lineal foot	\$15.00	\$15.30	\$15.00	
6" Fire Protection/lineal foot	\$75.00	\$76.50	\$28.00	
Chain Link Fencing/lineal foot	\$25.00	\$25.50	\$30.00	
Ornamental Fencing/lineal foot	\$125.00	\$127.50	\$122.00	
Bid Bond	5% GAB	5% GAB	5% GAB	



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Date: November 20, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Angelo Grasso, Director of Municipal Utilities

Subject: Consider approval of lowest proposal from American Underwater Services, Inc. for the removal of sediment from the Galveston Country Club pond at a cost of \$19,700.00. Funding source is the Operating Expenditure Fund. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background:

- A. The Pirates Beach Wastewater Treatment Plant (WWTP) discharges effluent into the ponds at the Galveston Country Club.
- B. The Galveston Country Club uses the effluent for irrigation, reducing water consumption by the golf course.
- C. This provides for additional protection to the environmentally sensitive bay by allowing further natural treatment in addition to the WWTP treatment process.

II. Current Situation:

- A. The large pond at the golf course is having sediment build up, interfering with the discharge from the Pirates Beach WWTP and the ability of the country club to pump water for irrigation.
- B. Quotes were solicited from three vendors to remove the sediment with the following responses:

1. American Underwater Services Inc.	\$19,700.00
2. Organic Sediment Removal Systems, LLC	\$19,750.00
3. U.S. Aqua Vac Inc.	\$20,705.00

American Underwater Services Inc. submitted the low quote for this work.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

III. Alternatives:

- A. **ACCEPT** the quote from American Underwater Services Inc. to remove the sediment from the Galveston Country Club pond for the amount of \$19,700.00.
- B. **DO NOT ACCEPT** the quote from American Underwater Services Inc.

V. Recommendation:

Approve accepting the quote from American Underwater Services Inc. to remove the sediment from the Galveston Country Club pond for the amount of \$19,700.00.

VI. Fiscal Impact Report

Requested by:	Angelo Grasso Director of Municipal Utilities
Funding Source:	4210-611817-531110-460200
Costs of implementation:	\$19,700.00

Respectfully Submitted,

Angelo Grasso
Director of Municipal Utilities

Forwarded for Approval,

Brandon Cook
Assistant City Manager of Development
and Municipal Services



CONTRACT FOR CONSTRUCTION SERVICES
Silt Removal For City of Galveston – Galveston Country Club

This Contract (the "Contract") is made and entered into this _____ day of November, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and American Underwater Services, Inc., a Texas corporation, located at 3008 Joyce Drive, Fort Worth, Texas 76116.

WHEREAS, the City of Galveston desires to obtain construction services in connection with silt removal at the Galveston Country Club, located at 14228 Stewart Rd., Galveston, Texas 77554, within the City of Galveston ("City") and American Underwater Services, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Silt Removal for City of Galveston
At Galveston Country Club, 14228 Stewart Rd., Galveston, Texas 77554

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS**: Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed on, or before January 31, 2018, unless sooner terminated under the terms set forth herein.
6. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work. It is expressly understood and agreed, by and between Company and the City, that the time for the

completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. **ACCESS TO INFORMATION:** It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. **SCHEDULE AND DELIVERABLES:** Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. **APPROPRIATIONS:** The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. **FINAL COMPLETION AND ACCEPTANCE:** Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

- (a) the work is found completed or substantially completed in accordance with the contract documents, and
 - (b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.
- Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. **ABANDONMENT BY COMPANY:** In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will

ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10. A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due. In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property. After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its

machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. **COMPENSATION:** The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Nineteen Thousand Seven Hundred dollars and zero cents. (\$19,700.00).* Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **PO Box 126216, Fort Worth, Texas 76126**. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company

with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis"

17. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. **SUBCONTRACTOR:** The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. **PERMITS:** Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. **ADJACENT STRUCTURES:** Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. **PROTECTION OF PERSONS AND PROPERTY:** Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. **SANITATION:** Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. **CONSTRUCTION:** In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. **NO WAIVER:** The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. **ENTIRE AGREEMENT:** This Contract incorporates all provisions of the attached proposal for Silt Removal from the Galveston Country Club Pond within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. **ATTORNEY'S FEES:** In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. **COPYRIGHT:** No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. **NOTICES:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

American Underwater Services, Inc.
PO Box 126216
Fort Worth, Texas 76126

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

American Underwater Services, Inc.

By: _____
Brian Maxwell, City Manager

By: Marty Pearce
Marty Pearce, Sales Account Manager

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
TARRANT COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared MARTY PEARCE of Company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1ST day of DECEMBER, 2017.



[Signature]
Notary Public in and for
The State of Texas



AMERUND-01

OVALDEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	CONTACT NAME: PHONE (A/C, No. Ext): (713) 690-6000 FAX (A/C, No.): (713) 690-6020 E-MAIL ADDRESS:														
INSURED American Underwater Services, Inc. PO Box 126216 Fort Worth, TX 76126	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Great American Insurance Co.</td><td>16691</td></tr><tr><td>INSURER B: Mercury County Mutual Insurance</td><td>29394</td></tr><tr><td>INSURER C: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Co.	16691	INSURER B: Mercury County Mutual Insurance	29394	INSURER C: Texas Mutual Insurance Company	22945	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		OMN391957002	02/03/2017	02/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 POLLUTION \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BA420000010322	02/03/2017	02/03/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001325669	05/17/2017	05/17/2018	☒ PER ☐ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract Number: City of Galveston is COG-CON-17-218

RE: Silt Removal for City of Galveston, At Galveston Country Club, 14226 Stewart Rd., Galveston, Texas 77554

Marine General Liability Policy includes Additional Insured endorsements #GAI2391 and GAI2298 which apply when required by written contract signed by the Named Insured prior to a loss. It also includes a Waiver of Subrogation endorsement #GAI2392 which applies when the Named Insured has agreed by written contract to furnish such a waiver. It further includes a Primary and Non-contributory endorsement #GAI2296 when the named insured has agreed by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Galveston Purchasing Division 823 Rosenberg Galveston, TX 77550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Cravens Warren Insurance Agency, Inc.		NAMED INSURED American Underwater Services, Inc. PO Box 126216 Fort Worth, TX 76126	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance****Description of Operations/Locations/Vehicles:**

Auto Policy includes the Mercury Broadening Endorsement #MCA85101215 which provides Additional Insured and Waiver of Subrogation status to a person or organization that the Named Insured is required to include as additional insured due to a contract or agreement executed prior to the loss, and also provides primary and non-contributory when the named insured has agreed by written contract.

The Workers Compensation Policy includes blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Form #WC420304B

House Bill 89 Verification

I, Marty Pearce (Person name), the undersigned representative of (Company or Business Name) American Underwater Services (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

11-24-17
DATE

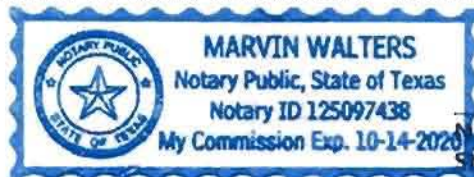
Marty Pearce
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TEXAS §
COUNTY OF TARRANT §

On this day, BEFORE ME, the undersigned, personally appeared MARTY PEARCE the SALES MANAGER of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1ST day of DECEMBER, 2017.

[SEAL]



[Signature]
NOTARY PUBLIC in and for the
State of TEXAS

American Underwater Services Inc

PO BOX 126216

Fort Worth, TX 76126

Proposal

Date

Proposal #

11/6/2017

8128

Name / Address

City of Galveston

Angelo Grasso

Project

Description	Qty	Rate	Total
All Inclusive Crew and Equipment	8	1,900.00	15,200.00
Sediment Bag 60x100 ft	1	4,500.00	4,500.00

Thank you for this opportunity.

Subtotal \$19,700.00

Sales Tax (8.25%) \$0.00

Total \$19,700.00

Signature



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

American Underwater Services
Fort Worth, TX United States

Certificate Number:
2017-289300

Date Filed:
12/01/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the Identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

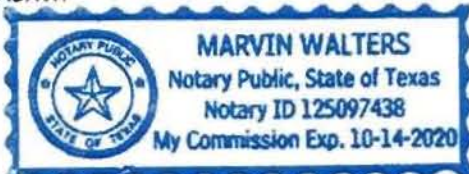
COG-CON-17-218
Transfer Station Cleaning

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	American Underwater Services	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Marty Pearce

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARTY PEARCE, this the 1st day of DECEMBER, 2017, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

MARVIN WALTERS

Printed name of officer administering oath

SE. VICE PRESIDENT

Title of officer administering oath



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

October 3, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider for approval the annual maintenance contract for Foxboro A2/PAC system and equipment at the 30th Street Water Pump Station and various elevated storage tank locations from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contract is \$62,784.79. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. This Water Supply System is responsible for supplying pressurized potable water to the City's water system.
- B. When the new 30th Street Pump Station was constructed, an Invensys Foxboro A2/PAC SCADA system and equipment were installed so that the City's Water Supply Division could monitor the pump station facilities 24 hours a day.
- C. Invensys Systems Inc. is the sole source provider for maintenance on their systems. Invensys Systems Inc. has been purchased by Schneider-Electric Systems USA, Inc. They have provided the City of Galveston with annual maintenance contracts for the past few years that have covered the following:
 - Emergency call-outs
 - Equipment Parts
 - Equipment Repairs
 - Preventative maintenance.
- D. In the previous year the contract was used by the Supply Division to have emergency repairs made quickly to critical Invensys equipment.

II. Current Situation

- A. It is time to renew the annual contract for the maintenance of the Schneider-Electric Systems USA Inc. The proposed annual maintenance contract for 2018 will cost \$62,784.79.
- B. In the event there was not a maintenance contract in place, the City would suffer from delays in needed maintenance and repairs to the Invensys System Inc. equipment and potentially endanger the City's ability to provide potable water.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrosso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

C. Invensys Systems Inc. has been purchased by Schneider-Electric Systems USA Inc.
All contracts and purchase order should be made out to Invensys Systems Inc.

III. Issues

1. Cost – \$62,784.79
2. Timing – With annual contract soon expiring, the approval must come as soon as possible.
3. Impact or ramifications – Services calls and parts replacements for the 30th Street Pump Station Foxboro A2/PAC SCADA system could cripple the Water Supply Divisions Maintenance Budget

V. Recommendation

City Council to approve the annual maintenance contract for Foxboro A2/PAC system and equipment at the 30th Street Water Pump Station and various elevated storage tank locations from sole source provider Schneider-Electric Systems USA Inc. The annual cost of the contract is \$62,784.79.

VI. Fiscal Impact Report

Requested by: Angelo Grasso, Director of Municipal Utilities

Funding Source: Supply Division Maintenance Contract
4010-611000-611803-531240

Costs of implementation: Total \$62,784.79

Respectfully Submitted,

Angelo Grasso
Director of Municipal Utilities

Respectfully Submitted,

Brandon Cook, Assistant City Manager
of Development and Municipal Services



Sole Source Letter

SOLE SOURCE JUSTIFICATION

Schneider Electric Systems USA, Inc. - Eurotherm US Division - Preventative Maintenance Services

The materials and services listed in Customer First Support Contract **17Q-0083-3**, dated October 4th, 2017, are available from only one source, and competition is precluded for reasons indicated below. There are no substitutes available, or alternative suppliers for these items.

Restricted to the following source:

Manufacturer: Schneider Electric Systems USA, Inc. - Eurotherm US Division
Manufacturer's Dealer/Representative: None exist for the specified items.

Description of the item / services required:

Schneider Electric Systems USA, Inc. A² Automation System Customer First Support Contract, comprising:

- Preventative Maintenance Services
- On-site Corrective Assistance
- Module Exchange Program

The above specified materials and services must be compatible in all aspects (form, fit, and function) with the existing system. These materials and services are available only from Schneider Electric Systems USA, Inc. - Eurotherm US Division. Furthermore, Schneider Electric Systems USA, Inc. - Eurotherm US Division supplied the original system. Together, this uniquely qualifies Schneider Electric Systems USA, Inc. - Eurotherm US Division as the sole source.

Sincerely,



Derek Hook
Senior Business Development Manager
Eurotherm by Schneider Electric
E: derek.hook@schneider-electric.com
M: (954) 294-3705

Quotation

Our Reference: 17Q-0083-3

Date: October 4, 2017

City of Galveston, Texas
PO Box 779
Galveston, Texas 77550

For the Attention of: Mr. Angelo Grasso

Customer First Support Contract

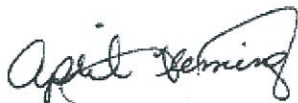
Dear Mr. Grasso,

We are pleased to offer the following quotation covering the renewal of the 2017 annual Customer First Support Contract for the Foxboro A2/PAC system.

Please note that as previously discussed, while you will place the order with Eurotherm by Schneider Electric, it will continue to be implemented by the local resources you have been using in the past from Process Automation. Eurotherm will be supporting the local resources as required.

If you have any questions, please do not hesitate to contact Param Chana at 703-724-7344, Derek Hook at 954-294-3705 or our representative, below. Thank you for this opportunity to serve your control requirements.

April Fleming



Project Administrator
Eurotherm by Schneider Electric
P: 703-724-7349
E: April.Fleming@schneider-electric.com

Authorized Representative

Five Star Electric
Pat McGinty
phone: 281-467-9113
email: pmcginty@vfd.com

Invensys Systems Inc
Eurotherm US Division
44621 Guilford Drive, Suite 100
Ashburn VA 20147
Tel. +1 703 724 7300
Fax +1 703 724 7301

eurotherm.com

Schneider Electric
North America Division
Boston One Campus
800 Federal Street
Andover, MA 01810
Tel. +1 877 342 5173

schneider-electric.com

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Invensys and Schneider Electric

Schneider Electric, a global specialist in energy management, completed its acquisition of Invensys PLC on 17th January, 2014. The Invensys Group is now part of the Schneider Electric group of companies. This change does not affect the terms or commitments of this proposal in any way and Schneider Electric will continue to support and invest in Invensys products and solutions.

Combining the strengths of Schneider Electric and Invensys will offer greater value to your business. Through this integration, we are building a global, innovative, technology company with a strong position in integrated industrial automation, software and energy management. Our ability to offer more comprehensive solutions – along with our global execution capabilities will enable Schneider Electric to help you increase business performance and improve operational efficiency.

Note to City of Galveston: We are now operating under “Schneider-Electric Systems USA, Inc.” and **all Contracts and Purchase Orders should be made out to “Schneider Electric System USA, Inc.”**

1. EXECUTIVE SUMMARY

The Schneider Electric Customer FIRST Support and Services program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from your Eurotherm system. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help Customer FIRST members effectively utilize our applications, systems, services and solutions.

Schneider Electric globally-situated support and service teams are uniquely qualified to deliver the high quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Eurotherm system from the potential of catastrophic loss.

The Schneider Electric Customer FIRST program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, Schneider Electric can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance, and through recognition by prestigious organizations such as TSIA (Technology Services Industry Association).

2. CUSTOMER FIRST PRICING SUMMARY

2.1. PROPOSAL ACCEPTANCE

This Proposal is valid for 90 calendar days from the date of this Proposal.

2.2. SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

Optional Services

Your Customer FIRST Program includes the listed Support and Services features.

A2 SELECTION SUMMARY ELITE LEVEL	Pricing Year 1 (USD)	Pricing Year 2 (USD)	Pricing Year 3 (USD)
INCLUDED FEATURES:	\$62,784.79	\$64,969.89	\$67,231.09
Onsite Corrective Assistance - Labor Cost Inclusive	Included	Included	Included
MEP - Material Cost Inclusive	Included	Included	Included
Total	\$62,784.79	\$64,969.89	\$67,231.09

2.3. BILLING SCHEDULE

This Customer FIRST program is:

☒ A renewal of an existing agreement

The billing cycle is:

☒ Annual

PAYMENT SCHEDULE	ANNUAL PAYMENT AMOUNT (USD)	PERIOD PAYMENT (USD)	PERIOD LENGTH	START DATE	END DATE
Year 1	\$62,784.79	\$62,784.79	Annual	1/1/2018	12/31/2018
Year 2	\$64,969.89	\$64,969.89	Annual	1/1/2019	12/31/2019
Year 3	\$67,231.09	\$67,231.09	Annual	1/1/2020	12/31/2020

Payment is due 30 days from date of invoice.

3. PROPOSAL SCOPE

The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support via a variety of communication modes, remote and onsite corrective support, annual product lifecycle assessment, and more. Discounts on value-add services are also offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements you anticipate encountering during the timeframe of your Agreement.

4. AGREEMENT CONTENT

4.1. CUSTOMER FIRST PROGRAM - INTRODUCTION

The Schneider Electric Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

4.2. CUSTOMER FIRST PROGRAM – ELITE LEVEL

Schneider Electric offers **Elite** level membership in the Customer FIRST Support and Services program for those with the most critical business requirements, ideal for large enterprise or global organizations. Fulfill your demanding needs for support and services with everything the Schneider Electric Customer FIRST Support and Services program has to offer: 24/7 access to technical support, software updates and upgrades, remote services, inventory support and on-site corrective and preventive maintenance services. Your Account Manager can provide their in-depth Schneider Electric and industry expertise to facilitate attention to complex issues and relationships on your behalf. Supplement your in-house resources with the optional services of a full time or part time Schneider Electric Resident Engineer. Utilize the significant discounts available to you for Consulting and Site Engineering services to enhance your team's capabilities, or to increase your engineering capacity in a flexible manner.

4.3. CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

4.3.1. Elite Level – Included Services

4.3.1.1. Elite Level – Common Elements

Business Hours Technical Support:

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

Annual Lifecycle Assessment Report:

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment Report provides a top level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

Upgrade Planning Roadmap:

Building on the Lifecycle Assessment Report, Schneider Electric will assess the components of your system and applications, as appropriate, for potential upgrade to preferred (current) phase products. This is a collaborative activity between customer staff and Schneider Electric that focuses on identifying a logical progression for the potential upgrade of your Schneider Electric equipment, software and files, and potentially, third party products. The deliverable is a high-level upgrade roadmap that will help facilitate effective short and long term upgrade planning decisions. It will be updated annually, and may be used as the foundation for the optional Upgrade and Migration Planning service.

Onsite Corrective Assistance – En route Response Commitment:

In the event that our Technical Support Engineers/Consultants are unable to resolve your support case via remote methods, Schneider Electric will provide hands-on corrective assistance at your site.

A skilled Schneider Electric service engineer/consultant will travel to your site to perform necessary remedial actions with the objective of returning your system or application to normal operation. These activities may include system troubleshooting, defective hardware replacement, and software restoration³ or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the level of Customer FIRST support enrollment, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric' control.

Notes:

Customer First renewal

- 1) *Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, preventative maintenance work, startup support and upgrade labor.*
- 2) *Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.*

This Customer FIRST Support and Services Agreement includes:

Elite level: 4 hours en route response commitment.

Emergency Technical Support (24/7/365):

Schneider Electric provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system or plant down situation.

Support Usage and Summary Report:

The Support Usage and Summary Report highlights all support case activity logged by Schneider Electric' service management system. The report is distributed via email on a monthly basis.

Number of Contract Management/Performance Reviews per year:

Schneider Electric will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to your site.

Elite level: Four (4) reviews per year.

4.3.1.2. Elite Level – Software Elements

Software Maintenance Releases, Service Packs, Patches and Updates:

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period. This applies to software that is in the Preferred (i.e., most current) lifecycle phase.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Software installation and startup activities are not part of the Customer FIRST program. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

4.3.1.3. Elite Level – Hardware Elements

Number of Preventive Maintenance site visits per year:

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications.

They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

On an annual basis, tools for are used to extract current system configuration data for analysis, and the resulting report will identify any issues that may require corrective activity. The data extracted will become the basis of the Lifecycle Assessment Report, which is described elsewhere in this proposal.

Notes:

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*
- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit does not include installation of version licenses, revision releases and maintenance releases, or any startup activities. These activities require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

Elite level: Four (4) Preventive Maintenance site visits per year.

Discount on Site Engineering Services:

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Engineering Services.

Site Engineering Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Site Engineering Services are generally applicable to smaller scale projects. Schneider Electric will help you define the scope of work to meet your specific requirements. If you are interested in having similar work performed on a larger scale, arrangements can be made with the appropriate resources within our organization.

For examples of applicable activities, refer to "Site Engineering Services in the "Policies and Guidelines for Specific Customer FIRST Features" section of this document.

Elite level: 15% discount

Module Exchange Program (MEP):

Schneider Electric provides access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component on your A2 System, you may arrange for exchange of the malfunctioning unit with another unit. The replacement material generally ships within one business day of request for service. Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if

appropriate. Pricing is contingent on receipt of the malfunctioning equipment at Schneider Electric' designated facility, and Schneider Electric' subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

MEP Parts Discount:

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Exchange Program Policy qualifications.

Elite level: 43% discount. Landed costs (duties, fees, etc.) may apply.

Discount on Spares:

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Elite level: 18% discount

4.3.2. Elite Level – Included Optional Services

Schneider Electric has included the following optional services with your Customer FIRST Support and Services program.

Onsite Corrective Assistance – Labor Cost Inclusive:

The Customer FIRST program allows you to control your maintenance budget by including prepaid labor costs, and associated travel and living expenses, for Onsite Corrective Assistance in your Support and Services Agreement coverage. Coverage hours are 24/7/365.

Module Exchange Program (MEP) – Material Cost Inclusive:

Products provided from Schneider Electric inventory under the Module Exchange Program will be covered (non-billable) under this Agreement, contingent on receipt of the customer's malfunctioning equipment at its designated facility and subsequent determination by Schneider Electric that the returned unit meets Module Exchange Program Policy qualifications.

5. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

The policies and guidelines described in this section apply to the specifically ascribed service deliverables and programs.

5.1. SUPPORT HOURS AND RATES

Labor-based support and services outside the scope of this agreement shall be performed during the Normal Business Day (NBD). Support and services rendered outside of the Normal Business Day may be billable, subject to the labor terms and provisions of this Agreement.

The Normal Business Day shall be defined by local practice or labor law, or as defined in this agreement between Schneider Electric and Customer.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	Normal workday hours: <u>8:00</u> AM to <u>5:00</u> PM Normal work week: <u>Monday thru Friday</u> ☒ Schneider Electric-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site. The point of origin shall be: ☒ Home base of the Schneider Electric engineer performing the work The following detail will apply as determined appropriate by Schneider Electric and Customer. Travel hours will be billed for: ☒ Actual time incurred
3	SERVICE RATES	☒ Service Rates are defined in local Service Rate Schedule

5.2. ON-SITE SERVICES

- (a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.
- (b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.
- (c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.
- (d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.
- (e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.
- (f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.
- (g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.
- (h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.
- (i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric's current list prices.

5.3. LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next: <http://iom.invensys.com/EN/Pages/Support.aspx>

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Schneider Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website <http://support.ips.invensys.com>. Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

5.4. SUPPORT EXCLUSIONS

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the ICFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an

event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software not specifically listed in the Schneider Electric Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the ICFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed

5.5. MODULE EXCHANGE PROGRAM (MEP) POLICY

If you encounter an issue with your A2 system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Exchange Program (MEP) is available to A2 system customers with Customer FIRST program Elite level coverage.

The requested replacement unit will be shipped by Schneider Electric in ADVANCE of Schneider Electric receiving your malfunctioning unit.

2) PRODUCT LIFECYCLE & AVAILABILITY

Components are categorized in the Available, Preferred, Mature and LifeTime Phases defined in the Lifecycle Policy in the "Components and Software Covered" section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.

- a) Equipment can be requested by the customer's authorized personnel by contacting the Schneider Electric support center or representative in the customer's geographical area, or the Global Customer Support center in the United States of America (telephone 508-549-2424). Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.
- b) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.
- c) The requested replacement material will be shipped generally within one business day of order placement, subject to availability. Refer to "Product Lifecycle and Availability" above.
- d) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- e) A purchase order or credit card number will be requested at time of order placement if product is billable.

4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC-DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
- b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Schneider Electric -designated location within 20 days from date of Schneider Electric shipping the refurbished replacement unit to the customer.

5) EVALUATION OF RETURNED PRODUCT

- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
- b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non- Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

7) WARRANTY

- a) The Module Exchange Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

6. WARRANTY

Warranty protection for new Schneider Electric products is provided for specific time periods as defined in the Schneider Electric document entitled General Terms and Conditions of Sale of Goods and Services and License of Software, and in accordance with local consumer protection laws.

If an issue is encountered with a product that is under warranty, contact Schneider Electric to request technical support. If the reported situation involves a warranty issue that is resolvable via replacement of hardware or software, Schneider Electric will advise you of the appropriate options. These options include non-billable hardware repair services, and replacement of hardware or software media.

If hardware or software is replaced under warranty, Schneider Electric will provide a 90 day warranty, or honor the remaining warranty period of the original product, whichever is longer.

7. COMPONENTS COVERED

7.1. COMPONENTS AND SOFTWARE COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

30th Street

Item	Quantity	Product	Short Description	Lifecycle phase
1	26	255RF-A2A1A10000000000000000	Foxboro A ² T2550 Redundant Control Sys & I/O	Preferred
2	62	2500MF-M0F00000	Foxboro A ² I/O Module	Preferred
3	38	2500MF-F0F00000	Foxboro A ² I/O Module	Preferred
4	54	2500MF-A0F00000	Foxboro A ² I/O Module	Preferred
5	8	2500MF-E0F00000	Foxboro A ² I/O Module	Preferred
6	2	2500PF-10F00000	Foxboro A ² Power Supply	Preferred
7	4	2500PF-10F00000	Foxboro A ² Power Supply	Preferred
8	1	9130/105	Eaton UPS	
9	2	RS20-1600M2M2SDAEHH04.2.05	Hirschmann 24 volt rail mount switch	
10	4	RS20-080M2M2SDAEHH04.2.05	Hirschmann 24 volt rail mount switch	
11	1	3CX0TK1	Dell Server PE840 Service Code 731-140-675-3	
12	1	2NR6TK1	Dell Optiplex 760	

White Sands

Item	Quantity	Product	Short Description	Lifecycle phase
1	1	2500PF-1EF	Foxboro A ² 2.5A Power supply	Mature
2	2	2500PF-2EF	Foxboro A ² 5A Power supply	Mature
3	2	255F-L10F32ELINSER0NON00	Foxboro A ² T2550 Processor	Preferred
4	2	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
5	2	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
6	4	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	1	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Customer First renewal

Air Port

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
3	4	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred
4	8	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
5	6	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Preferred
6	12	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
8	1	EDS 516A	MOXA Ethernet Switch	

UTMB

Item	Quantity	Product	Short Description	Lifecycle phase
1	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
2	2	2500PF-2EF	Foxboro A² 5A Power supply	Mature
3	2	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred
4	2	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
5	2	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Preferred
6	4	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
8	1	255BF-R16RNONCDMXXXXE	Foxboro A² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Isla Del Sol

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
3	4	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred
4	8	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
5	4	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Preferred
6	6	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
7	4	2500MF-E0F0000	Foxboro A² AO2 I/O Module	Preferred
8	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
9	2	255BF-R16RNONCDMXXXXE	Foxboro A² 16 way T2550 Base Unit	Preferred
10	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

59th Street

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
3	4	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred

Customer First renewal

4	8	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
5	6	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
6	12	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	2	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Jamaica Beach

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A ² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A ² 2.5A Power supply	Mature
3	14	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
4	12	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
5	10	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
6	10	2500MF-E0F0000	Foxboro A ² AO2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	3	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	EDS-516	MOXA Ethernet Switch	

Ten Mile

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-2EF	Foxboro A ² 5A Power supply	Mature
2	1	2500PF-1EF	Foxboro A ² 2.5A Power supply	Mature
3	2	255F-L10F32ELINSER0NON00	Foxboro A ² T2550 Processor	Preferred
4	2	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
5	2	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
6	4	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	2	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

The MDS radios installed at your site are a 3rd party product. These radios are not supported by Schneider Electric Field Service and are not part of this agreement. Schneider Electric Service can provide level 1 troubleshooting on communication issues and work with the manufacturing representative to coordinate site service. The cost of repair or replacement of communications network hardware and onsite services required are not included in this agreement and are the responsibility of the City of Galveston.

8. CONTACT INFORMATION

8.1. CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

8.1.1. Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	City of Galveston
Billing Address	
Shipping Address	
End User Address	
Sold To Address	

8.1.2. Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1			Tel: Mobile: Fax: Email:
2			Tel: Mobile: Fax: Email:
3			Tel: Mobile: Fax: Email:

8.1.3. Site Identification

This Customer FIRST Support and Services Agreement covers the identified systems located at the following sites.

1.	Site Name and Location	City of Galveston	Galveston, Texas
2.	30 th Street	Foxboro A ² System	
3	White Sands	Foxboro A ² System	
4	Air Port	Foxboro A ² System	
5	UTMB	Foxboro A ² System	
6	Isla Del Sol	Foxboro A ² System	
7	59 th Street	Foxboro A ² System	
9	Jamaica Beach	Foxboro A ² System	
10	Ten Mile	Foxboro A ² System	

8.2. SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

8.2.1. Individual Schneider Electric Contacts

The following individuals have assisted in preparing this Customer FIRST Support and Service Agreement.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Ronnie Gaussiran	Regional Service Manager	O:713-329-8613 E:ronnie.gaussiran@schneider-electric.com
2	Bryan Sutherland	Senior Manager, Project Delivery Engineering	O: 703-724-7396 E:bryan.sutherland@schneider-electric.com

United States:
Schneider Electric Support Center
Foxboro, MA, USA
Telephone: 1-866-746-6477 (toll-free USA)
Telephone: 1-508-549-2424
Facsimile: 1-508-549-4999
Email: systems.support@schneider-electric.com

8.2.2. Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Advantage upgrade claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC LOCATION	CONTACT INFORMATION
United States of America (USA) <i>NOTE: Always contact the telephone numbers provided here for Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i>	Schneider Electric Systems, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA	Worldwide support: Telephone: +1 508-549-2424 Fax: +1 508-549-4999 Email: systems.support@schneider-electric.com USA toll free: Telephone: +1 866-746-6477

8.3. PURCHASE ORDER SUBMITTAL

To facilitate Purchase Order Processing and eliminate possible rework and review cycles, please ensure your Purchase Order includes the following information:

- The Purchase Order has an authorized signature and is dated.
- The Ship To Address is listed.
- The Invoice Address is listed.
- The Schneider Electric Quotation 17Q-0083-2, terms and conditions – will govern and supersede – any terms provided by Purchaser.

Contracts and Purchase Orders should be made out to: **Schneider Electric Systems USA, Inc.**

Send completed purchase orders to the Schneider Electric entity as follows:

FOR UNITED STATES ORDERS

Email: orderverification.eurotherm.us@schneider-electric.com

Fax: 703-724-7303 Attn: Order Management

Mail: Schneider Electric Systems USA, Inc.
Attn: Order Management
44621 Guilford Drive, Suite 100
Ashburn, Virginia 20147

9. COMMERCIAL SECTION

9.1. PROJECT TERMS AND CONDITIONS

Proposal Acceptance:	This proposal is valid for 90 calendar days from the date of - proposal.
Firm Prices:	Prices are in USD and are firm for all Customer FIRST Program support and services.
Taxes/Duties:	Sales taxes, duties and other fees are not included in this proposal.
Payment/Schedule	Payment schedule is defined in this proposal.
Services:	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
Others:	Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate. This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded.
Commercial Terms	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric terms and conditions may be defined in this proposal.

9.2. CUSTOMER FIRST PROGRAM TERMS AND CONDITIONS

1. General. The Customer FIRST Program ("CFP") is a fee-based software and hardware maintenance and support program. By paying the CFP Fee and participating in the CFP, Customer agrees to all of the terms and conditions contained in the Proposal and these Customer FIRST Terms and Conditions (together, the "Agreement"). Any new Software or Goods will be provided per Schneider Electric Systems, Inc., d/b/a Schneider Electric USA, Inc. ("Schneider Electric") General Terms and Conditions of Sale of Goods and Services and License of Software.

1.1 Definitions.

(a) "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories defined and supported under the Agreement.

(b) "CFP Fee" shall mean the fees described in the Proposal to be paid by Customer to Schneider Electric.

(c) The "Proposal" shall mean the document which may describe, among other things, the specific (i) support level chosen by the Customer, (ii) Services to be provided by Schneider Electric, (iii) CFP Fee, (iv) payment terms, and (v) Goods and/or Software covered under the Agreement.

(d) "Software" shall mean Schneider Electric computer software programs defined and supported under the Agreement in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding Third Party Products, their related instructions manuals and documentation, for which Schneider Electric grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Schneider Electric's end-user license agreement applicable to the particular Software at the time of delivery or, if such Software does not include an end-user license agreement at the time of delivery, then in accordance with the Software license terms and conditions set forth in a written agreement between Schneider Electric and Customer.

(e) "Services" shall mean the support services described in the Schneider Electric Proposal.

(f) "Specifications" shall mean the Schneider Electric standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Schneider Electric and Customer in relation to the Goods and Software.

(g) "Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by Schneider Electric to Customer, unless otherwise agreed in writing by Schneider Electric, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

2. Purchase. The CFP is priced based on the value of Schneider Electric Software licenses owned (or being purchased) by the Customer site at the time the CFP Fee is paid and the support level selected by Customer, and, in the case of Goods, is based on the type and number of Goods owned (or being purchased) by the Customer and the support level selected by Customer at the time the CFP Fee is paid. Following payment of the CFP Fee, any new Software or Goods purchased by the Customer during the Agreement term must be purchased with coverage under the CFP, which will be pro-rated to expire at the same time as the initial expiration date. Alternatively, a Customer may opt to back-charge applicable CFP Fees for the new Software and Goods at the time of renewal, including back charges plus a minimum of one year agreement duration. Unless otherwise agreed in writing by Schneider Electric, Schneider Electric reserves the right to increase CFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Schneider Electric for expenses incurred by Schneider Electric to perform the Services, including but not limited to travel and living expenses.

To enroll in and purchase the CFP (Standard, Premium and Elite levels provide free software version upgrades) for Software only, a Customer must possess (not necessarily be running) the most current version of Schneider Electric Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Schneider Electric Software, they must first purchase an upgrade to the current / preferred version. Schneider Electric may offer incentives for Customers to purchase version upgrades.

Except as stated in Section 8.2 (a), the CFP Fee for any initial, renewal, prorated or other term is non-refundable.

Unless otherwise stated in the Proposal, the CFP Fee and all other fees and expenses under the Agreement are due and payable by Customer within thirty (30) days of Customer's receipt of Schneider Electric's invoice.

Customer First renewal

2.1 Support Reinstatement for Lapsed Enrollment. Schneider Electric strongly encourages Customers to renew their Customer FIRST support enrollment on time; in other words, prior to the expiration date. Customer's ability to access Schneider Electric technical support and service resources will expire with the Customer FIRST agreement end date. Additionally, should a lapse in support enrollment occur, Customers may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

3. Customer FIRST Program Levels. The CFP portfolio offers a wide choice of offerings to meet Customer business requirements. Specific program level benefits are described in the Schneider Electric Proposal and the CFP User Guide.

4. Scope of Support. Schneider Electric provides Services in accordance with the Schneider Electric lifecycle support policy applicable to the Agreement-covered Software and Goods. The Schneider Electric lifecycle policy is published on the Schneider Electric brand support websites, and may be referenced in the Schneider Electric Proposal and CFP Guide. Although Schneider Electric and its Certified Support Providers (third parties retained by Schneider Electric to provide Services to Customers under the CFP, including but not limited to Authorized Distributors and other support providers) may attempt to resolve issues arising in earlier Schneider Electric goods or software versions, they do not have any obligation to do so under any support level in the CFP unless extended support for obsolete versions is available and purchased on a product by product basis.

4.1 Support Exclusions.

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric's services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric's then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software are not specifically listed in the Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric's advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

Customer First renewal

5. Access to Facilities and Equipment. The Customer will furnish at no cost to Schneider Electric suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Software covered under the Agreement. Schneider Electric shall have full and free access to the Goods and Software in order to provide any on-site corrective support Services under the Agreement. Customer will identify person(s) who will interface with the Schneider Electric or other designated support center under the terms of the Agreement.

Any maintenance or repair services performed on the Goods or Software by Customer or third party personnel resulting in additional material or corrective support service requirements by Schneider Electric will be invoiced at then current time and material service rates.

6. Remote Services Security. (Applicable to systems using RemoteWatch or legacy Schneider Electric-proprietary Remote Services) Remote Services communication will be conducted only by Schneider Electric trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Access by Schneider Electric to the Customers system from the RemoteWatch Server is permitted only via Customer-maintained security credentials. All session screen information will be recorded and archived by Schneider Electric with date and time stamp. Data indicating health status of the customer system will be transported via connection initiated from the RemoteWatch Services server. Any work accomplished on a customer system must be authorized by a customer representative. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Schneider Electric and shall be returned to Schneider Electric upon termination of the Agreement.

7. On-Site Services.

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

Customer First renewal

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric's current list prices.

8. Term. The term of the Agreement shall be as stated in the Schneider Electric Proposal ("Term"). Notwithstanding anything else in a Customer purchase order or other order document, or if the Customer purchase order or other order document is issued for a period of less than the Term of this Agreement, Customer agrees that the Term of the Agreement shall be the stated Term, and such Term shall take precedence over any other period stated elsewhere. If Customer issues a Customer purchase order or other order document for less than the full Term, Customer's failure to issue a subsequent Customer purchase order or other order document for the remainder of the Term shall be considered a Termination for Convenience pursuant to Section 8.2(b) hereafter. Thereafter, subject to the other limitations and requirements described in the Schneider Electric Proposal and herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Schneider Electric. All software licenses and Goods for a given Schneider Electric brand (including but not limited to Avantis, Eurotherm, Foxboro, SimSci-ESSCOR, Triconex and Wonderware) at a participating site must be covered under the CFP during the initial term or any renewal or prorated terms.

8.1 Termination. The Agreement may be terminated by Schneider Electric and all Services under the CFP stopped if:

(a) Customer has breached any of its material obligations under the Agreement and has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(b) Customer has breached any of its material obligations under any Schneider Electric end user licensing agreement and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(c) Customer does not use the Services for its own internal business purposes or uses the Services to provide similar services related to the Software or Goods to any third party and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric; or,

(d) Customer fails to pay the CFP Fee when due and Customer has not cured such breach within ten (10) days of receipt of a notice of default from Schneider Electric.

8.2 Termination For Convenience.

(a) Schneider Electric may at any time, without cause, terminate the Agreement and stop all Services under the CFP, by giving Customer ninety (90) days written notice of such termination. If Schneider Electric elects to terminate under this Section 8.2(a) prior to the end of the then-current Agreement term, then Customer shall be entitled to a pro-rated refund of CFP Fees actually paid by Customer to Schneider Electric.

(b) Customer may terminate the Agreement without cause by giving Schneider Electric ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Schneider Electric (i) all fees and expenses (including but not limited to CFP Fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

8.3 No Damages for Termination. Schneider Electric will not be liable to Customer for any claims or damages of any kind arising out of termination of the Agreement in accordance with Sections 8.1 ("Termination") or 8.2 ("Termination For Convenience").

9. Suspension of Services. Without prejudice to other remedies available by law, Schneider Electric reserves the right to suspend Services if Customer does not comply with its obligations under the Agreement.

10. Work Product and Residual Rights. "Work Product" means any new or useful art, discovery, improvement, deliverable, process, invention, modification, enhancement, product, software, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information. Any Work Product developed under the Agreement is not to be considered made-for-hire under the

Customer First renewal

United States Copyright Act and, at all stages of development, will remain the sole and exclusive property of Schneider Electric. Customer further agrees that it will take all actions and execute and deliver all documents requested by Schneider Electric in order to evidence Schneider Electric's rights in and to the Work Product. It is agreed and understood that Schneider Electric is otherwise free to use its general knowledge, skills and experience and any general ideas, concepts or know-how and techniques related to or derived from the performance of Services under the Agreement.

10.1 Confidential Information. "Confidential Information" shall mean any and all information in any form that disclosing party provides to receiving party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the receiving party can show (a) is or has become generally available to the public without breach of the Agreement by the receiving party, (b) became known to the receiving party prior to disclosure to the receiving party by the disclosing party, (c) was received from a third party without breach of any nondisclosure obligations to the disclosing party or otherwise in violation of the disclosing party's rights, or (d) was developed by the receiving party independently of any Confidential Information received from the disclosing party. Additionally, Confidential Information does not include work product resulting from the Services performed hereunder.

Each party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each party agrees to (i) protect the Confidential Information received from the disclosing party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the Confidential Information received from the disclosing party only in furtherance of the business relationship between the parties. Upon termination of the Agreement or upon written request submitted by the disclosing party, whichever comes first, the receiving party shall return or destroy, at the disclosing party's choice, all of the disclosing party's Confidential Information. Neither party shall, except with respect to its employees, contractors or agents with a need to know for purposes of the Agreement, disclose to any person any Confidential Information received from the disclosing party without the disclosing party's prior written consent. However, the receiving party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided that the receiving party shall first notify the disclosing party of such order and afford the disclosing party the opportunity to seek a protective order relating to such disclosure.

A receiving party's obligations hereunder, including the obligations to protect and preserve the secrecy of Confidential Information delivered hereunder will survive any termination or expiration of the Agreement for a period of five (5) years from the date of disclosure.

11. Limited Warranties and Exclusive Remedy. Services will be performed in a professional manner and warranted for a period of 90 days from the date of Service. Schneider Electric warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Schneider Electric warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Customer's exclusive remedy, and Schneider Electric's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHNEIDER ELECTRIC, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCHNEIDER ELECTRIC DOES NOT WARRANT THAT THE SOFTWARE OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN SCHNEIDER ELECTRIC'S DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE OR GOODS WILL BE UNINTERRUPTED OR

ERROR-FREE OR THAT THE SOFTWARE, GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO CYBER SECURITY SERVICES, WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.

12. Liability Limitation and Exclusion of Damages. In no event shall Schneider Electric be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by a Customer or third party, whether in an action in contract or tort, even if Schneider Electric has been advised of the possibility of such damages. Schneider Electric's liability for damages hereunder or relating hereto (whether in an action in contract or tort) shall in no event exceed the amount of fees paid to Schneider Electric by Customer with

Customer First renewal

respect to the Services provided to Customer within the 12 month period prior to the time such liability arose. The provisions of this Section 12 allocate the risks between Schneider Electric and a Customer and Schneider Electric's pricing reflects this allocation of risk and the limitation of liability specified herein.

13. Taxes. CFP Fees and other fees due under the Agreement do not include state, federal, local sales tax, use, excise, valued added or other similar taxes, all of which will be paid by Customer.

14. Relationship of Parties. The parties to the Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

15. Customer's Obligations.

(a) Customer shall indemnify, hold harmless and defend Schneider Electric from and against any claims, damages or liabilities asserted by any third party against Schneider Electric as a result of Schneider Electric's access to Customer's or Third Party Products including but not limited to claims, damages or liabilities for infringement of any third party's intellectual property rights.

(b) Schneider Electric's performance depends upon Customer's timely and effective cooperation, including providing Schneider Electric with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Schneider Electric will not be liable for any failure to perform Services under the Agreement, to the extent that the failure is caused by Customer's lack of cooperation. Schneider Electric may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

16. Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it will be determined to be illegal, invalid or unenforceable under such law be deemed null and void. The Agreement will otherwise remain in full force and effect.

17. No Implied Waivers. The failure of either party to exercise any right or option granted under the Agreement, or to require the performance by the other party hereto of any provision of the Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.

18. Assignment. Customer may not assign the Agreement, in whole or in part, without Schneider Electric's prior written consent. Any attempt to assign the Agreement without such consent will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19. Translation. The language of the Agreement is expressly stipulated to be English. In the event that the Agreement is translated into another language, the English language version of the Agreement shall govern for purposes of interpretation and enforcement.

20. Force Majeure. Except for payments due under the Agreement, neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

21. Compliance.

(a) Restricted Rights Legend - U.S. Government Users. The software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through

227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Schneider Electric Systems, Inc., 5601 Granite Parkway, Suite 1000, Plan, TX 75024. Telephone: (469) 365-6400.

(b) Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor Goods nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

Customer First renewal

22. Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The governing language for the Agreement shall be English, and no concurrent or subsequent translation of the Agreement into any language shall modify any term of the Agreement and the English language version of the Agreement shall control in the event of conflict. Any claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure under the supervision of the arbitrators. The arbitration proceeding shall occur in Boston, Massachusetts. The parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees. In no event shall any arbitration award provide a remedy beyond those permitted under the Agreement, and any award providing a remedy beyond those permitted under the Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

23. Survival of Provisions. The Sections of the Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections: Section 8.3 ("No Damages For Termination"), Section 10 ("Work Product and Residual Rights"), Section 10.1 ("Confidential Information"), Section 11 ("Limited Warranties and Exclusive Remedy"), Section 12 ("Liability Limitation and Exclusion of Damages"), Section 13 ("Taxes"), Section 15 (a), Sections 16-22 and Sections 23-24.

24. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement may be amended or modified only by a writing that is signed by authorized representatives of both parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that Customer may use in connection with the Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, the Agreement, regardless of any failure of Schneider Electric to object to such terms, provisions or conditions.

10. AGREEMENT ACCEPTANCE

Execution of this Agreement & receipt of a Purchase Order represents acceptance into the Customer FIRST program and acceptance of these terms and conditions for the term indicated above.

PURCHASER	
Client (Company) Name	City of Galveston
Address	
City/State/Zip	
Country	USA
Authorized Purchaser Representative	
Title	
Date	

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	Schneider Electric Systems USA, Inc.
Acceptance By	
Title	Senior Manager, Solutions & Services Delivery
Date	11/17/2017



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Date: December 1, 2017

To: Honorable Mayor and City Council
Brian Maxwell, City Manager

From: Angelo Grasso, Director of Municipal Utilities

RE: Consider for approval, the purchase of E.H. Wachs Valve Maintenance Trailer and Electric Torque Controlled Handheld Valve Exerciser equipment from E.H. Wachs at a cost of \$81,867.31. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- The Municipal Utilities Distribution Division is responsible for the maintenance of the City's water pipeline system.
- Many of the valves that are used to shut down the water system are older valves that need to be exercised. If the valves are not exercised the water valves could malfunction. There are times when the length of a water system shutdown has to be extended because the Distribution Division crews cannot get the water valves to open or close properly.
- Equipment that is used to exercise valves in a water system are maintenance trailers with handheld electric water valve turn machines. A handheld electric water valve turn machine can exercise a water valve and could also provide easier access to water valves or boxes that are installed at an angle.

II. Current Situation

- The Distribution Division solicited information and was provided a demonstration on E.H. Wachs standard single turner valve maintenance trailer with handheld valve exerciser. After the demonstration, the Distribution Division requested a quote from E.H. Wachs for the maintenance trailer and 2 handheld valve exerciser equipment.
- The equipment provided by E.H. Wachs will be the following equipment:
 - 1) An E.H. Wachs standard single turner valve maintenance trailer.
 - 2) Two (2) Wachs Standard 110 Volt Electric (torque controlled) "VITALS Ready Handheld Valve Exerciser.
 - 3) Two (2) Telescopic Valve Keys.
 - 4) Five (5) Key Extension Add On (36 Inch Extension).
 - 5) A 45 Pound Hydraulic Breaker with EZ Ride Foot and 1-1/8" Hex Bit.
 - 6) A Breaker Mount for Valve Maintenance Trailer.
 - 7) 14" Moil Point, 3" x 14" Long Chisel.
 - 8) HC-100 Desktop Dock with HC-100 Extended Protection Plan.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

- The total estimated purchase price for the valve exercising equipment is \$81,867.31
- The E.H. Wachs valve exercising equipment is being purchased through a Buy-Board Purchase.

III. Issues

- Impact or Ramifications: The purchase of a water valve exercising equipment will assist in the exercising of the City's water valve system.

IV. Recommendation

Recommend for City Council to approve the purchase of E.H. Wachs Valve Maintenance Trailer and Electric Torque Controlled Handheld Valve Exerciser equipment from E.H. Wachs at a cost of \$81,867.31.

VI. Fiscal Impact Report

Requested by: Robert Diaz, Distribution Superintendent
Angelo Grasso, Director of Municipal Utilities

Funding Source: 2017 – 2021 Capital Improvement Project Water System Improvements & Water Valve Replacement Program Project.
Activity Code: W1618 Fund: 40102

Costs of implementation: \$81,867.31

Respectfully Submitted,

Forwarded for Approval,

Angelo Grasso
Director of Municipal Utilities

Brandon Cook
Assistant City Manager of Development
and Municipal Services



TO: Dan Hudson
Foreman
City of Galveston
5701 Harborside Dr
Galveston, TX 77553

Date: 11/30/2017
Quotation Number: JB106210
Payment Terms: Net 30 Days
Shipping Terms:
Valid Through: 1/29/2018
Estimated Delivery: See Below
Reference: BuyBoard 515-16

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1 77-000-36	Standard LX (Gas) - VMT (RH): Single turner valve maintenance trailer; Includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm) -11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) X 18" (46cm) aluminum job box. Domestic destination and freight charges included. Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.	1	EA	59,375.00	1.5%	58,484.37
2 11-000-17	Wachs Standard 110 Volt Electric (torque controlled) "VITALS™-Ready" Handheld Valve Exerciser. 0 - 20 RPM with a Max torque of 500 Ft/Lbs. Complete with 110 V 60 Hz (U.S.) electric drive with electronic torque control, torque/revolution readout, push-button reset, over-torque indicator, and storage of rotation and torque data. Includes torque arm extension, steel storage case, and manual. (Does not included Data Logger). Domestic destination and freight charges included.	2	EA	8,250.00	1.5%	16,252.50
3 11-408-00	Telescopic Valve Key - 2" AWWA (Colder Climate). Manufactured from high-strength steel, adjustable from 4ft (1.22 M) to 9ft (2.74 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.	2	EA	445.00	1.5%	876.64
4 11-242-03	Key Extension add on - 36" Extends the telescoping key to reach all valves.	5	EA	175.00	1.5%	861.85

Quotation

Page 2 of 3

TO: Dan Hudson

Date: 11/30/2017
Quotation Number: JB106210

Reference: BuyBoard 515-16

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
5 08-000-10	45 Pound Hydraulic Breaker with EZ Ride Foot and 1-1/8" hex bit capacity. This medium duty breaker operates from any HTMA Class 2 hydraulic circuit and produces 1,800 blows per minute; making it idea for cutting curbs, sidewalks and asphalt. Domestic destination and freight charges included.	1	EA	2,975.00	1.5%	2,930.37
6 08-405-00	Breaker Mount for Valve Maintenance Trailer, requires Breaker to have 14" Long Chisel (08-410-02 Moil Point sold separately). Includes breaker mount and breaker lock.	1	EA	390.00	1.5%	384.15
7 08-410-02	14" Moil Point for Breaker	1	EA	64.58	1.5%	63.61
8 08-410-03	3" x 14" Long Chisel	1	EA	94.50	1.5%	93.08
9 79-110-09	HC-100 Desktop Dock: The dock provides the ability to charge the handheld terminal (uses the same universal 100-240 VAC Wall Charger that ships with the HC-100) as well as PC Sync through USB 2.0 Client port or RJ-45 ethernet port.	1	EA	525.00	1.5%	517.12
10 79-110-13	HC-100 Extended Protection Plan (3 YR): The ultimate in "worry-free" maintenance and product protection. Includes expedited services, accidental damage and loaner coverages. Consult the Complete Care brochure for details.	1	EA	1,425.00	1.5%	1,403.62

Total (USD) \$81,867.31

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeffrey Brehm
Outside Sales Rep Utility Div.
512-348-0171
jbrehm@ehwachs.com



Water Utility Products
600 Knightsbridge Pkwy | Lincolnshire IL 60069
T +1 847 537 8800 | F +1 847 520 1147
ehwachs.com

Quotation

Page 3 of 3

TO: Dan Hudson

Date: 11/30/2017
Quotation Number: JB106210

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

STANDARD LX™

Trailer or Skid

Power, flexibility and robust construction are what make E.H. Wachs the industry leader in valve maintenance. The Wachs STANDARD LX™ is now available in either a trailer or skid mount. Locate, excavate and exercise valves with Wachs trustworthy and dependable equipment. Designed for curbside usage, it sets new standards for operator safety and convenience.



Single User Operation

Loaded with Wachs ERV-750 automated valve exerciser, the impressive power pack and the durable spoils tank allows for complete valve maintenance using the "no assumption" method to safely and effectively turn valves using AWWA recommended procedures.

Standard LX Package

- Hydraulic hose reel
- Programmable arrow board lights
- Bluetooth Tether
- Job box (Trailer only)



STANDARD LX™ Features

- 27 HP gas or Kubota 1.1L, I-4-stroke liquid cooled diesel engine
- HC-100 VITALS controller with GPS
- Pressure washer system 2.5GPM & 3,000 PSI
- 80 gal fresh water tank
- Trailer NATM compliant
- 250 gal spoils tank with twin cylinder, electric over hyd. dump system, powered by Monarch HPU. The slide & tip system moves the tank out before tilting to clear then lifts to 55 degrees for debris removal

CITY OF GALVESTON
CAPITAL IMPROVEMENT PLAN
WATERWORKS PROGRAM
FY2018 - FY2022

Activity Code: W1618

Fund(s): 40102

- 1 **Department:** Municipal Utilities - Water Distribution # 23
- 2 **Project Name:** Water System Improvements and Water Valve Replacement Program Priority Number:
- 3 **Project Location:** Throughout the City of Galveston
- 4 **Project Description:** This project is to provide for the continued rehabilitation of the water distribution system throughout the City and the replacement or improvement of non- or poorly functioning water valves throughout the city.

5 **Preliminary Budget/Cost Estimate:**

	Prior Encumbered	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total Cost
ENGINEERING / DESIGN	-	-	-	-	-	-	-
LAND ACQUISITION	-	-	-	-	-	-	-
CONSTRUCTION / IMPROVEMENTS	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
PROJECT MGMT (MONITORING)	-	-	-	-	-	-	-
EQUIPMENT	-	-	-	-	-	-	-
CONTINGENCY	-	-	-	-	-	-	-
OTHER: MATERIALS TESTING	-	-	-	-	-	-	-
Total	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000

6 **Source of Funding:**

	Prior Encumbered	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total Cost
WATERWORKS IMPROVEMENT	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	\$ 5,000,000
TAX SUPPORTED BONDS	-	-	-	-	-	-	\$ -
REVENUE SUPPORTED BONDS	-	-	-	-	-	-	\$ -
FUTURE OPERATING CASH	-	-	-	-	-	-	\$ -
Total	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000

- 7 **Project Status:** N

A - Active / Existing
P - Pending / New
N - Not funded
C - Complete

Funding is approved by Council. Project is in progress.
Current year CIP. Council to approve contractor.
No commitment of funds
Complete project. Placed in Service.



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

October 3, 2017

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider for approval the annual maintenance contract for Foxboro A2/PAC system and equipment at the Main Wastewater Treatment Plant from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contract is \$34,294.74. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

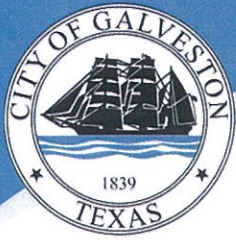
I. Background

- A. The Main Wastewater Treatment Plant, located at 5200 Port Industrial Road, is responsible for treatment of the City's sanitary sewer system east of 57th Street.
- B. When the new Main Wastewater Treatment Plant was constructed, a Foxboro A2/PAC SCADA system and equipment was installed so that the City's Wastewater Treatment Plant personnel could monitor the wastewater treatment plant 24 hours a day.
- C. Schneider-Electric Systems USA Inc. is the sole source provider for maintenance on the Foxboro A2/PAC SCADA system and equipment. They have provided the City of Galveston with annual maintenance contracts for a similar system at the 30th Street Pumps Station over the past few years. The annual maintenance agreement provides the following coverage:
 - Emergency call-outs
 - Equipment Parts
 - Equipment Repairs
 - Preventative maintenance.

II. Current Situation

- A. It is time to implement an annual contract for the maintenance of the Schneider-Electric Systems USA Inc. The proposed annual maintenance contract for 2018 on the Main Wastewater Treatment Plant will cost \$34,294.74.
- B. In the event there was not a maintenance contract in place, the City would suffer from delays in needed maintenance and repairs to the Foxboro A2/PAC SCADA system. This could potentially endanger the City's ability to provide wastewater treatment at the Main Wastewater Treatment Plant.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

III. Issues

1. Cost – \$34,294.74
2. Timing – With annual contract soon expiring, the approval must come as soon as possible.
3. Impact or ramifications – Services calls and parts replacements for the Main Wastewater Treatment Plant Foxboro A2/PAC SCADA system could cripple the treatment of sanitary sewer at the Main Wastewater Treatment Plant Divisions Maintenance Budget

V. Recommendation

City Council to approve the annual maintenance contract for Foxboro A2/PAC system and equipment at the Main Wastewater Treatment Plant from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contract is \$34,294.74.

VI. Fiscal Impact Report

Requested by: Angelo Grasso, Director of Municipal Utilities

Funding Source: Wastewater Treatment Plant Division Maintenance
Contract 4210-611000-611817-531240

Costs of implementation: Total \$34,294.74

Respectfully Submitted,

Angelo Grasso
Director of Municipal Utilities

Respectfully Submitted,

Brandon Cook, Assistant City Manager
of Development and Municipal Services



Sole Source Letter

SOLE SOURCE JUSTIFICATION

Schneider Electric Systems USA, Inc. - Eurotherm US Division - Preventative Maintenance Services

The materials and services listed in Customer First Support Contract **17Q-0009-5**, dated October 4th, 2017, are available from only one source, and competition is precluded for reasons indicated below. There are no substitutes available, or alternative suppliers for these items.

Restricted to the following source:

Manufacturer: Schneider Electric Systems USA, Inc. - Eurotherm US Division
Manufacturer's Dealer/Representative: None exist for the specified items.

Description of the item / services required:

Schneider Electric Systems USA, Inc. A² Automation System Customer First Support Contract, comprising:

- Preventative Maintenance Services
- On-site Corrective Assistance
- Module Exchange Program

The above specified materials and services must be compatible in all aspects (form, fit, and function) with the existing system. These materials and services are available only from Schneider Electric Systems USA, Inc. - Eurotherm US Division. Furthermore, Schneider Electric Systems USA, Inc. - Eurotherm US Division supplied the original system. Together, this uniquely qualifies Schneider Electric Systems USA, Inc. - Eurotherm US Division as the sole source.

Sincerely,



Derek Hook
Senior Business Development Manager
Eurotherm by Schneider Electric
E: derek.hook@schneider-electric.com
M: (954) 294-3705

Quotation

Our Reference: 17Q-0009-5

Date: October 4, 2017

City of Galveston, Texas
PO Box 779
Galveston, Texas 77550

For the Attention of: Mr. Angelo Grasso

Customer First Support Contract

Dear Mr. Grasso,

We are pleased to offer the following quotation covering the annual Customer First Support Contract for the Foxboro A2/PAC System Platform supplied by Schneider Electric at the Galveston Main Waste Water Treatment Plant as requested, following discussions with Eurotherm.

Please note that as we discussed, while you will place the order with Eurotherm by Schneider Electric, it will be implemented by the local resources you have been using in the past from Process Automation. Eurotherm will be supporting the local resources as required.

If you have any questions, please do not hesitate to contact Derek Hook at 954-294-3705 or our representative, below. Thank you for this opportunity to serve your control requirements.

April Fleming



Project Administrator
Eurotherm by Schneider Electric
P: 703-724-7349
E: april.fleming@schneider-electric.com

Authorized Representative

Five Star Electric
Pat McGinty
phone: 281-467-9113
email: pmcginty@vfd.com

Schneider Electric Systems USA Inc
Eurotherm US Division
44621 Guilford Drive, Suite 100
Ashburn VA 20147
Tel. +1 703 724 7300
Fax +1 703 724 7301

eurotherm.com

Schneider Electric
North America Division
Boston One Campus
800 Federal Street
Andover, MA 01810
Tel. +1 877 342 5173

schneider-electric.com

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Invensys and Schneider Electric

Schneider Electric, a global specialist in energy management, completed its acquisition of Invensys PLC on 17th January, 2014. The Invensys Group is now part of the Schneider Electric group of companies. This change does not affect the terms or commitments of this proposal in any way and Schneider Electric will continue to support and invest in Invensys products and solutions.

Combining the strengths of Schneider Electric and Invensys will offer greater value to your business. Through this integration, we are building a global, innovative, technology company with a strong position in integrated industrial automation, software and energy management. Our ability to offer more comprehensive solutions – along with our global execution capabilities will enable Schneider Electric to help you increase business performance and improve operational efficiency.

Note to City of Galveston: We are now operating under “Schneider-Electric Systems USA, Inc.” and **all Contracts and Purchase Orders should be made out to “Schneider Electric System USA, Inc.”**

1. EXECUTIVE SUMMARY

The Schneider Electric Customer FIRST Support and Services program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from your Eurotherm system. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help Customer FIRST members effectively utilize our applications, systems, services and solutions.

Schneider Electric globally-situated support and service teams are uniquely qualified to deliver the high quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Eurotherm system from the potential of catastrophic loss.

The Schneider Electric Customer FIRST program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, Schneider Electric can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance, and through recognition by prestigious organizations such as TSIA (Technology Services Industry Association).

Customer First Support Contract

The control system at the Main Wastewater Treatment Plant utilizes different equipment than the other sites in Galveston, see the chart below.

The other sites use the Wonderware / EurothermSuite (Operations Server and Viewer) software and the T2550 PAC system.

The Main Wastewater Treatment Plant features the more comprehensive Wonderware PAC / System Platform with Galaxy Repository and the latest strategy engine T2750 control system.

Please note, the 17Q-0083-3 service support contract renewal quotation, covers the former Galveston sites and the service support contract, 17Q-0009-5, relates to the Main Wastewater Treatment Plant. This separation of support contracts was requested by you due to a different budget being used to support the Main Wastewater Treatment Plant.

2. CUSTOMER FIRST PRICING SUMMARY

2.1. PROPOSAL ACCEPTANCE

This Proposal is valid for 90 calendar days from the date of this Proposal.

2.2. SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

Optional Services

Your Customer FIRST Program includes the listed Support and Services features.

A2 SELECTION SUMMARY ELITE LEVEL	Pricing Year 1 (USD)	Pricing Year 2 (USD)	Pricing Year 3 (USD)
INCLUDED FEATURES:	\$34,294.74	\$35,308.38	\$36,351.99
Onsite Corrective Assistance - Labor Cost Inclusive	Included	Included	Included
MEP - Material Cost Inclusive	Included	Included	Included
<u>Total</u>	<u>\$34,294.74</u>	<u>\$35,308.38</u>	<u>\$36,351.99</u>

2.3. BILLING SCHEDULE

This Customer FIRST program is:

☒ A new agreement covering Galveston Waste Water Treatment Plant.

The billing cycle is:

☒ Annual

PAYMENT SCHEDULE	ANNUAL PAYMENT AMOUNT (USD)	PERIOD PAYMENT (USD)	PERIOD LENGTH	START DATE	END DATE
Year 1	\$34,294.74	\$34,294.74	Annual	1/1/2018	12/31/2018
Year 2	\$35,308.38	\$35,308.38	Annual	1/1/2019	12/31/2019
Year 3	\$36,351.99	\$36,351.99	Annual	1/1/2020	12/31/2020

Payment is due 30 days from date of invoice.

3. PROPOSAL SCOPE

The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support via a variety of communication modes, remote and onsite corrective support, annual product lifecycle assessment, and more. Discounts on value-add services are also offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements you anticipate encountering during the timeframe of your Agreement.

4. AGREEMENT CONTENT

4.1. CUSTOMER FIRST PROGRAM - INTRODUCTION

The Schneider Electric Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

4.2. CUSTOMER FIRST PROGRAM – ELITE LEVEL

Schneider Electric offers **Elite** level membership in the Customer FIRST Support and Services program for those with the most critical business requirements, ideal for large enterprise or global organizations. Fulfill your demanding needs for support and services with everything the Schneider Electric Customer FIRST Support and Services program has to offer: 24/7 access to technical support, software updates and upgrades, remote services, inventory support and on-site corrective and preventive maintenance services. Your Account Manager can provide their in-depth Schneider Electric and industry expertise to facilitate attention to complex issues and relationships on your behalf. Supplement your in-house resources with the optional services of a full time or part time Schneider Electric Resident Engineer. Utilize the significant discounts available to you for Consulting and Site Engineering services to enhance your team's capabilities, or to increase your engineering capacity in a flexible manner.

CUSTOMER FIRST PROGRAM – A2 FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

		A2 System	
Included Services		Elite	
Technical Support And Services			
Business Hours Technical Support (normal local business hours)		•	
Annual Lifecycle Assessment Report		•	
Upgrade Planning Roadmap		•	
En route response commitment for Onsite Corrective Assistance		4hrs*	
Discount on Consulting Services (when purchased with Service Agreement)		•	
Emergency 24 Hour Technical Support (24/7/365)		•	
Support Usage and Summary Reports		•	
Number of Contract Management/Performance reviews per year		4	
Software Maintenance And Utilities			
Software maintenance releases, service packs, patches and updates		•	
Hardware Maintenance			
Number of Preventive Maintenance site visits per year		4	
Discount on Site Support Services		•	
Module Exchange/Reserve Program		Exchange	
MEP/MRP Parts Discount		•	
Discount on Spares		•	
* where available			

* where available

** exclude labor and hardware, additional conditions apply.

Optional Services

Onsite Corrective Assistance - Labor Cost Inclusive
MEP - Material Cost Inclusive

Elite**Included****Included**

4.3. CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

4.3.1. Elite Level – Included Services

4.3.1.1. Elite Level – Common Elements

Business Hours Technical Support:

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

Annual Lifecycle Assessment Report:

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment Report provides a top level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

Upgrade Planning Roadmap:

Building on the Lifecycle Assessment Report, Schneider Electric will assess the components of your system and applications, as appropriate, for potential upgrade to preferred (current) phase products. This is a collaborative activity between customer staff and Schneider Electric that focuses on identifying a logical progression for the potential upgrade of your Schneider Electric equipment, software and files, and potentially, third party products. The deliverable is a high-level upgrade roadmap that will help facilitate effective short and long term upgrade planning decisions. It will be updated annually, and may be used as the foundation for the optional Upgrade and Migration Planning service.

Onsite Corrective Assistance – En route Response Commitment:

In the event that our Technical Support Engineers/Consultants are unable to resolve your support case via remote methods, Schneider Electric will provide hands-on corrective assistance at your site.

A skilled Schneider Electric service engineer/consultant will travel to your site to perform necessary remedial actions with the objective of returning your system or application to normal operation. These activities may include system troubleshooting, defective hardware replacement, and software restoration³ or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the level of Customer FIRST support enrollment, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric' control.

Notes:

- 1) Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, preventative maintenance work, startup support and upgrade labor.
- 2) Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.

This Customer FIRST Support and Services Agreement includes:

Elite level: 4 hours en route response commitment.

Emergency Technical Support (24/7/365):

Schneider Electric provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system or plant down situation.

Support Usage and Summary Report:

The Support Usage and Summary Report highlights all support case activity logged by Schneider Electric' service management system. The report is distributed via email on a monthly basis.

Number of Contract Management/Performance Reviews per year:

Schneider Electric will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to your site.

Elite level: Four (4) reviews per year.

4.3.1.2. Elite Level – Software Elements

Software Maintenance Releases, Service Packs, Patches and Updates:

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period. This applies to software that is in the Preferred (i.e., most current) lifecycle phase.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Software installation and startup activities are not part of the Customer FIRST program. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

4.3.1.3. Elite Level – Hardware Elements

Number of Preventive Maintenance site visits per year:

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications.

They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

On an annual basis, tools for are used to extract current system configuration data for analysis, and the resulting report will identify any issues that may require corrective activity. The data extracted will become the basis of the Lifecycle Assessment Report, which is described elsewhere in this proposal.

Notes:

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*
- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit does not include installation of version licenses, revision releases and maintenance releases, or any startup activities. These activities require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

Elite level: Four (4) Preventive Maintenance site visits per year.

Discount on Site Engineering Services:

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Engineering Services.

Site Engineering Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Site Engineering Services are generally applicable to smaller scale projects. Schneider Electric will help you define the scope of work to meet your specific requirements. If you are interested in having similar work performed on a larger scale, arrangements can be made with the appropriate resources within our organization.

For examples of applicable activities, refer to “Site Engineering Services in the “Policies and Guidelines for Specific Customer FIRST Features” section of this document.

Elite level: 15% discount

Module Exchange Program (MEP):

Schneider Electric provides access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component on your A2

System, you may arrange for exchange of the malfunctioning unit with another unit. The replacement material generally ships within one business day of request for service. Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate. Pricing is contingent on receipt of the malfunctioning equipment at Schneider Electric' designated facility, and Schneider Electric' subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

MEP Parts Discount:

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Exchange Program Policy qualifications.

Elite level: 43% discount. Landed costs (duties, fees, etc.) may apply.

Discount on Spares:

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Elite level: 18% discount

4.3.2. Elite Level – Included Optional Services

Schneider Electric has included the following optional services with your Customer FIRST Support and Services program.

Onsite Corrective Assistance – Labor Cost Inclusive:

The Customer FIRST program allows you to control your maintenance budget by including prepaid labor costs, and associated travel and living expenses, for Onsite Corrective Assistance in your Support and Services Agreement coverage. Coverage hours are 24/7/365.

Module Exchange Program (MEP) – Material Cost Inclusive:

Products provided from Schneider Electric inventory under the Module Exchange Program will be covered (non-billable) under this Agreement, contingent on receipt of the customer's malfunctioning equipment at its designated facility and subsequent determination by Schneider Electric that the returned unit meets Module Exchange Program Policy qualifications.

5. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

The policies and guidelines described in this section apply to the specifically ascribed service deliverables and programs.

5.1. SUPPORT HOURS AND RATES

Labor-based support and services outside the scope of this agreement shall be performed during the Normal Business Day (NBD). Support and services rendered outside of the Normal Business Day may be billable, subject to the labor terms and provisions of this Agreement.

The Normal Business Day shall be defined by local practice or labor law, or as defined in this agreement between Schneider Electric and Customer.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	Normal workday hours: <u>8:00 AM to 5:00 PM</u> Normal work week: <u>Monday thru Friday</u> ☒ Schneider Electric-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site. The point of origin shall be: ☒ Home base of the Schneider Electric engineer performing the work The following detail will apply as determined appropriate by Schneider Electric and Customer. Travel hours will be billed for: ☒ Actual time incurred
3	SERVICE RATES	☒ Service Rates are defined in local Service Rate Schedule

5.2. ON-SITE SERVICES

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric' current list prices.

5.3. LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next:
<http://iom.invensys.com/EN/Pages/Support.aspx>

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Schneider Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website <http://support.ips.invensys.com> . Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

5.4. SUPPORT EXCLUSIONS

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the ICFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software not specifically listed in the Schneider Electric Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the ICFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed

5.5. MODULE EXCHANGE PROGRAM (MEP) POLICY

If you encounter an issue with your A2 system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Exchange Program (MEP) is available to A2 system customers with Customer FIRST program Elite level coverage.

The requested replacement unit will be shipped by Schneider Electric in ADVANCE of Schneider Electric receiving your malfunctioning unit.

2) PRODUCT LIFECYCLE & AVAILABILITY

Components are categorized in the Available, Preferred, Mature and LifeTime Phases defined in the Lifecycle Policy in the "Components and Software Covered" section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.

- a) Equipment can be requested by the customer's authorized personnel by contacting the Schneider Electric support center or representative in the customer's geographical area, or the Global Customer Support center in the United States of America (telephone 508-549-2424). Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.

- b) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.
- c) The requested replacement material will be shipped generally within one business day of order placement, subject to availability. Refer to "Product Lifecycle and Availability" above.
- d) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- e) A purchase order or credit card number will be requested at time of order placement if product is billable.

4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC-DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
- b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Schneider Electric -designated location within 20 days from date of Schneider Electric shipping the refurbished replacement unit to the customer.

5) EVALUATION OF RETURNED PRODUCT

- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
- b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non-Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

7) WARRANTY

- a) The Module Exchange Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

6. WARRANTY

Warranty protection for new Schneider Electric products is provided for specific time periods as defined in the Schneider Electric document entitled General Terms and Conditions of Sale of Goods and Services and License of Software, and in accordance with local consumer protection laws.

If an issue is encountered with a product that is under warranty, contact Schneider Electric to request technical support. If the reported situation involves a warranty issue that is resolvable via replacement of hardware or software, Schneider Electric will advise you of the appropriate options. These options include non-billable hardware repair services, and replacement of hardware or software media.

If hardware or software is replaced under warranty, Schneider Electric will provide a 90 day warranty, or honor the remaining warranty period of the original product, whichever is longer.

7. COMPONENTS COVERED

7.1. COMPONENTS AND SOFTWARE COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

The following sections show , the computer software, network topology and PAC instruments supported in this agreement.

Software supported (Available Product Status)

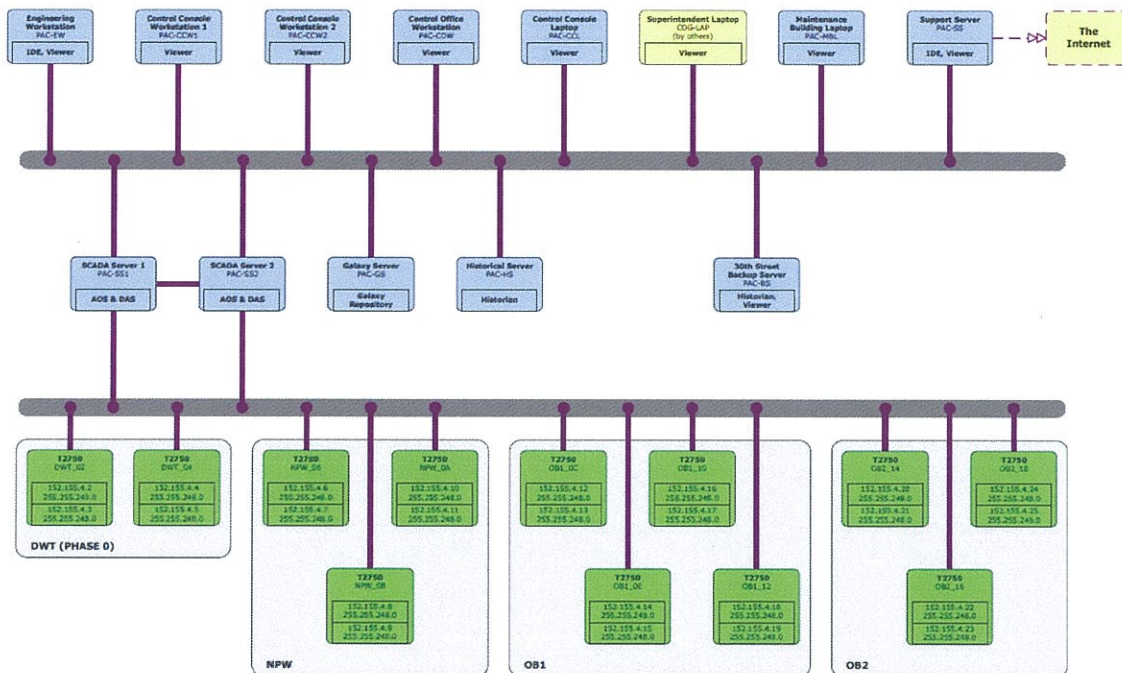
City Of Galveston - Main WWTP Reconstruction Installed Control Network Software

Rev: 09/01/13		US-02108	Subnet: 255.255.248.0		Microsoft				Symantec		System Platform 2012				WW			
					Windows Server 2008 R2 Std.	Windows 7 Pro, x64	SQL Server 2008, SP1	Office 2010 Pro	System Recovery 2013	Endpoint Protection v12.1	Archestra IDE	Wonderware Application Server	Wonderware Historian Server	Wonderware Historian Client	InTouch 2012 HMI Developer	InTouch 2012 HMI Runtime	PAC 6.2 LINtools	Printer Driver
Name	Designator	Type	Network	IP Address														
30th Street Backup Server	PAC-BS	Server Tower	Control	152.155.4.50	0			0	0	0	0		0	0	0	0	0	
Control Console Laptop	PAC-CCL	Laptop	Control	152.155.4.56		0		0	0	0					0			
Control Console Workstation	PAC-CCW1	Workstation	Control	152.155.4.57		0		0	0	0				0		0		0
Control Console Workstation	PAC-CCW2	Workstation	Control	152.155.4.58		0		0	0	0				0		0		0
Control Office Workstation	PAC-COW	Workstation	Control	152.155.4.66		0		0	0	0					0			0
Engineering Workstation	PAC-EW	Workstation	Control	152.155.4.59		0		0	0	0	0	0		0	0	0	0	0
Galaxy Server	PAC-GS	Server Rack	Control	152.155.4.53	0		0		0	0	0	0				0	0	0
Historical Server	PAC-HS	Server Rack	Control	152.155.4.54	0		0	0	0	0	0		0	0				0
Maintenance Building Laptop	PAC-MBL	Laptop	Control	152.155.4.64		0		0	0	0	0					0		
SCADA Server 1	PAC-SS1	Server Rack	Control	152.155.4.51	0		0		0	0		0						0
SCADA Server 2	PAC-SS2	Server Rack	Control	152.155.4.52	0		0		0	0		0						0
Support Server	PAC-SS	Server Rack	Control	152.155.4.55	0			0	0	0	0	0				0		

Customer First Support Contract

Network Topology

The network topology of the system supported is as follows:



Customer First Support Contract

Instruments Supported (Preferred Product Status)

Location	Device Designator	Device Description	Model	Part Number	Quantity
PAC-DWT	DWT_02	Controller	T2750M	T2750M-FAMBMTXXXX	2
PAC-DWT	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-DWT	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-DWT	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-DWT	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-DWT	-	AO2 Module	2500MF	2500MF-E0F00000	5
PAC-DWT	-	AO2 Terminator	2500TF	2500TF-NU00F00000	5
PAC-DWT	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-DWT	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-DWT	-	DO16 Module	2500MF	2500MF-70F00000	2
PAC-DWT	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2
PAC-DWT	-	Power Supply	2750P	2750P/5A0	2
PAC-NPW	NPW_04	Controller	T2750	T2750M-FAMBMTXXXX	1 or 2?
PAC-NPW	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-NPW	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-NPW	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-NPW	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-NPW	-	AO2 Module	2500MF	2500MF-E0F00000	2
PAC-NPW	-	AO2 Terminator	2500TF	2500TF-NU00F00000	2
PAC-NPW	-	DI16 Module	2500MF	2500MF-60F00000	2
PAC-NPW	-	DI16 Terminator	2500TF	2500TF-6U00F00000	2

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PAC-NPW	-	DO16 Module	2500MF	2500MF-70F00000	1
PAC-NPW	-	DO16 Terminator	2500TF	2500TF-7U00F00000	1
PAC-NPW	NPW_06	Controller	T2750	T2750M-FAMBMTXXXX	1
PAC-NPW	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-NPW	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-NPW	-	AI3 Module	2500MF	2500MF-C0F00000	3
PAC-NPW	-	AI3 Terminator	2500TF	2500TF-DU00F00000	3
PAC-NPW	-	AO2 Module	2500MF	2500MF-E0F00000	2
PAC-NPW	-	AO2 Terminator	2500TF	2500TF-NU00F00000	2
PAC-NPW	-	DI16 Module	2500MF	2500MF-60F00000	2
PAC-NPW	-	DI16 Terminator	2500TF	2500TF-6U00F00000	2
PAC-NPW	-	DO16 Module	2500MF	2500MF-70F00000	1
PAC-NPW	-	DO16 Terminator	2500TF	2500TF-7U00F00000	1
PAC-NPW	-	Power Supply	2750P	2750P/5A0	2
PAC-OB1	OB1_08	Controller	T2750	T2750M-FAMBMTXXXX	1 or 2?
PAC-OB1	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-OB1	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-OB1	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-OB1	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-OB1	-	AO2 Module	2500MF	2500MF-E0F00000	3
PAC-OB1	-	AO2 Terminator	2500TF	2500TF-NU00F00000	3
PAC-OB1	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-OB1	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-OB1	-	DO16 Module	2500MF	2500MF-70F00000	2

Customer First Support Contract

PAC-OB1	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2
PAC-OB1	OB1_0A	Controller	T2750	T2750M-FAMBMTXXXX	2
PAC-OB1	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-OB1	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-OB1	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-OB1	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-OB1	-	AO2 Module	2500MF	2500MF-E0F00000	3
PAC-OB1	-	AO2 Terminator	2500TF	2500TF-NU00F00000	3
PAC-OB1	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-OB1	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-OB1	-	DO16 Module	2500MF	2500MF-70F00000	2
PAC-OB1	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2
PAC-OB1	-	Power Supply	2750P	2750P/5A0	2
PAC-OB2	OB2_0C	Controller	T2750	T2750M-FAMBMTXXXX	2
PAC-OB2	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-OB2	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-OB2	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-OB2	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-OB2	-	AO2 Module	2500MF	2500MF-E0F00000	4
PAC-OB2	-	AO2 Terminator	2500TF	2500TF-NU00F00000	4
PAC-OB2	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-OB2	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-OB2	-	DO16 Module	2500MF	2500MF-70F00000	2
PAC-OB2	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2

Customer First Support Contract

PAC-OB2	-	Power Supply	2750P	2750P/5A0	2
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The cost of repair or replacement of computers & network hardware is excluded in this agreement and are the responsibility of the City of Galveston.

8. CONTACT INFORMATION

8.1. CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

8.1.1. Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	City of Galveston
Billing Address	
Shipping Address	
End User Address	
Sold To Address	

8.1.2. Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1			Tel: Mobile: Fax: Email:
2			Tel: Mobile: Fax: Email:

Customer First Support Contract

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
3			Tel: Mobile: Fax: Email:

8.1.3. Site Identification

This Customer FIRST Support and Services Agreement covers the identified systems located at the following sites.

	Site Name and Location	City of Galveston	Galveston, Texas
1.	City of Galveston Waste Water Treatment	Foxboro A ² System	

8.2. SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

8.2.1. Individual Schneider Electric Contacts

The following individuals have assisted in preparing this Customer FIRST Support and Service Agreement.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Ronnie Gaussiran	Regional Service Manager	O: 713-329-8613 E: ronnie.gaussiran@schneider-electric.com
2	Bryan Sutherland	Senior Manager, Project Delivery Engineering	O: 703-724-7396 E: bryan.sutherland@schneider-electric.com

United States:
Schneider Electric Support Center
Foxboro, MA, USA
Telephone: 1-866-746-6477 (toll-free USA)
Telephone: 1-508-549-2424
Facsimile: 1-508-549-4999
Email: systems.support@schneider-electric.com

8.2.2. Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Advantage upgrade claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC LOCATION	CONTACT INFORMATION
United States of America (USA) <i>NOTE: Always contact the telephone numbers provided here for Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i>	Schneider Electric Systems, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA	Worldwide support: Telephone: +1 508-549-2424 Fax: +1 508-549-4999 Email: systems.support@schneider-electric.com USA toll free: Telephone: +1 866-746-6477

8.3. PURCHASE ORDER SUBMITTAL

To facilitate Purchase Order Processing and eliminate possible rework and review cycles, please ensure your Purchase Order includes the following information:

- The Purchase Order has an authorized signature and is dated.
- The Ship To Address is listed.
- The Invoice Address is listed.
- The Schneider Electric Quotation 17Q-0009-4, terms and conditions – will govern and supersede – any terms provided by Purchaser.

Contracts and Purchase Orders should be made out to: **Schneider Electric Systems USA, Inc.**

Send completed purchase orders to the Schneider Electric entity as follows:

FOR UNITED STATES ORDERS

Email: orderverification.eurotherm.us@schneider-electric.com

Fax: 703-724-7303 Attn: Order Management

Mail: Schneider Electric Systems USA, Inc.
Attn: Order Management
44621 Guilford Drive, Suite 100
Ashburn, Virginia 20147

9. COMMERCIAL SECTION

9.1. PROJECT TERMS AND CONDITIONS

Proposal Acceptance:	This proposal is valid for 90 calendar days from the date of - proposal.
Firm Prices:	Prices are in USD and are firm for all Customer FIRST Program support and services.
Taxes/Duties:	Sales taxes, duties and other fees are not included in this proposal.
Payment/Schedule	Payment schedule is defined in this proposal.
Services:	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
Others:	Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate. This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded.
Commercial Terms	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric terms and conditions may be defined in this proposal.

9.2. CUSTOMER FIRST PROGRAM TERMS AND CONDITIONS

1. General. The Customer FIRST Program ("CFP") is a fee-based software and hardware maintenance and support program. By paying the CFP Fee and participating in the CFP, Customer agrees to all of the terms and conditions contained in the Proposal and these Customer FIRST Terms and Conditions (together, the "Agreement"). Any new Software or Goods will be provided per Schneider Electric Systems, Inc., d/b/a Schneider Electric USA, Inc. ("Schneider Electric") General Terms and Conditions of Sale of Goods and Services and License of Software.

1.1 Definitions.

(a) "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories defined and supported under the Agreement.

(b) "CFP Fee" shall mean the fees described in the Proposal to be paid by Customer to Schneider Electric.

(c) The "Proposal" shall mean the document which may describe, among other things, the specific (i) support level chosen by the Customer, (ii) Services to be provided by Schneider Electric, (iii) CFP Fee, (iv) payment terms, and (v) Goods and/or Software covered under the Agreement.

(d) "Software" shall mean Schneider Electric computer software programs defined and supported under the Agreement in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding Third Party Products, their related instructions manuals and documentation, for which Schneider Electric grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Schneider Electric's end-user license agreement applicable to the particular Software at the time of delivery or, if such Software does not include an end-user license agreement at the time of delivery, then in accordance with the Software license terms and conditions set forth in a written agreement between Schneider Electric and Customer.

(e) "Services" shall mean the support services described in the Schneider Electric Proposal.

(f) "Specifications" shall mean the Schneider Electric standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Schneider Electric and Customer in relation to the Goods and Software.

(g) "Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by Schneider Electric to Customer, unless otherwise agreed in writing by Schneider Electric, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

2. Purchase. The CFP is priced based on the value of Schneider Electric Software licenses owned (or being purchased) by the Customer site at the time the CFP Fee is paid and the support level selected by Customer, and, in the case of Goods, is based on the type and number of Goods owned (or being purchased) by the Customer and the support level selected by Customer at the time the CFP Fee is paid. Following payment of the CFP Fee, any new Software or Goods purchased by the Customer during the Agreement term must be purchased with coverage under the CFP, which will be pro-rated to expire at the same time as the initial expiration date. Alternatively, a Customer may opt to back-charge applicable CFP Fees for the new Software and Goods at the time of renewal, including back charges plus a minimum of one year agreement duration. Unless otherwise agreed in writing by Schneider Electric, Schneider Electric reserves the right to increase CFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Schneider Electric for expenses incurred by Schneider Electric to perform the Services, including but not limited to travel and living expenses.

To enroll in and purchase the CFP (Standard, Premium and Elite levels provide free software version upgrades) for Software only, a Customer must possess (not necessarily be running) the most current version of Schneider Electric Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Schneider Electric Software, they must first purchase an upgrade to the current / preferred version. Schneider Electric may offer incentives for Customers to purchase version upgrades.

Customer First Support Contract

Except as stated in Section 8.2 (a), the CFP Fee for any initial, renewal, prorated or other term is non-refundable.

Unless otherwise stated in the Proposal, the CFP Fee and all other fees and expenses under the Agreement are due and payable by Customer within thirty (30) days of Customer's receipt of Schneider Electric's invoice.

2.1 Support Reinstatement for Lapsed Enrollment. Schneider Electric strongly encourages Customers to renew their Customer FIRST support enrollment on time; in other words, prior to the expiration date. Customer's ability to access Schneider Electric technical support and service resources will expire with the Customer FIRST agreement end date. Additionally, should a lapse in support enrollment occur, Customers may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

3. Customer FIRST Program Levels. The CFP portfolio offers a wide choice of offerings to meet Customer business requirements. Specific program level benefits are described in the Schneider Electric Proposal and the CFP User Guide.

4. Scope of Support. Schneider Electric provides Services in accordance with the Schneider Electric lifecycle support policy applicable to the Agreement-covered Software and Goods. The Schneider Electric lifecycle policy is published on the Schneider Electric brand support websites, and may be referenced in the Schneider Electric Proposal and CFP Guide. Although Schneider Electric and its Certified Support Providers (third parties retained by Schneider Electric to provide Services to Customers under the CFP, including but not limited to Authorized Distributors and other support providers) may attempt to resolve issues arising in earlier Schneider Electric goods or software versions, they do not have any obligation to do so under any support level in the CFP unless extended support for obsolete versions is available and purchased on a product by product basis.

4.1 Support Exclusions.

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric's services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric's then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software not specifically listed in the Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

Customer First Support Contract

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric's advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

5. Access to Facilities and Equipment. The Customer will furnish at no cost to Schneider Electric suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Software covered under the Agreement. Schneider Electric shall have full and free access to the Goods and Software in order to provide any on-site corrective support Services under the Agreement. Customer will identify person(s) who will interface with the Schneider Electric or other designated support center under the terms of the Agreement.

Any maintenance or repair services performed on the Goods or Software by Customer or third party personnel resulting in additional material or corrective support service requirements by Schneider Electric will be invoiced at then current time and material service rates.

6. Remote Services Security. (Applicable to systems using RemoteWatch or legacy Schneider Electric-proprietary Remote Services) Remote Services communication will be conducted only by Schneider Electric trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Access by Schneider Electric to the Customers system from the RemoteWatch Server is permitted only via Customer-maintained security credentials. All session screen information will be recorded and archived by Schneider Electric with date and time stamp. Data indicating health status of the customer system will be transported via connection initiated from the RemoteWatch Services server. Any work accomplished on a customer system must be authorized by a customer representative. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Schneider Electric and shall be returned to Schneider Electric upon termination of the Agreement.

7. On-Site Services.

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

Customer First Support Contract

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric's current list prices.

8. Term. The term of the Agreement shall be as stated in the Schneider Electric Proposal ("Term"). Notwithstanding anything else in a Customer purchase order or other order document, or if the Customer purchase order or other order document is issued for a period of less than the Term of this Agreement, Customer agrees that the Term of the Agreement shall be the stated Term, and such Term shall take precedence over any other period stated elsewhere. If Customer issues a Customer purchase order or other order document for less than the full Term, Customer's failure to issue a subsequent Customer purchase order or other order document for the remainder of the Term shall be considered a Termination for Convenience pursuant to Section 8.2(b) hereafter. Thereafter, subject to the other limitations and requirements described in the Schneider Electric Proposal and herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Schneider Electric. All software licenses and Goods for a given Schneider Electric brand (including but not limited to Avantis, Eurotherm, Foxboro, SimSci-ESSCOR, Triconex and Wonderware) at a participating site must be covered under the CFP during the initial term or any renewal or prorated terms.

8.1 Termination. The Agreement may be terminated by Schneider Electric and all Services under the CFP stopped if:

(a) Customer has breached any of its material obligations under the Agreement and has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(b) Customer has breached any of its material obligations under any Schneider Electric end user licensing agreement and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(c) Customer does not use the Services for its own internal business purposes or uses the Services to provide similar services related to the Software or Goods to any third party and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric; or,

(d) Customer fails to pay the CFP Fee when due and Customer has not cured such breach within ten (10) days of receipt of a notice of default from Schneider Electric.

8.2 Termination For Convenience.

(a) Schneider Electric may at any time, without cause, terminate the Agreement and stop all Services under the CFP, by giving Customer ninety (90) days written notice of such termination. If Schneider Electric elects to terminate under this Section 8.2(a) prior to the end of the then-current Agreement term, then Customer shall be entitled to a pro-rated refund of CFP Fees actually paid by Customer to Schneider Electric.

(b) Customer may terminate the Agreement without cause by giving Schneider Electric ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Schneider Electric (i) all fees and expenses (including but not limited to CFP Fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which

Customer First Support Contract

termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

8.3 No Damages for Termination. Schneider Electric will not be liable to Customer for any claims or damages of any kind arising out of termination of the Agreement in accordance with Sections 8.1 ("Termination") or 8.2 ("Termination For Convenience").

9. Suspension of Services. Without prejudice to other remedies available by law, Schneider Electric reserves the right to suspend Services if Customer does not comply with its obligations under the Agreement.

10. Work Product and Residual Rights. "Work Product" means any new or useful art, discovery, improvement, deliverable, process, invention, modification, enhancement, product, software, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information. Any Work Product developed under the Agreement is not to be considered made-for-hire under the United States Copyright Act and, at all stages of development, will remain the sole and exclusive property of Schneider Electric. Customer further agrees that it will take all actions and execute and deliver all documents requested by Schneider Electric in order to evidence Schneider Electric's rights in and to the Work Product. It is agreed and understood that Schneider Electric is otherwise free to use its general knowledge, skills and experience and any general ideas, concepts or know-how and techniques related to or derived from the performance of Services under the Agreement.

10.1 Confidential Information. "Confidential Information" shall mean any and all information in any form that disclosing party provides to receiving party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the receiving party can show (a) is or has become generally available to the public without breach of the Agreement by the receiving party, (b) became known to the receiving party prior to disclosure to the receiving party by the disclosing party, (c) was received from a third party without breach of any nondisclosure obligations to the disclosing party or otherwise in violation of the disclosing party's rights, or (d) was developed by the receiving party independently of any Confidential Information received from the disclosing party. Additionally, Confidential Information does not include work product resulting from the Services performed hereunder.

Each party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each party agrees to (i) protect the Confidential Information received from the disclosing party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the Confidential Information received from the disclosing party only in furtherance of the business relationship between the parties. Upon termination of the Agreement or upon written request submitted by the disclosing party, whichever comes first, the receiving party shall return or destroy, at the disclosing party's choice, all of the disclosing party's Confidential Information. Neither party shall, except with respect to its employees, contractors or agents with a need to know for purposes of the Agreement, disclose to any person any Confidential Information received from the disclosing party without the disclosing party's prior written consent. However, the receiving party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided that the receiving party shall first notify the disclosing party of such order and afford the disclosing party the opportunity to seek a protective order relating to such disclosure.

A receiving party's obligations hereunder, including the obligations to protect and preserve the secrecy of Confidential Information delivered hereunder will survive any termination or expiration of the Agreement for a period of five (5) years from the date of disclosure.

11. Limited Warranties and Exclusive Remedy. Services will be performed in a professional manner and warranted for a period of 90 days from the date of Service. Schneider Electric warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Schneider Electric warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Customer's exclusive remedy, and Schneider Electric's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

Customer First Support ContractDISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHNEIDER ELECTRIC, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCHNEIDER ELECTRIC DOES NOT WARRANT THAT THE SOFTWARE OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN SCHNEIDER ELECTRIC'S DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE OR GOODS WILL BE UNINTERRUPTED OR

ERROR-FREE OR THAT THE SOFTWARE, GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO CYBER SECURITY SERVICES, WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.

12. Liability Limitation and Exclusion of Damages. In no event shall Schneider Electric be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by a Customer or third party, whether in an action in contract or tort, even if Schneider Electric has been advised of the possibility of such damages. Schneider Electric's liability for damages hereunder or relating hereto (whether in an action in contract or tort) shall in no event exceed the amount of fees paid to Schneider Electric by Customer with respect to the Services provided to Customer within the 12 month period prior to the time such liability arose. The provisions of this Section 12 allocate the risks between Schneider Electric and a Customer and Schneider Electric's pricing reflects this allocation of risk and the limitation of liability specified herein.

13. Taxes. CFP Fees and other fees due under the Agreement do not include state, federal, local sales tax, use, excise, valued added or other similar taxes, all of which will be paid by Customer.

14. Relationship of Parties. The parties to the Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

15. Customer's Obligations.

(a) Customer shall indemnify, hold harmless and defend Schneider Electric from and against any claims, damages or liabilities asserted by any third party against Schneider Electric as a result of Schneider Electric's access to Customer's or Third Party Products including but not limited to claims, damages or liabilities for infringement of any third party's intellectual property rights.

(b) Schneider Electric's performance depends upon Customer's timely and effective cooperation, including providing Schneider Electric with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Schneider Electric will not be liable for any failure to perform Services under the Agreement, to the extent that the failure is caused by Customer's lack of cooperation. Schneider Electric may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

16. Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it will be determined to be illegal, invalid or unenforceable under such law be deemed null and void. The Agreement will otherwise remain in full force and effect.

17. No Implied Waivers. The failure of either party to exercise any right or option granted under the Agreement, or to require the performance by the other party hereto of any provision of the Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.

18. Assignment. Customer may not assign the Agreement, in whole or in part, without Schneider Electric's prior written consent. Any attempt to assign the Agreement without such consent will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

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19. Translation. The language of the Agreement is expressly stipulated to be English. In the event that the Agreement is translated into another language, the English language version of the Agreement shall govern for purposes of interpretation and enforcement.

20. Force Majeure. Except for payments due under the Agreement, neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

21. Compliance.

(a) Restricted Rights Legend - U.S. Government Users. The software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through

227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Schneider Electric Systems, Inc., 5601 Granite Parkway, Suite 1000, Plan, TX 75024. Telephone: (469) 365-6400.

(b) Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor Goods nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

22. Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The governing language for the Agreement shall be English, and no concurrent or subsequent translation of the Agreement into any language shall modify any term of the Agreement and the English language version of the Agreement shall control in the event of conflict. Any claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure under the supervision of the arbitrators. The arbitration proceeding shall occur in Boston, Massachusetts. The parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees. In no event shall any arbitration award provide a remedy beyond those permitted under the Agreement, and any award providing a remedy beyond those permitted under the Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

23. Survival of Provisions. The Sections of the Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections: Section 8.3 ("No Damages For Termination"), Section 10 ("Work Product and Residual Rights"), Section 10.1 ("Confidential Information"), Section 11 ("Limited Warranties and Exclusive Remedy"), Section 12 ("Liability Limitation and Exclusion of Damages"), Section 13 ("Taxes"), Section 15 (a), Sections 16-22 and Sections 23-24.

24. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or

Customer First Support Contract

oral, relating to its subject matter. The Agreement may be amended or modified only by a writing that is signed by authorized representatives of both parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that Customer may use in connection with the Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, the Agreement, regardless of any failure of Schneider Electric to object to such terms, provisions or conditions.

10. AGREEMENT ACCEPTANCE

Execution of this Agreement & receipt of a Purchase Order represents acceptance into the Customer FIRST program and acceptance of these terms and conditions for the term indicated above.

PURCHASER	
Client (Company) Name	City of Galveston
Address	
City/State/Zip	
Country	USA
Authorized Purchaser Representative	
Title	
Date	

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	Schneider Electric Systems USA Inc.
Acceptance By	
Title	Senior Manager, Solutions & Services Delivery
Date	11/17/2017

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

December 1st, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

Subject: Consider for approval, Amendment#2 dated August 18, 2017 from Freese and Nichols, Inc., for a decrease in the contract amount by \$28,580 from \$783,330 to \$754,750. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background:

- A.** The City of Galveston receives potable water from the mainland through two supply lines (36" installed in 2000, and 30" installed in 1920s) located on the causeway.
- B.** The age of the existing water supply lines have prompted the City of Galveston to look into alternatives for an additional water supply line to add reliability and redundancy to the water supply system.
- C.** To add reliability and redundancy, City Council approved an agreement with TXDOT for \$388,931.80, to install anchors in the eastern pedestrian shoulder of the Causeway for a future water supply line.
- D.** Freese and Nichols was originally tasked with designing a new 36-inch redundant and reliable water supply line supported on these anchors across the causeway and:
 - 1. Confirm design parameters for attaching the proposed 36-inch water supply line to the bridge,
 - 2. Prepare construction plans and specifications for the bidding and construction of this proposed 36-inch water supply line, and
 - 3. Perform Regulatory Agency Coordination to include meetings with TXDOT, USACE, U.S. Coast Guard, and Gulf Coast Water Authority.
- E.** During design coordination with TXDOT, the original calculations for the support system to install the 36" pipe across the causeway bridge deck was requested.
- F.** Both TXDOT and TXDOT's consultant indicated that the timing of the calculation request exceeded their normal document retention policy.
- G.** Since the original calculations could not be obtained, Freese and Nichols proposed the re-creation of these calculations, to ensure the 36" pipe can be supported by the existing anchors in the eastern pedestrian shoulder.
- H.** A Contract Amendment#1 for \$33,330 was submitted by Freese and Nichols to develop these calculations for bridge deck/shoulder capacity verification, and decrease the water pipe size to 30" to reduce project construction costs and loading.

II. Current Situation:

- A. Based on the more recent meeting with TxDOT on 4/20/17, the 30" pipe will not be supported using hangers off of the bridge on the approach sections of the bridge.
- B. A Finite Element Analysis was proposed to TxDOT, and TxDOT agreed that this would be the right path to determine if the segmental box girder section had capacity to hang the pipeline from the bridge deck overhang vs. the hangers.
- C. TxDOT will be provided the Finite Element Analysis and design details for further review and approval of the modified design, per TxDOT's request at the conclusion of the previous meeting.
- D. Since this modified design is not being released for bidding, it is proposed that the bidding and construction administration fee in the contract be utilized upfront for funding the Finite Element Analysis.
- E. This will allow Freese and Nichols to (a) complete the design modification based on the Finite Element Analysis and (b) provide it to TxDOT for their review and approval.
- F. This approach results in a net decrease in contract fee of \$28,580.
- G. Once the funding for the construction is available at a later date, the project can be reprogrammed to include all costs required to complete the construction based on revised cost estimates.

III. Alternatives:

- A. Accept Amendment#2 from Freese and Nichols for a net decrease in contract fee of \$28,580 to fund the Finite Element Analysis for supporting the Causeway Waterline on the bridge deck overhang.
- B. Do not accept the proposal from Freese and Nichols and cause the design to be disapproved by TxDOT and loss of consultant fee paid to date.

IV. Recommendation:

Accept Amendment#2 from Freese and Nichols for \$28,580 to fund the Finite Element Analysis to support the Causeway Waterline on the bridge deck overhang and obtain TxDOT approval of the modified design.

V. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Source:	Water Improvement Fund 2008 Water CO's
Design Fee:	\$ 754,750 (-\$28,580 from \$783,330)
Total Estimated Design Cost:	\$ 754,750

Respectfully Submitted,



Daniel Christodoss, P.E.
City Engineer



CONTRACT CHANGE AUTHORIZATION FORM
Amendment #02

Client: City of Galveston P.O. Box 3266 Galveston, TX 77552 Attn: Daniel Christodoss	FNI Project No.: GAV16529 Client Contract Ref.: (P1602784) Date: August 18, 2017						
Project Description: Galveston Causeway 30-Inch Water Line							
Description of Services Added/Deleted: Services Added: Finite Element Analysis (FEA) on Segmental Box Girder section of Galveston Causeway and Alternatives Analysis for Pipe Structural Supports (\$75,600) Services Deleted: Bid Phase Services (\$26,299) and General Rep Construction Phase Services (\$77,881)							
Deliverables: FEA and Pipe Support Alternatives Analysis Memos							
Compensation shall be adjusted as follows: Additional lump sum fee of Seventy-Five Thousand Six Hundred Dollars (\$75,600) and a reduction of One Hundred Four Thousand One Hundred Eighty Dollars (\$104,180) for a net reduction in the total contract of Twenty-Eight Thousand Five Hundred Eighty Dollars (\$28,580)							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Current Contract</td> <td style="width:50%; text-align: right;">\$783,330</td> </tr> <tr> <td>Amended Amount</td> <td style="text-align: right;">(\$28,580)</td> </tr> <tr> <td>Revised Total Contract</td> <td style="text-align: right;">\$754,750</td> </tr> </table>	Current Contract	\$783,330	Amended Amount	(\$28,580)	Revised Total Contract	\$754,750
Current Contract	\$783,330						
Amended Amount	(\$28,580)						
Revised Total Contract	\$754,750						
Schedule shall be adjusted as follows: The memos will be submitted prior to a meeting with TxDOT that will occur on 7/31/17. The 90% deliverable will be submitted on 9/25/17.							

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

☒ This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF GALVESTON, TEXAS:

BY: 
ALAN C. HUTSON
 Print or Type Name

BY: _____

 Print or Type Name

TITLE: VICE PRESIDENT

TITLE: _____

DATE: 8/21/2017

DATE: _____

**Scope of Services
City of Galveston
Galveston Causeway Water Line
Structural Amendment**

Based on the meeting with TxDOT on 4/20/17, the pipe will not be supported using hangers off of the bridge for the precast Type VI girders on the approach sections of the bridge. In the structural study presented to the City and TxDOT dated 4/14/17 a design approach (alternative 3) was laid out to meet this new design requirement. This design alternative will extend off of the existing bridge bents to support the pipe which will be designed to span from bent to bent without support from the bridge deck overhang. The center span of the bridge (segmental box girder section) was looked at preliminarily to determine capacity and it appeared to have enough but further analysis was recommended. A Finite Element Analysis was proposed to TxDOT and TxDOT agreed that this would be the right path to determine if the segmental box girder section had capacity to hang the line from the bridge deck overhang. The following scope of services is for performing the additional design work for the pipe supports off of the bents and the Finite Element Analysis for the segmental box girder section.

Basic Services

1. Structural Amendment

- a. Two additional meetings with TxDOT to discuss structural designs and analyses results.
- b. Prepare three alternatives for extending the bent cap. The three alternatives to be evaluated are a concrete extension, steel support, and support from the bridge deck.
- c. Design of selected pipe support alternatives.
- d. Design of pipe wall thickness, stiffeners and connections.
- e. Prepare specifications and details for pipe support alternative.
- f. Perform a Finite Element Analysis (FEA) on the segmental box girder section of the bridge deck overhang to determine the capacity for the existing water line.
- g. Provide a memorandum discussing the results of the FEA and pipe support alternatives analysis with a recommendation for the design moving forward.
- h. Deliverables
 - FEA & Pipe Support Memo – Three (3) 8.5"x11" hard copies and one (1) electronic PDF copy.

Schedule

A revised schedule is attached to account for the FEA and pipe support memo and City/TxDOT review and approval of the recommendations.

Fee

FNI proposes to complete this work for a lump sum fee of \$75,600.

City of Galveston Galveston Causeway 30-inch Water Line 8/14/2017 Detailed Cost Breakdown													Project Fee Summary	
													Basic Services	75,600
													Special Services	-
													Total Project	75,600

Basic Services																			
		Employee	Alan Hutson	Jared Barber	Nathan McMillan	Brad Watson	Michael Robertson	Sebastian Varela	Rusty Gibson	James Johnson					Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Phase	Task	Project Role	PIC	PM	EIT	Structural QC	Structural Design	Bridge Eng	QC	Pipe Design									
		Tasks ↓ Current Hourly Bill Rate →	\$259	\$152	\$98	\$253	\$188	\$130	\$292	\$172									
		Review Meetings with TxDOT	6	6		2	2								16	\$ 3,413	\$ 243	\$ 2,100	\$ 5,756
		Pipe Support Alternatives														\$ -	\$ 66	\$ -	\$ 66
		Alternatives Analysis	4	6	8	8	48	8	2	16					100	\$ 18,534	\$ 850	\$ -	\$ 19,384
		Design of Bent Supports	4	6		8	16	24		8					66	\$ 11,710	\$ 561	\$ 2,100	\$ 14,371
		Additional Detail Sheets	2	4		8	16	16		8					54	\$ 9,810	\$ 459	\$ -	\$ 10,269
		Finite Element Analysis														\$ -	\$ -	\$ -	\$ -
		FEA Prep				8	4	80							92	\$ 13,451	\$ 782	\$ -	\$ 14,233
		Technical Memo	2	4	4	4	2	12	2	8					38	\$ 6,557	\$ 343	\$ -	\$ 6,900
		Design of Pipe, Stiffeners and Connections				4			2	16					22	\$ 4,434	\$ 187	\$ -	\$ 4,621
																\$ -	\$ -	\$ -	\$ -
Total Basic Services Hours			18	26	12	42	88	140	6	56	-	-	-	-	388	\$ 67,909	\$ 3,491	\$ 4,200	\$ 75,600
Total Basic Services Labor Effort			\$ 4,751	\$ 4,024	\$ 1,204	\$ 10,832	\$ 16,902	\$ 18,583	\$ 1,790	\$ 9,818	\$ -	\$ -	\$ -	\$ -					

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Other	Total Exp Effort
	Review Meetings with TxDOT		16	200										\$ 243
	Pipe Support Alternatives												62	\$ 66
	Alternatives Analysis		100											\$ 850
	Design of Bent Supports		66											\$ 561
	Additional Detail Sheets		54											\$ 459
	Finite Element Analysis													\$ -
	FEA Prep		92											\$ 782
	Technical Memo		38				200							\$ 343
	Design of Pipe, Stiffeners and Connections		22											\$ 187
														\$ -
Total Basic Services Items			388	200	-	-	200	-	-	-	-	-	62	
Total Basic Services Expenses Effort			\$ 3,298	\$ 107	\$ -	\$ -	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65	\$ 3,491

Phase	Task	Subconsultants	Aurora											Total Sub Effort
	Review Meetings with TxDOT		2,000											\$ 2,100
	Pipe Support Alternatives													\$ -
	Alternatives Analysis													\$ -
	Design of Bent Supports		2,000											\$ 2,100
	Additional Detail Sheets													\$ -
	Finite Element Analysis													\$ -
	FEA Prep													\$ -
	Technical Memo													\$ -
	Design of Pipe, Stiffeners and Connections													\$ -
														\$ -
Total Basic Services Subconsultants Cost			\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Basic Services Subconsultants Effort			\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200

Galveston Causeway 30-Inch Water Line Project Schedule

ID	Task Name	Duration	Start	Finish	2017												2018						
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
1	Notice to Proceed	0 days	Fri 9/30/16	Fri 9/30/16																			
2	Kick-off Meeting	0 days	Mon 11/21/16	Mon 11/21/16																			
3	Project Research / Agency Meetings	46 days	Tue 12/6/16	Tue 2/7/17																			
10	Meet with City to Review Permits & Hydraulics	0 days	Tue 2/7/17	Tue 2/7/17																			
11	Preliminary Design	118 days	Tue 11/22/16	Thu 5/4/17																			
12	Preliminary Pipeline/Hanger Design	40 days	Mon 1/30/17	Fri 3/24/17																			
54	ROW Easement Identification	5 days	Wed 3/1/17	Tue 3/7/17																			
57	Traffic Control	25 days	Wed 2/8/17	Tue 3/14/17																			
61	Geotech	25 days	Mon 12/26/16	Fri 1/27/17																			
65	Environmental Permitting Needs Assessment	20 days	Mon 1/2/17	Fri 1/27/17																			
69	Survey	30 days	Tue 11/22/16	Mon 1/2/17																			
73	50% Plans and Specifications	88 days	Tue 1/3/17	Thu 5/4/17																			
88	Final Design	275 days	Mon 1/30/17	Fri 2/16/18																			
89	Environmental Permitting	275 days	Mon 1/30/17	Fri 2/16/18																			
97	FEA & Pipe Support Memo	62 days	Fri 5/5/17	Mon 7/31/17																			
98	Finite Element Analysis	41 days	Fri 5/5/17	Fri 6/30/17																			
99	Pipe Support Analysis	41 days	Fri 5/5/17	Fri 6/30/17																			
100	Tech Memo Prep	10 days	Mon 7/3/17	Fri 7/14/17																			
101	Quality Control Review	5 days	Mon 7/17/17	Fri 7/21/17																			
102	Address QC Comments	5 days	Mon 7/24/17	Fri 7/28/17																			
103	Submit FEA & Pipe Support Memo	0 days	Fri 7/28/17	Fri 7/28/17																			
104	Review Meeting	1 day	Mon 7/31/17	Mon 7/31/17																			
105	90% Submittal	99 days	Tue 8/1/17	Fri 12/15/17																			
106	Select Pipe Support Alternative	11 days	Tue 8/1/17	Tue 8/15/17																			
107	Finalize Plan and Profile Sheets	20 days	Wed 8/16/17	Tue 9/12/17																			
108	Finalize Details	20 days	Wed 8/16/17	Tue 9/12/17																			
109	Finalize Specifications	20 days	Wed 8/16/17	Tue 9/12/17																			
110	Update OPCC	5 days	Wed 9/13/17	Tue 9/19/17																			
111	Constructability and Quality Control Reviews	5 days	Wed 9/13/17	Tue 9/19/17																			
112	Prepare 90% Submittal	4 days	Wed 9/20/17	Mon 9/25/17																			
113	Submit 90% Contract Documents	0 days	Mon 9/25/17	Mon 9/25/17																			
114	City Review of Submittal	20 days	Tue 9/26/17	Mon 10/23/17																			
115	90% Review Meeting	0 days	Mon 10/23/17	Mon 10/23/17																			
116	Finalize Contract Documents	39 days	Tue 10/24/17	Fri 12/15/17																			
117	Submit Signed and Sealed Contract Documents	0 days	Fri 12/15/17	Fri 12/15/17																			
118	Bid Phase	45 days	Fri 10/1/21	Thu 12/2/21																			
123	Construction	260 days	Fri 12/3/21	Thu 12/1/22																			



City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

05 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from Zarinkelk Engineering Services, Inc., for a not to exceed amount of \$102,697 for design of the Church Street Drainage Improvements from 35th to 37th Streets. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Streets Division received a complaint concerning a sinkhole on Church Street between 35th Street and 36th Street. Upon investigating the complaint, it was determined that the sinkhole was located over an existing 15 inch vitrified clay storm sewer system.
- B. Upon discussing the storm sewer system with the field inspector for a water line project that ran adjacent to the storm sewer system, it was relayed that several point repairs were made because of the age and condition of the vitrified clay storm sewer pipe.
- C. Storm sewer systems are typically not constructed with vitrified clay pipe. Storm sewer systems are typically constructed with reinforced concrete drainage pipe. Any new drainage system should be constructed with drainage pipes that are larger than the existing 15 inch drainage pipe.
- D. Point repairs were made again on the existing 15 inch storm sewer system on Church Street. However, because of the size, age and condition of the 15 inch storm sewer system, the storm sewer system on Church between 35th Street and 37th Street needs to be replaced with a 24 inch reinforced concrete drainage pipe system.
- E. The installation of a new 24 inch reinforced concrete drainage pipe system will improve drainage along Church Street between 35th Street and 37th Street.

II. Current Situation

- A. The City requested a proposal from Zarinkelk which was prequalified by the City Council in October 2016.
- B. Zarinkelk submitted a proposal for \$102,697 to design the drainage system improvements.
- C. Zarinkelk is available to perform at the City's request.





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

III. **Impact or ramifications:**

If not awarded, these needed improvements for Church Street Drainage will not be constructed and the potential for a future sinkhole will continue to exist between 35th and 37th Streets.

IV. **Alternatives in order of priority**

- A. Approve the proposal from Zarinkelk Engineering Services, Inc., for a not to exceed amount of \$102,697.
- B. Do not approve the request and risk failure of the storm sewer system on Church Street from 35th to 37th Street.

V. **Recommendation**

Approve the proposal from Zarinkelk Engineering Services, Inc., for a not to exceed amount of \$102,697 for design of the Church Street Drainage Improvements from 35th to 37th Streets.

VI. **Fiscal Impact Report**

Requested by: Daniel Christodoss, P.E.
City Engineer

Funding Sources: Drainage CO Bonds 2017 D1604 **\$137,386**

Savings: \$34,689

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of Galveston, Texas, hereinafter called the "City", and Zarinkelk Engineering Services, Inc. hereinafter called "COMPANY", located in Houston, Texas in connection with the following project:

Church Street Storm Sewer

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit "A", identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached "Exhibit A".

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within 180 calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined

above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **One Hundred Two Thousand and Six Hundred and Ninety Seven Dollars (\$102,697.00)**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction - This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage

\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an **"occurrence basis"**

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

ZARINKELK ENGINEERING
SERVICES, INC.

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Giti Zarinkelk

TITLE: City Manager

TITLE: President

DATE: _____

DATE: November 22, 2017

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.**

Exhibit A



617 Caroline St.
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445
www.zarinkelk.com

November 20, 2017

Mr. Daniel Christodoss, P.E., Ph.D.
City Engineer
City of Galveston
823 25th Street, Suite 402
Galveston, Texas 77550

Attn: Ms. Dilicia Jimenez-Vasquez, P.E. (PR), MEM
Assistant City Engineer

RE: Church Street Storm Sewer from 35th Street to the 37th Street

Dear Mr. Christodoss:

Following our scoping meeting with City of Galveston Engineering, Zarinkelk Engineering Services, Inc. (ZESI) is please to submit this fee proposal for professional engineering services for the above referenced project. The proposed project will include construction of a new 36-inch storm sewer in Church Street from 35th Street to the 37th Street and leads and inlets.

We have followed the City's Smart Sheet for preparation of our scope and proposal. It includes a 30% design submittal for plan, alignment and utility conflicts. Design submittals occur at 60%, 90% 95% and 100% design completion and include plan and profile, details, SWPPP, traffic control, construction phasing, a project manual, cost estimates and bid documents. Additional Services include survey, geotechnical, environmental ESA 1 services, and a miscellaneous item for unforeseen needed items. Optional additional services include, parcel metes and bounds if necessary and ESA Phase 2 if necessary. Our detailed scope of services is include and attached as Exhibit A.

Our fee estimate for this project including basic design, additional services and optional additional services is \$102,697. A detailed level of effort spreadsheet is attached in Exhibit B. Following is a summary breakdown of fees:

	<u>Fee</u>
Basic Design Services	\$49,095
Bid Phase Services	\$8,520
Construction Phase Services	\$9,930
Topographic & ROW Surveying	\$8,980
Geotechnical	\$18,994
Environmental ESA 1	\$5,578
Optional Additional i ESA II	<u>\$5,500</u>
Total	\$102,697

Please call me at 832-242-2426 if you have any questions. We look forward to working with the City of Galveston on this project.

Sincerely,



Giti Zarinkelk, P.E., F.SAME

Enclosures: Exhibit A i Proposal and Scope
Exhibit B i Level of Effort



617 Caroline St.
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445
www.zarinkelk.com

EXHIBIT A PROPOSAL AND SCOPE

SCOPE OF SERVICES

Church Street Storm Sewer from 35th Street to 37th Street

Exiting Conditions:

The existing storm sewer system in Church Street needs to be replaced.

Proposed Scope:

This project includes a preliminary design, design, and bid and construction phase engineering services to develop the project PS & E package for construction of a new 36-inch storm sewer in Church Street from 35th Street to the 37th Street. Also included in the project will be storm drain connections to the side streets, leads and inlets at appropriate spacing, restoration of pavement and an outfall structure at the Galveston Ship Channel.

The design of the Church Street Storm Sewer system will be performed in accordance with and will include all the necessary elements for a storm drainage project contained in the City of Galveston smart sheet for typical capital projects of this nature.

Following are the anticipated basic service phases and additional services that will be required for this project:

BASIC DESIGN SERVICES

Preliminary Design Phase

- Kickoff meeting and progress meetings including minutes, schedules and updates
- Coordination with private utility companies
- Plan views showing existing conditions, topography and ROW, facilities to be demolished, proposed storm sewer improvements and proposed conflict resolutions
- Preliminary traffic control plan
- An engineer's opinion of the probable construction cost
- 30% plans including an index sheet of anticipated drawings

- 30% package submittal documents

Design Phase

- Construction plans to include P&P, TCP, SW3P, pavement markings, appropriate details, general notes
- AutoCAD takeoff quantities by sheet, cost estimates
- Submittals at 60%, 90%, 95% and 100% all in accordance with the standard smart sheet
- Utility signatures
- Comment and response tables
- Project Manual and Bid Sheet
- Consultant QA/QC review

Bid Phase

- Assist the City in the bidding process
- Attend pre-bid meeting
- Respond to bidder questions
- Prepare addenda
- Review bid tabs for imbalances and provide reference verifications for the recommended award bidder
- Prepare recommendation of award

Construction Phase

- Review and respond to submittals
- Review and respond to requests for information
- Periodic site visits
- As-built drawings from contractor's redlines

ADDITIONAL SERVICES

- Survey topography and right-of-way (see attached scope)
- Geotechnical study (see attached scope)
- Environmental ESA1 (see attached scope)

EXHIBIT B - LEVEL OF EFFORT

Church Street - 35th Street to 37th Street
City of Galveston

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
SUB CONSULTANT SERVICES										
SURVEYING										
ROW Mapping										\$ 2,780.00
(Cost Plus 10 Percent)										\$ 3,058.00
Topographic Survey & Level B SUE										\$ 4,565.00
(Cost Plus 10 Percent)										\$ 5,021.50
TOTAL										\$ 8,079.50
SUB CONSULTANT SERVICES										
GEOTECHNICAL EXPLORATION										
Geotechnical Exploration										\$ 17,268.00
(Cost Plus 10 Percent)										\$ 18,994.80
TOTAL										\$ 18,994.80
SUB CONSULTANT SERVICES										
ENVIRONMENTAL SERVICES										
ESA 1										\$ 5,071.00
(Cost Plus 10 Percent)										\$ 5,578.10
TOTAL										\$ 5,578.10
BASIC SERVICES										
DESIGN COORDINATION										
Kickoff meeting, progress meetings w/minutes, schedule updates	2	8	8		4	0	0		2	
HOURS SUB-TOTALS	2	8	8	0	4	0	0	0	2	24
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$180.00	\$680.00	\$520.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$50.00	\$ 1,630.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$540.00	\$2,040.00	\$1,560.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$150.00	\$ 4,890.00
TOTAL										\$ 4,890.00

EXHIBIT B - LEVEL OF EFFORT

Church Street - 35th Street to 37th Street

City of Galveston

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
BASIC SERVICES										
FIELD VISIT / UTILITY & AGENCY COORDINATION										
Collect and Review Existing Data		1	1		2				1	
Field Reconnaissance/field topo meeting		4	4							
Revise topo based on features noted in field visit			2		2					
Utility Coordination		1	2		4		2		1	
Utility Conflict Table		1	1		2					
HOURS SUB-TOTALS	0	7	10	0	10	0	2	0	2	31
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$595.00	\$650.00	\$0.00	\$500.00	\$0.00	\$70.00	\$0.00	\$50.00	\$ 1,865.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$1,785.00	\$1,950.00	\$0.00	\$1,500.00	\$0.00	\$210.00	\$0.00	\$150.00	\$ 5,595.00
TOTAL										\$ 5,595.00
BASIC SERVICES										
ALIGNMENT, DEMOLITION & UTILITY CONFLICT RESOLUTION										
Plan sheets with aerial at 20 scale (2 sheets)		1	2		8		8	1		
Project Manual TOC		1	2						1	
Utility and Agency coordination progress		1	1				1			
Comment response table for City uste			1		2					
Project schedule			1							
HOURS SUB-TOTALS	0	3	7	0	10	0	9	1	1	31
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$255.00	\$455.00	\$0.00	\$500.00	\$0.00	\$315.00	\$85.00	\$25.00	\$ 1,635.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$765.00	\$1,365.00	\$0.00	\$1,500.00	\$0.00	\$945.00	\$255.00	\$75.00	\$ 4,905.00
TOTAL										\$ 4,905.00

EXHIBIT B - LEVEL OF EFFORT

Church Street - 35th Street to 37th Street

City of Galveston

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
BASIC SERVICES										
PRELIMINARY OPINION OF PROBABLE COST										
HOURS SUB-TOTALS		1		1	1				1	4
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$85.00	\$0.00	\$65.00	\$50.00	\$0.00	\$0.00	\$0.00	\$25.00	\$ 225.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$255.00	\$0.00	\$195.00	\$150.00	\$0.00	\$0.00	\$0.00	\$75.00	\$ 675.00
TOTAL										\$ 675.00
BASIC SERVICES										
30% DESIGN SUBMITTAL										
30% Submittal Package	0	1	2		4		2	1	1	
HOURS SUB-TOTALS	0	1	2	0	4	0	2	1	1	11
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$85.00	\$130.00	\$0.00	\$200.00	\$0.00	\$70.00	\$85.00	\$25.00	\$ 595.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$255.00	\$390.00	\$0.00	\$600.00	\$0.00	\$210.00	\$255.00	\$75.00	\$ 1,785.00
TOTAL										\$ 1,785.00
BASIC SERVICES										
DESIGN DRAWINGS										
COVER, GENERAL NOTES, INDEX, - 4 SHEETS		1	1		4		8			14
SURVEY CONTROL MAPS AT 50 SCALE - 1 SHEETS			1				1			2
PLAN AND PROFILES - 2 SHEETS		1	4		8	1	16	1		31
UTILITIES SIGNATURES		2	4		4		2			12
STRIPPING AT 40 SCALE - 2 SHEETS			1		2		4			7
SWPPP AT 40 SCALE - 2 SHEET			1		2		4			7
STANDARD DETAILS - 4 SHEETS			2		4		8			14
MISCELANEOUS SHEETS			2		4		8			14
HOURS SUB-TOTALS	0	4	16	0	28	1	51	1	0	101
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$340.00	\$1,040.00	\$0.00	\$1,400.00	\$50.00	\$1,785.00	\$85.00	\$0.00	\$ 4,700.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$1,020.00	\$3,120.00	\$0.00	\$4,200.00	\$150.00	\$5,355.00	\$255.00	\$0.00	\$ 14,100.00
TOTAL										\$ 14,100.00

EXHIBIT B - LEVEL OF EFFORT

Church Street - 35th Street to 37th Street

City of Galveston

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
BASIC SERVICES										
CONST. PHASING, TRAFFIC CONTROL, ADV WARNING										
TCP, ADV WARN & PHASING AT 40 SCALE - 4 SHEETS										
HOURS SUB-TOTALS	0	1	2		4		6	1		14
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$85.00	\$130.00	\$0.00	\$200.00	\$0.00	\$210.00	\$85.00	\$0.00	\$ 710.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$255.00	\$390.00	\$0.00	\$600.00	\$0.00	\$630.00	\$255.00	\$0.00	\$ 2,130.00
TOTAL										\$ 2,130.00
BASIC SERVICES										
OPINION OF PROBABLE CONSTRUCTION COST UPDATES										
HOURS SUB-TOTALS			1		4			1		6
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$0.00	\$65.00	\$0.00	\$200.00	\$0.00	\$0.00	\$85.00	\$0.00	\$ 350.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$0.00	\$195.00	\$0.00	\$600.00	\$0.00	\$0.00	\$255.00	\$0.00	\$ 1,050.00
TOTAL										\$ 1,050.00
BASIC SERVICES										
PROJECT MANUAL, SPEC OUTLINE, BID FORM, COMMENT RESPONSE										
PROJECT MANUAL, SPEC OUTLINE, BID FORM		2	8	0	8	0	1	1	2	
COMMENT RESPONSE FORM UPDATES			2		4				2	
BIDDERS LIST AND IN-HOUSE CONSTRUCTABILITY REVIEWS		2	2		4			2	1	
HOURS SUB-TOTALS	0	4	12	0	16	0	1	3	5	41
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$340.00	\$780.00	\$0.00	\$800.00	\$0.00	\$35.00	\$255.00	\$125.00	\$ 2,335.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$1,020.00	\$2,340.00	\$0.00	\$2,400.00	\$0.00	\$105.00	\$765.00	\$375.00	\$ 7,005.00
TOTAL										\$ 7,005.00

EXHIBIT B - LEVEL OF EFFORT

Church Street - 35th Street to 37th Street

City of Galveston

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
BASIC SERVICES										
DESIGN SUBMITTALS AT 60%, 90%, 95% AND 100%										
Gather, compile and upload submittal		2	4		8		8		2	
Respond to comments and upload final signed and sealed submittal		2	4		4	1	8	1	1	
HOURS SUB-TOTALS	1	4	8	0	12	1	16	1	3	46
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$90.00	\$340.00	\$520.00	\$0.00	\$600.00	\$50.00	\$560.00	\$85.00	\$75.00	\$ 2,320.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$270.00	\$1,020.00	\$1,560.00	\$0.00	\$1,800.00	\$150.00	\$1,680.00	\$255.00	\$225.00	\$ 6,960.00
TOTAL										\$ 6,960.00
BASIC SERVICES										
BID PHASE SERVICES										
ASSIST WITH PUBLIC COMMENT MEETING		4	8			8				
ATTENDANCE AT PRE-BID		4	4							
PREPARTION OF ADDENDA		1	4			2				
REVIEW OF BIDS & RECOMMEND FOR AWARD	1	1	4			0			4	
HOURS SUB-TOTALS	1	10	20	0	0	10	0	0	4	45
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$90.00	\$850.00	\$1,300.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$100.00	\$ 2,840.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$270.00	\$2,550.00	\$3,900.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$300.00	\$ 8,520.00
TOTAL										\$ 8,520.00
BASIC SERVICES										
CONSTRUCTION PHASE SERVICES										
SUBMITTAL REVIEW		1	8		4					
REVIEW OF REQUESTS FOR INFORMATION		1	8		4					
FIELD VISITS	0		4						0	
RECORD DRAWINGS	0	2	2				4		0	
HOURS SUB-TOTALS	0	4	22	0	8	0	4	0	0	38
LABOR RATE PER HOUR	\$90.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$340.00	\$1,430.00	\$0.00	\$400.00	\$0.00	\$140.00	\$0.00	\$0.00	\$ 2,310.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$1,020.00	\$4,290.00	\$0.00	\$1,200.00	\$0.00	\$420.00	\$0.00	\$0.00	\$ 6,930.00
TOTAL										\$ 6,930.00

EXHIBIT B - LEVEL OF EFFORT

Church Street - 35th Street to 37th Street
City of Galveston

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
OPTIONAL ADDITIONAL SERVICES										
ESA Phase II										\$ 5,000.00
(Cost Plus 10 Percent)										\$ 5,500.00
TOTAL										\$ 5,500.00
PROJECT TOTALS										
SUB CONSULTANTS										\$ 32,652.40
BASIC DESIGN SERVICES										\$ 49,095.00
BID PHASE SERVICES										\$ 8,520.00
CONSTRUCTION PHASE SERVICES										\$ 6,930.00
OPTIONAL ADDITIONAL SERVICES										\$ 5,500.00
TOTAL ALL SERVICES										\$ 102,697.40

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: November 17, 2017

Michael J. Bagstad, P.E.
Zarinkelk Engineering Services, Inc.
617 Caroline Street
Houston, Texas 77002
832-242-2426
Mike.bagstad@zarinkelk.com

Proposal for Professional Services in Connection With: Approximately 1,000 feet along Church Street between 35th and 37th Street, Galveston, Galveston County, Texas.

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Zarinkelk Engineering Services, Inc. (the "Client").

I. SCOPE OF SERVICES**Surveying and Mapping**

The Surveyor shall evaluate the existing ROW envelope for the Project including but not limited to roadway, corner cuts, and sight distance triangles.

1. Right of Way Mapping

- a. Perform abstract survey; obtain deeds of records, and plats for tracts of land adjoining Church Street.
- b. Establish the existing right-of-way of Church Street.
- c. Prepare existing Right-of-Way Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey and a Cat. 1B, Cond. II Route Survey.
- d. Prepare Survey Control Sheet(s) for the project.
- e. Establish a recoverable existing and proposed iron rods and/or monumentation set for cutback corners along Church Street.

COST: \$2,780.00 (plus any applicable state sales tax)

2. Topographic Surveying, Roadway (Cat 6; Cond. II)

The specific limits are as follows:

- a. Roadway – the linear topographic survey of approximately 1,000 feet along Church Street between 35th and 37th Street, Galveston, Galveston County, Texas.

The Surveyor will provide the following within the surveying limits described in Task 2:

- a. Establish horizontal and vertical project control. Control shall be relative to the North American Datum of 1983 (NAD 83, 2001 adjustment) and the North American Vertical Datum of 1988 (NAVD 88, 2001 adjustment/TSARP datum).
- b. For the roadway, obtain cross-sections at 100 foot intervals along the roadway. Cross-sections shall extend 25 feet beyond the existing or proposed right-of-way lines or 50 feet beyond the proposed right-of-way for objects as applicable. Identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc. Horizontally and vertically locate existing

utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps and plans provided by the Client and marked by "One Call" within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures.

- c. The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), Galveston County, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.

COST: \$4,565.00 (non-taxable)

Weisser Engineering & Surveying is pleased to provide the above services for approximately \$7,345.00 (SEVEN THOUSAND, THREE HUNDRED AND FORTY-FIVE DOLLARS). Since this project is for the City of Galveston, a municipality within the State of Texas, sales tax is not required.

Deliverables will be on AutoCAD 2D Planimetric file (Plan View Only), Existing ROW Map Sheets, and Survey Control Sheets.

II. TERMS AND CONDITIONS

1. This Agreement is entered into (1) pursuant to the terms of the existing ON-Call Professional Services Agreement by and between Galveston County Engineering Department and Weisser Engineering & Surveying and the Terms and Conditions therein, or (2) if an Agreement is not currently in effect, then in accordance with the Terms and Conditions herein, by and between Weisser Engineering & Surveying, Inc., a Texas corporation ("WEC") and the Authorizing Contractor named below.
2. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
3. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
4. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
5. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
6. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.

7. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
8. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
9. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
10. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
11. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Laurie Young (Lyoung@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

Zarinkelk Engineering Services, Inc.

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 11/17/17

**PROPOSAL FOR
DESKTOP GEOLOGIC FAULT STUDY AND
GEOTECHNICAL STUDY
CHURCH STREET DRAINAGE IMPROVEMENTS
FROM 35TH STREET TO 37TH STREET
CITY OF GALVESTON, TEXAS**

PROPOSAL NO. P17-241



TO

**ZARINKELK ENGINEERING SERVICES, INC.
HOUSTON, TEXAS**

BY

GEOTECH ENGINEERING AND TESTING

www.geotecheng.com

NOVEMBER 2017



GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering



ACCREDITED
CERTIFICATE #0075-01
#0075-02

Zarinkelk Engineering Services, Inc
617 Caroline
Houston, Texas 77002

Proposal No. P17-241
November 17, 2017
Tel.: 832-242-2426

E-mail: mike.bagstad@zarinkelk.com

Attention: Mr. Michael J. Bagstad, P.E.

**PROPOSAL FOR
DESKTOP GEOLOGIC FAULT STUDY AND
GEOTECHNICAL STUDY
CHURCH STREET DRAINAGE IMPROVEMENTS
FROM 35TH STREET TO 37TH STREET
CITY OF GALVESTON, TEXAS**

Gentlemen:

At your request, we are pleased to submit this proposal for the Church Street Drainage Improvement project. The drainage improvement will be from 35th Street to 37th Street, City of Galveston, Texas. The length of drainage improvement alignment for the Church Street is approximately 800-ft. The planned drainage improvements were discussed in detail with Mr. Michael J. Bagstad, P.E. in order to plan a study that would provide the necessary design and construction data.

INTRODUCTION

It is planned to improve approximately 800-ft drainage system at Church Street from 35th Street to 37th Street. A site vicinity map is presented on Plate 1. We understand that the proposed drainage improvement will consist of storm sewer lines. The proposed facilities will consist of the following:

Facility	Remarks
Storm Sewers	The underground utilities will consist of storm sewer lines. We assumed that the depth of the underground utilities will be less than 15-ft deep. The construction method will be either open excavation or augering.

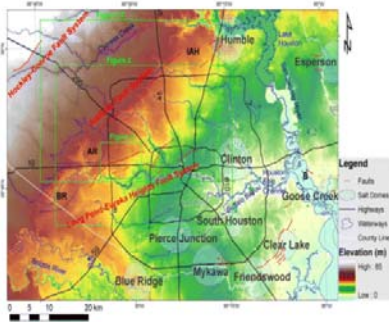
This proposal is divided into two sections. Each section will be discussed and estimated separately. These sections are as follows:

- o Desktop Geologic Fault Study.
- o Geotechnical Exploration Study for the underground utilities.

We will not perform the geotechnical exploration for the road in accordance with the TxDOT specifications. We understand that the scope of our work will not include review of plans and specifications prior to the final design. **Furthermore, the scope of our work does not include development of traffic control plan for drilling. The client should put the fees for such a study in their proposal. The scope of our work does not include pavement design.**

DESKTOP GEOLOGIC FAULTING

The project site is located in Galveston County, Texas. Geologic faults are scattered throughout Gulf Coast. In general, faults are caused by groundwater and oil removal from the underlying surface. Faults originate several thousand feet below the ground surface and can often cause displacement of the ground surface, causing broken pavement, water lines, and damage to residential and commercial structures.



A Desktop Geologic Fault Study will be conducted. A desktop fault study will include a study of published data on surface faults in the area of the site from the Geotech Engineering and Testing Library. A report of our findings will be provided.

GEOTECHNICAL STUDY

Field Exploration

Notice to Residents. GET will distribute handout fliers stating GET will conduct soil borings to nearby residents prior to drilling operations.

Site Access. We will drill all borings using a truck-mounted drilling rig along the project alignment.

Surveying. The client will establish and provide GET the boring coordinates and ground surface elevations. GET will mark the boring locations in the field so that the survey crew can locate them.

Checking for Utilities. GET will call Texas 811-Call for the locations of utilities. GET will coordinate these activities. GET will not hire a contractor to conduct subsurface utility studies to find location of any and all utilities. This is not the scope of GET work. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.

Pavement Coring. The existing pavement (Borings B-1 and B-2) will be cored along the roadway alignment prior to drilling and sampling. We will provide the pavement thickness components in our report. The pavement core locations will be restored with Quickcrete. Traffic control will be required during this effort.

Traffic Control. Traffic control is required along the project alignments during our field exploration. The traffic control shall be in general accordance with TMUTCD. The scope of our field work will require a lane closure. Our traffic control will be subcontracted out to Regional Traffic Services. Furthermore, we understand that the client will provide a traffic control plan.



Drilling and Sampling. We will evaluate the soil stratigraphy and groundwater conditions for the proposed drainage improvements by conducting two (2) soil borings. All the borings will be 25-ft deep. Plan of borings is presented on Plate 2. A summary of boring locations and depths are as follows:

Facility	Depth of Sewer	Boring No.	Depth, ft.
Sewer Line	15	B-1 and B-2	25

Soil samples will be obtained continuously from the surface to a depth of 20-ft and at 5-ft intervals thereafter to the completion depth of the borings.



The samples will be obtained continuously from the surface to the completion depth of borings. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and the clays will be sampled by a Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory unconfined compression and Torvane tests used to supplement laboratory shear strength data.

Groundwater. Depth to groundwater will be important for design and construction of the proposed facilities. For this reason, borings will be drilled dry and the depth at which groundwater is encountered will be recorded. Twenty-four hour water levels will also be measured.

Piezometer. The scope of our work will also include installing one, two-inch diameter piezometer with a 10-ft screen. The piezometer will be installed in Boring B-1 to a depth of 20-ft. The piezometer schedule will be as follows:

Piezometer No. (Boring No.)	Piezometer Depth, ft.
PZ-1 (B-1)	20



The piezometer will be developed by GET. They will be monitored twice in one month. The piezometer will be abandoned per TDLR Requirements soon after 30-day water level readings. Traffic control will be required for piezometer installation and abandonment.

Borehole Grouting. All boreholes will be grouted with grout, using Tremie Method.

Laboratory Testing

Laboratory tests will vary with the soils encountered, but will be planned to evaluate soils design parameters for the proposed underground utilities.



It is anticipated that the tests will include hand penetrometer, torvane, unconfined compression, unit weight, moisture content, liquid and plastic limit tests, gradation, and hydrometers.

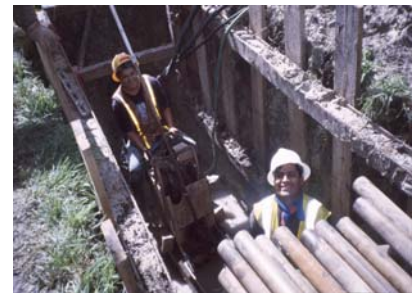
All of the subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. All tests will be performed in general accordance with the ASTM Procedures.



ENGINEERING ANALYSES AND REPORTING

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented and recommendations made relative to the following:

Facility	Recommendations
General	- o Summary. - o Project site pictures. - o Geology. - o Results of the Desktop Geologic Fault Study and recommendations for Phase I Study, if warranted. - o Generalized soils stratigraphy and groundwater levels. - o Boring logs per GET format.
Storm Sewers	- o In the event that open excavation is used, we will provide bedding, backfilling, excavation wall and bottom stability, thrust restraint, dewatering, pipe design parameters. - o In the event that augering is used, we will provide, soil design parameters, ground stability, auger pit excavation stability and dewatering. - o OSHA soil classification for the trench safety.



Others

- o Piezometer installation and water level measurements.
- o Piezometer plugging reports per TDLR Requirements.
- o Any other soils design or construction problems revealed by the study.

COST ESTIMATE

General

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services based on the Harris County Fee Schedule as shown on Plates 3 and 4. This estimate assumes underground obstructions will not be encountered that require boring relocations. GET is not responsible for damages to underground utilities, man-made utilities, etc. In the event that concrete, rock/rubble is encountered, the boring(s) will be terminated. We understand that all of the boring elevations will be provided by the client prior to completion of GET report. Our cost estimate includes one draft report copy and one final report copy. A digital copy of the report will also be provided. Additional report copies will be provided at a separate charge.



Underground Utilities

The cost estimate for geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocation(s). GET will contact Texas 811 for the presence of underground utilities. However, Texas 811 does not have information regarding the presence of underground utilities inside the properties. GET is not responsible for damage to underground utilities, man-made objects, etc., that are not identified by Texas 811. The scope of our work does not include subsurface utility engineering. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.



Traffic Control Allowance

The cost estimate for traffic control is only an allowance. GET is prepared to use any qualified traffic control subcontractor specified by the client. **Our estimated traffic control schedule is as follows:**

<u>Day</u>	<u>Services</u>
0.5	Coring, Two (2) Cores
1	Drilling and Sampling
0.5	Piezometer Installation
1.0	Borehole Grouting
<u>1.0</u>	Piezometer Abandonment and Borehole Grouting
Total <u>4.0</u>	

The actual number of days could be higher or lower, depending on access, pavement thickness and daily production.

Summary Cost Estimate

A summary of project cost is presented below:

<u>Scope of Work</u>	<u>Estimated Cost</u>	<u>Cost Breakdown Plate(s)</u>
Desktop Geologic Fault Study	\$ 684.50	3
Basic Geotechnical Letter Report	10,573.50	3-4
Allowances:		
Traffic Control and Flier Distribution	3,631.00	4
Piezometer Installation	1,816.00	4
Pavement Coring and Patching	<u>563.00</u>	4
Estimated Total	\$ <u>17,268.00</u>	

REPORT REVIEWS AND COMMENTS

Our report will be submitted to Zarinkelk Engineering Services, Inc and City of Galveston Engineering Department in a draft form for comments. Once these reviews are completed, a final report will be issued. All of these comments will be incorporated in the final report. The client agrees that all reviews are complete once a notice for a final report is issued. Any changes to the final report will be outside the scope of our study. We will incorporate any future comments after the final report is issued on a time and materials basis per the applicable fee schedule.

TIME SCHEDULES

We estimate that the field work can be started about One (1) week after authorization is received. The project schedule will be as follows:

<u>No. of Working Days</u>				
<u>Utility Clearance</u>	<u>Field Exploration</u>	<u>Lab</u>	<u>Engineering</u>	<u>Total</u>
5	3	10	12	40

Preliminary recommendations will be submitted during the course of the exploration, if required to expedite design.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING

TBPE Registration Number F-001183



David A. Eastwood, P.E., C.A.P.M.
Principal Engineer

ACCEPTED BY:_____

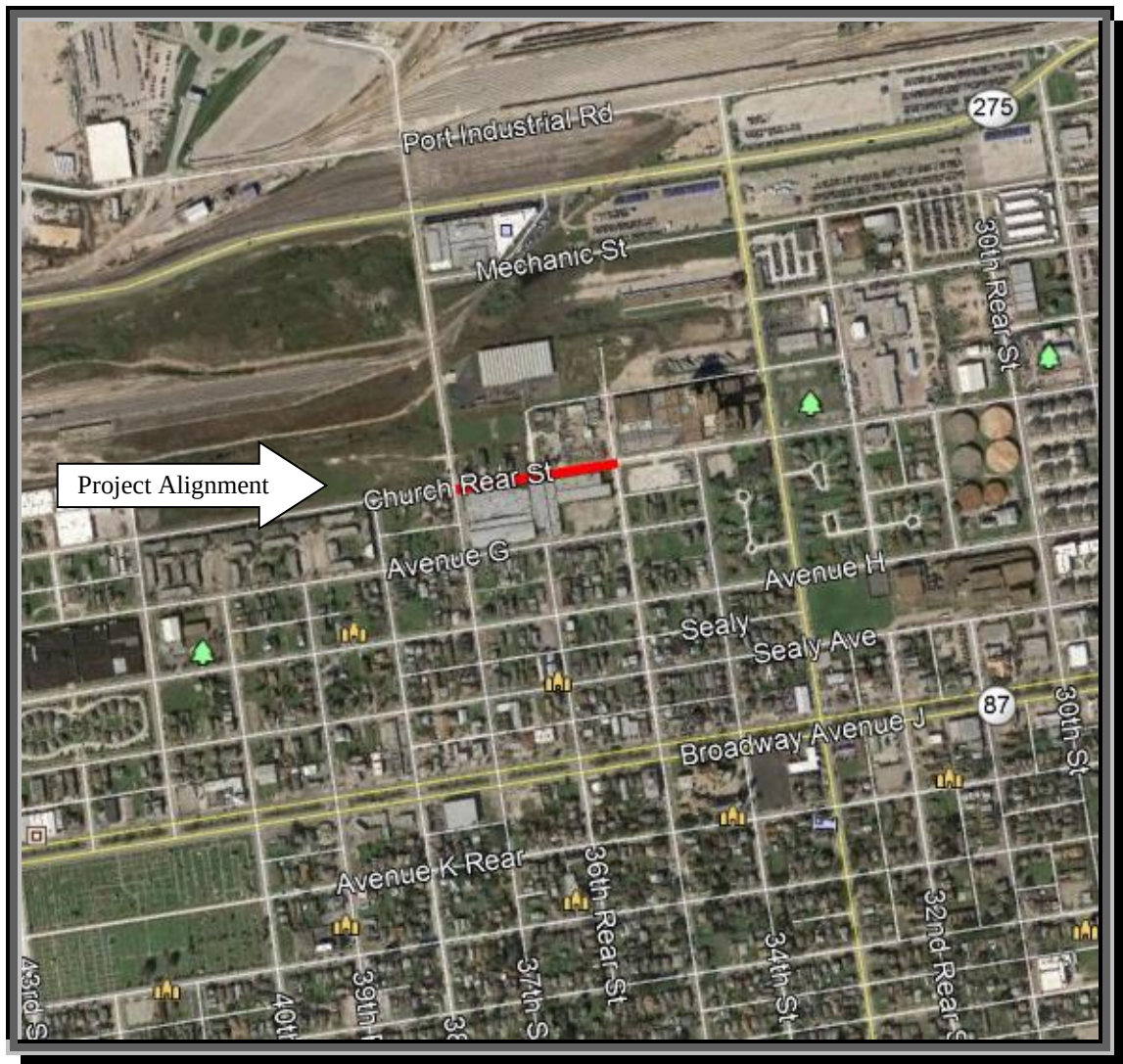
PRINTED NAME:_____

COMPANY NAME:_____

DATE:_____

Enclosures: Site Vicinity Map – Plate 1
Plan of Borings – Plate 2
Cost Estimate – Plates 3 and 4
General Conditions
Harris County Fee Schedule

Copies Submitted: (1) Zarinkelk Engineering Services, Inc – Mr. Michael J. Bagstad, P.E.
(1) DAE



SITE VICINITY MAP

PROJECT: Phase I Geologic Fault and Geotechnical Study, Church Street from 35th Street to 37th Street
City of Galveson, Texas

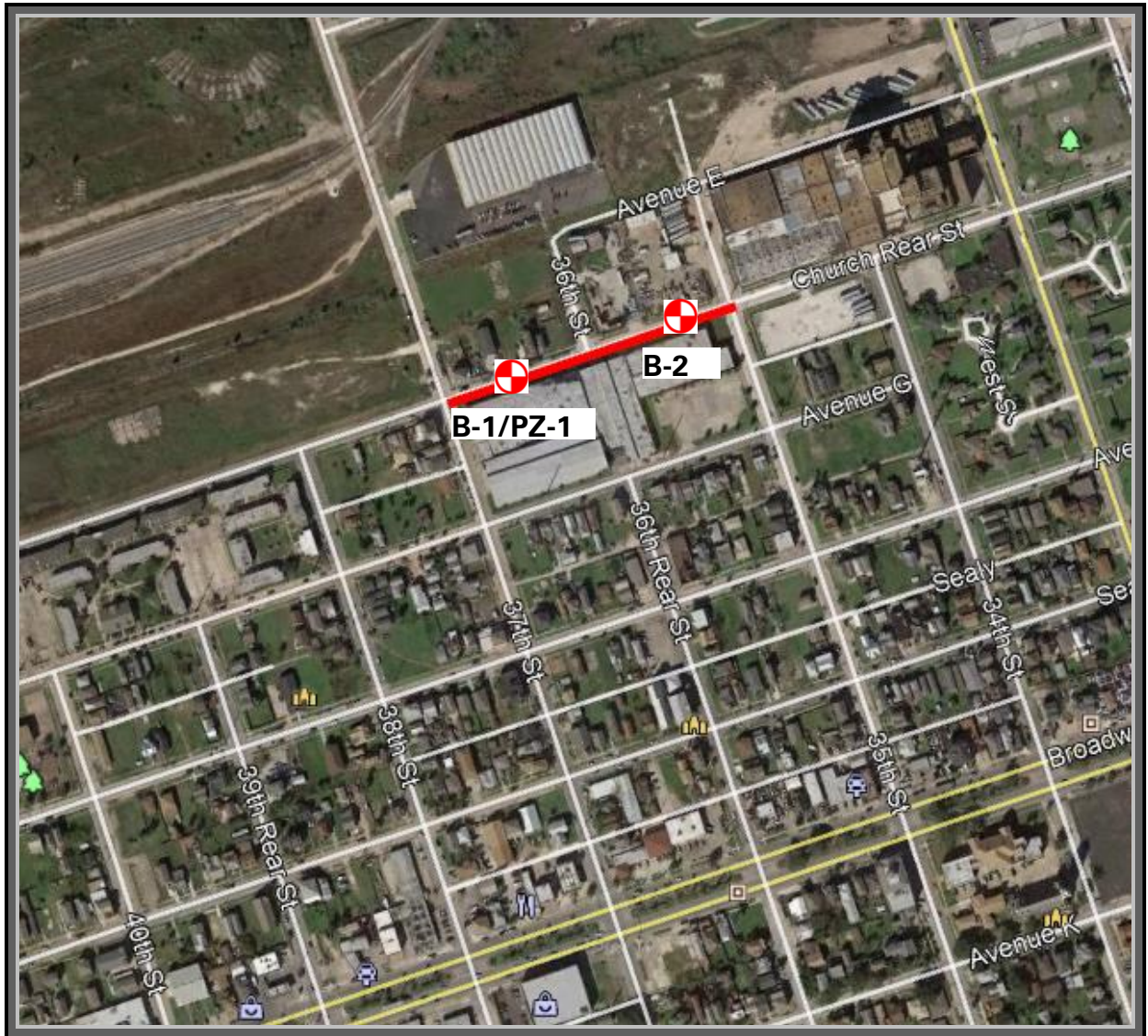
SCALE: NOT TO SCALE

DATE: NOVEMBER 2017

PROPOSAL NO.: P17-241E

NORTH





PLAN OF BORINGS (boring dimensions and locations are approximate)

PROJECT: Phase I Geologic Fault and Geotechnical Study, Church Street from 35th Street to 37th Street
City of Galveson, Texas

SCALE: NOT TO SCALE

DATE: NOVEMBER 2017

PROPOSAL NO.: P17-239

NORTH



EOTECH E I EERI TE TI											
Date: November 17, 2017				E	E	E	T F T		E	R	C
ER H RRI CO T FEE CHE LE											
T T				LEVEL OF EFFORT							
F											
1	Review of Existing Published Fault Maps by Staff Engineer					3					\$303.00
2	Reporting			1	0.5	1					\$381.50
										T	
I R T											
3	Review of the scope of the work (Including Senior Engineer Site Visit)			1	4	4					\$1,206.00
4	Coordinate with Client, in obtaining the updated information of the project					1					\$101.00
I B											
F I											
5	Develop a Drilling Plan					0.5					\$50.50
6	Staking the Two (2) Borings in the Field					5					\$505.00
7	Vehicle Charge							HR	5	\$10.00	\$50.00
8	Coordinate with Surveyors to Locate & Tie in Borings at Site					0.5					\$50.50
9	Field Coordination during Drilling Including Utility Clearance, Texas One Call, and/or obtain drilling permission					3					\$303.00
10	Mobilization / Demobilization							LS	1	\$349.00	\$349.00
11	Drilling and Sampling Two (2) Borings										
12	Continous (0' - 20')							LF	40	\$21.00	\$840.00
13	Intermittenent (20' - 25')							LF	10	\$19.00	\$190.00
13	Technician, Logging Borings, Borehole cleaning and Water Level Reading						8				\$408.00
14	Vehicle Charge							HR	8	\$10.00	\$80.00
15	Grouting Boreholes							FT	30	\$10.00	\$300.00
L T											
16	Assign Laboratory Tests, Looking at Soil Samples					2					\$202.00
17	Data Reduction and Evaluation					1					\$101.00
18	Water Content (all samples)							EA	22	\$9.00	\$198.00
19	Liquid and Plastic Limits							EA	2	\$62.00	\$124.00
20	Percent Passing #200 Sieve							EA	6	\$48.00	\$288.00
21	Torvane							EA		\$4.00	\$0.00
22	Hand Penetrometer							EA		\$3.00	\$0.00
23	Unconfined Compression							EA	2	\$45.00	\$90.00

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By Email and Regular Mail

Zarinkelk Engineering Services, Inc.
617 Caroline
Houston, Texas 77002

Proposal No. P17-244
November 16, 2017
Tel.: 832-242-2426

E-mail: mike.bagstad@zarinkelk.com

Attention: Mr. Michael J. Bagstad, P.E.

**LIMITED PHASE I ENVIRONMENTAL SITE ASSESSMENT
CHURCH STREET DRAINAGE IMPROVEMENT
BETWEEN 35TH STREET AND 37TH STREET
CITY OF GALVESTON, TEXAS**

Gentlemen:

We are pleased to submit this scope of services for the above-referenced project. The planned assessment was discussed in detail with Mr. Michael J. Bagstad, P.E. in order to plan a study that would provide the necessary recommendations.

Introduction

It is planned to improve approximately 800-ft drainage system at Church Street from 35th Street to 37th Street. The length of drainage improvement alignment for the Church Street is approximately 800-ft. We understand that the proposed drainage improvement will consist of storm sewer lines. The scope of our work will consist of conducting a Phase I Environmental Site Assessment Study in general accordance with the ASTM Standards.

Phase I Environmental Site Assessment

The scope of our Phase I ESA will be in general accordance with the ASTM 1527-13. In general, the scope of our Phase I Environmental Site Assessment will include the following:

- o Site Reconnaissance.
- o Review of the specified Federal, State and Local Regulatory Agency Records.
- o Review of Aerial Photos and Topographic Maps.
- o Review of Water Wells.
- o Review of Oil and Gas Well Maps.



We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING



David A. Eastwood, P.E., C.A.P.M.
Principal Engineer

ACCEPTED BY: _____

PRINTED NAME: _____

COMPANY NAME: _____

DATE: _____

Attachments: Cost Estimate – Plate 1
Harris County Fee Schedule
General Conditions

Copies Submitted: (1) Zarinkelk Engineering Services, Inc. – Mr. Michael J. Bagstad, P.E.
(1) DAE

**Phase I Environmental Site Assessment
Based on the Harris County Fee Schedule**

Service	Unit Fee	Unit Measure	Estimated Quantity	Estimated Cost
PROJECT INITIATION UPON RECEIVING NTP:				
Review the Scope of Project				
Principal Engineer	\$206.00	hr	1.0	\$ 206.00
Senior Engineer	149.00	hr	1.0	149.00
Project Engineer	101.00	hr	1.0	<u>101.00</u>
			Subtotal	\$ <u>456.00</u>
FIELD WORK:				
Site Visit by a Project Engineer	\$101.00	hr	8	\$808.00
Vehicle Charge	10.00	hr	8	80.00
Area Study (ASTM E 1527-13) (cost+10%) allowance				<u>550.00</u>
			Subtotal	\$ <u>1,438.00</u>
ENGINEERING:				
Principal Engineer	\$206.00	hr	1	\$ 206.00
Senior Engineer	149.00	hr	2	298.00
Project Engineer	101.00	hr	10	1,010.00
Technical Typing/ Drafting	65.00	hr	5	325.00
Report Reproduction				<u>300.00</u>
			Subtotal	\$ <u>2,139.00</u>
Responding to Comments on the Report:				
Principal Engineer	\$206.00	hr	1	\$ 206.00
Senior Engineer	149.00	hr	2	298.00
Project Engineer	101.00	hr	4	404.00
Technical Typing/ Drafting	65.00	hr	2	<u>130.00</u>
			Subtotal	\$ <u>1,038.00</u>
			Total	\$ <u>5,071.00</u>



City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

05 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from Stantec Consulting Services, Inc., for a not to exceed amount of \$282,720.40 for 49th Street Design from Avenue P to Avenue S-1/2 including upsizing of utilities. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Roadways. In order to determine the pavement condition of City roadways, the City of Galveston contracted with LJA Engineering Inc., in 2012, prepare a Roadway Evaluation Report.
- B. One of the roadway projects chosen for the CIP was 49th Street Design from Avenue P to Avenue S-1/2.
- C. The repaving of 49th Street from Avenue P to Avenue S-1/2 will include the milling and replacement of the asphalt surface for an overall length of 2,300 feet.
- D. The project will also involve the upsizing of water and sewer utilities.

II. Current Situation

- A. The City requested a proposal from Stantec which was prequalified by the City Council in October 2016.
- B. Stantec submitted a proposal for \$282,720.40 to design the street improvements and utility upgrades.
- C. Stantec is available to perform at the City's request.

III. Impact or ramifications:

If the street improvements design is not awarded, these needed improvements for 49th Street from Avenue P to Avenue S-1/2., will not be constructed, and the condition of the road and the utilities will continue to deteriorate. The cost to repair this road and upsize the utilities at a later date will be substantially higher than this current proactive approach to replace the road and utilities in a timely manner.





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve the proposal from Stantec Consulting Services, Inc., for a not to exceed amount of \$282,720.40 for 49th Street Design from Avenue P to Avenue S-1/2 including upsizing of utilities
- B. Do not approve the request and allow the road and the utilities to continue to deteriorate, substantially increasing the cost of future repairs, maintenance and reconstruction.

V. Recommendation

- C. Approve the proposal from Stantec Consulting Services, Inc., for a not to exceed amount of \$282,720.40 for 49th Street Design from Avenue P to Avenue S-1/2 including upsizing of utilities

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer	
Funding Sources:	Street CO Bonds 2017 ST2002	\$282,750
Savings:	None.	
Total Cost of Design:	\$282,750	

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer





Stantec Consulting Services Inc.
580 Westlake Park Boulevard Suite 1000, Houston TX 77079-2662

November 28, 2017
File: Stantec Pipeline No. 641202

Ms. Dilia Jimenez-Vazquez, PE, MEM, Assistant City Engineer
City of Galveston
P.O. Box 779
823 Rosenberg
Galveston, Texas 77553

Reference: **49th St. from Ave. P to Ave. S½ (ST2002)**

Dear Ms. Jimenez-Vazquez,

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit our proposal to the City of Galveston for the referenced project.

Please find attached your contract, our scope of services, our fee estimate with supporting documentation and a proposed schedule for your consideration.

Scope of Work

Repaving 49th Street from Avenue P to Avenue S1/2, upsizing the public water and sewer utilities and drainage improvement project.

Schedule and Deliverables

We anticipate an approximate seven-month design schedule with a 16-month construction schedule.

Cost Estimate

The proposed design total fee for Phases I, II and III is \$282,720.40.

We appreciate the opportunity to submit this proposal and look forward to providing you engineering services for this project. If you have any questions or need additional information, please do not hesitate to contact me at (713) 587-5760 or by email at robert.moser@stantec.com.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink, appearing to read "Robert Moser".

Robert Moser
Project Manager

Design with community in mind

A handwritten signature in blue ink, appearing to read "Jason Nelson".

Jason Nelson, PE
Senior Principal



November 28, 2017
Ms. Dilcia Jimenez-Vazquez, PE

Page 2 of 2

Reference: 49th St. from Ave. P to Ave. S½ (ST2002)

Attachments:

Contract

A – Scope of Services,

B – Fee Estimate,

C – Proposed Schedule

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of Galveston, Texas, hereinafter called the "City", and Stantec Consulting Services, Inc., hereinafter called "COMPANY", located in Houston, Texas in connection with the following project:

(49TH STREET from AVENUE P TO AVENUE S1/2 (ST2002))

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit "A", identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached "Exhibit A".

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within (808) calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined

above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Two Hundred and Eighty-Two Thousand and Seven Hundred and Twenty Dollars and Forty Cents (282,720.40)**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage

\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an "**occurrence basis**"

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

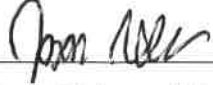
STANTEC CONSULTING SERVICES, INC.

BY: _____

NAME: Brian Maxwell

TITLE: City Manager

DATE: _____

BY: 

NAME: Jason Nelson, PE

TITLE: Senior Principal

DATE: 11/28/17

Approved As To Form

City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

ATTACHMENT A
SCOPE OF SERVICES

SCOPE OF SERVICES

CITY OF GALVESTON 49TH STREET RECONSTRUCTION

The project is located within the City of Galveston, Texas. The project limits is described as 49th Avenue, approximately 0.51 mile long 2-lane secondary roadway with curb and gutter through a residential area of the City of Galveston. Anticipated improvements to include overall length by milling and replacing asphalt surface, replacing drainage inlets and laterals, and upsizing old water and sewer utilities. The City of Galveston, Texas will be referred to as the “CITY” and STANTEC will be referred to as the “COMPANY” in this Scope of Services.

The Scope of Work presented below was developed based on the above and a review of Google maps by Stantec personnel in Houston, Texas office and our experience with similar projects.

For the purposes of this Scope of Services the project area/corridor is defined as follows:

Road – From P Avenue to S ½ Avenue (0.51 miles) – Existing Right of Way (ROW) each side of existing centerline.

1.0 PROJECT MANAGEMENT AND ORGANIZATION

1.1 Project Management

The COMPANY will provide a Project Manager whom is experienced with managing roadway reconstruction projects. The Project Manager will follow the COMPANY’s policies and procedures frameworks. The COMPANY’s Project Manager will coordinate with the CITY’s Project Manager. The COMPANY’s Project Manager will coordinate project design activities and project decision-making with CITY staff.

1.2 Pre-Design Meeting

The COMPANY will conduct a pre-design meeting with up to two COMPANY members in attendance. This meeting will be scheduled with the CITY’s Project Manager, to be conducted at the CITY’s offices. The COMPANY will present an understanding of the project scope as set forth below.

The pre-design meeting will also serve as the site visit with the City Project Manager. On the site visit, the COMPANY will note location and condition of any critical facilities, landscaping, trees, sidewalks, driveway, wheelchair ramps, retaining walls, and any other item or feature of potential impact to the project.

Deliverable:

- Pre-Design Meeting Minutes

Assumption: The COMPANY will meet at the City of Galveston's offices.

1.3 Coordinate with Subconsultants

The COMPANY's Project Manager will coordinate with the Subconsultants to manage the subcontracts and product delivery.

1.4 Coordinate with Neighborhood

The COMPANY will coordinate with the neighborhood before conducting surveying or geotechnical field investigation. A one page flyer will provide a brief description of the project and both the CITY and COMPANY's contact information.

Deliverable:

- 50 sheets for Surveying
- 50 sheets for Geotechnical

1.5 Project Planning and Scheduling

The COMPANY will plan the work elements and resources and will prepare and provide a project master milestone schedule.

Deliverable:

- 3 copies of update Schedule at 30%, 11" x 17" color
- 3 copies of update Schedule at 60%, 11" x 17" color
- 3 copies of update Schedule at 90%, 11" x 17" color

1.6 Coordinate with Adjacent Ongoing Projects

The COMPANY will coordinate with any adjacent ongoing projects which may impact the design or construction of this project.

1.7 Monthly Progress Report and Invoices

The COMPANY will update monthly project status report and provide a print-out of the update with the monthly invoice. The Status report will include a brief narrative of project progress, percent complete, project schedule status, and outstanding contractual issues.

Deliverable:

- 24 progress reports and 24 invoices, 8 ½" x 11"

Assumption: The COMPANY will prepare progress reports and invoices for 8 months during design and 16 months for bidding, construction, and project acceptance.

2.0 DATA COLLECTION

The COMPANY will prepare a Phase I Environmental Assessment Phase I for the area of the planned action, in accordance with ASTM requirements. The following are the project-specific tasks currently anticipated for the project that will be documented in the Phase 1.

2.1 Phase I Environmental Site Assessment

The COMPANY will employ a subconsultant to conduct the Phase I ESA, as outlined herein, in general accordance with American Society for Testing and Materials (ASTM) Standard E 1527-13, adapted for project-specific conditions. An All Appropriate inquiry will not be conducted and no contact will be made with any public agencies or other entities not discussed within this proposal without CITY's approval. In general, the scope of our Phase I Environmental Site Assessment will include the following:

- Site Reconnaissance.
- Review of the specified Federal, State and Local Regulatory Agency Records.
- Review of Aerial Photos and Topographic Maps.
- Review of Water Wells.
- Review of Oil and Gas Well Maps. Review of City Directories.
- Review of Flood Insurance Rate Maps.
- Interviews with Current Owners or Occupants.
- The scope of our work will include providing wetland maps. A wetland study will not be conducted.
- Threatened and Endangered Species Review.
- No lead based paint testing.
- No asbestos testing.
- Recommendations on the necessity of a Phase II ESA.

Deliverable:

- One (1) draft (8 ½" x 11")
- One (1) final (8 ½" x 11"), PDF copy and 1 CD

2.2 Surveying

2.2.1 Horizontal/Vertical Project Control Network

The COMPANY will establish one control network throughout the project site based on the City of Galveston's survey requirements. The horizontal traverse will meet or exceed the minimum accuracy standards for (Class A) urban land surveys. Level one control points will consist of 5/8" rebar with aluminum caps or PK nails in pavement. The COMPANYS will provide a list of each horizontal control point and its northing and easting coordinate.

The COMPANY will run NAVD 88 differential vertical control bench loops throughout the project to establish elevations on horizontal control points. Construction Benchmarks will be placed at 500' intervals along the main alignment. Vertical control bench loops will be based upon existing NGS monumentation and will meet or exceed the minimum accuracy standards for (class A) urban land surveys. The COMPANY will provide a list of each benchmark for the project and its northing and easting coordinate along with the elevation.

Survey Data Collection Procedures and deliverables will be in accordance with the CITY Pre-construction Survey Manual, latest edition

2.2.2 Cross Section of Existing Pavement

The COMPANY will locate back of curb, edge of pavement, flow-line of ditch, and centerline of approximately 0.51 miles of main alignment and 25 feet, as measured along the centerline on each side street. The COMPANY will acquire cross section information at 50-foot intervals within the project area.

2.2.3 Supplemental Planimetric Locations

The COMPANY will field locate and map supplemental planimetric information within the project limits that are too small to be acquired and/or identified from aerial mapping. Said location will include but not be limited to:

- Walls
- Water Valves, Meters, Fire Hydrants
- Power facility cabinets
- Gas Valves
- Sewer manhole covers, service valves, sewer cleanouts.
- Misc. above ground appurtenances associated with utility systems
- Signs, etc.
- Aerial power facilities including poles, wiring type and size and facility ID information
- Aerial communication facilities including poles, wiring type and size and facility ID information
- Cut-in pavement traffic loop detectors, controller boxes, and junction/splice boxes
- Drainage outfalls within project limits.
- Storm Sewer manhole covers, pipe sizes and inverts.

2.2.4 Geotechnical Boring Locations

Proposed boring locations will be marked for the geotechnical investigation. The stakes marking the boring locations will include the boring number, roadway offset, and surface elevation. The actual boreholes will be field

located at the completion of drilling operations and provided to the geotechnical engineer.

2.3 Subsurface Utility Engineering (Sue)

To be scoped and negotiated, if needed.

3.0 GEOTECHNICAL INVESTIGATIONS

The COMPANY will employ the services of a subconsultant to conduct the geotechnical exploration study and testing. A desktop geologic fault study will be performed and a geotechnical exploration study for the pavements and underground utilities. This study will be conducted in general accordance with the Galveston County and City of Galveston guidelines.

A Desktop Geologic Fault Study will be conducted. A desktop fault study will include a study of published data on surface faults in the area of the site from the Geotech Engineering and Testing Library. A report of the findings will be provided.

The geotechnical field exploration, laboratory testing and engineering analysis and reporting will be conducted in accordance with the City of Galveston requirements. This may also include traffic control, pavement coring, drilling and sampling, groundwater depths, borehole grouting, pavement core restorations. Subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. Tests will be performed in general accordance with the ASTM Procedures. The work to include five borings to a depth of 25 feet, sample collections and laboratory testing for water content, liquid and plastic limits, percent passing #200 sieve, torvane, hand penetrometer, and unconfined compression strength. A traffic control allowance is included in the fee. A report of the findings will be provided.

4.0 ROAD DESIGN

4.1 Preliminary 30% Design Criteria

The COMPANY will prepare and submit project design criteria including roadway typical sections (normal crown); design speed; functional classification; maximum horizontal curve radii; minimum/maximum roadway grade; drainage requirements; etc. Design criteria will be developed in accordance with City of Galveston or TXDOT's *Roadway Design Manual, latest edition and other applicable AASHTO and related design standards*.

Deliverable:

- Design plan showing the existing conditions and an aerial showing proposed concepts, with existing and proposed clearly identified. 3 copies (11" x 17") color.

4.2 Preliminary Specifications Preparation

The COMPANY will provide a draft table of contents for the Project Manual.

Deliverable:

- 3 sets of Specification Table of Contents (8 ½" x 11")

4.3 Preliminary Cost Estimate

The COMPANY will prepare and provide a 30% preliminary Engineer's construction estimate with a 20% contingency factor.

Deliverable:

- 3 sets of preliminary Cost to Construction estimate (8 ½" x 11")

4.4 Environmental Permitting

~~Per email on 11/14/2017, "Don't anticipate City permits for Street Projects". The COMPANY will prepare a draft and a final Permit applications for USACE, TXDOT/Galveston County, as applicable.~~

*Assumption: **Permits and** permit application fees are not included as part of the COMPANY fee.*

4.5 TDLR EAB# and RAS Review

The COMPANY will use the firm Accessibility Check to prepare the form and conduct the plan review.

4.6 Preliminary Plans Preparation

The COMPANY will commence design based on the existing alignment and grade. The drawings will adhere to Stantec graphic requirements.

The COMPANY will submit a **30% complete level**, complete enough to evaluate the controlling design elements and will include the following:

- Title Sheet
- Typical Section
- Reference Data Sheet
- Roadway Plan
- Existing Roadway Profile
- Existing Cross Sections

Plans will depict base-survey, geometric control, present right-of-way; new right-of-way, property lines, and construction limits. Plans will be prepared at a scale of 1"=20' horizontal and 1"=2' vertically and cross section will be prepared at a scale of 1"=20' horizontal and 1"=4' vertically.

- Include the following proposed improvements in red line color in the plan view:
 - a. Storm sewer, water line, and sanitary sewer with size and material identified.
 - b. Manholes with node identification and rim and invert flow line elevations.
 - c. Centerlines of roadside ditches with arrows indicating direction of flow.
 - d. Existing and proposed right-of-way and easements, edge of pavement and medians.
- Include the following proposed improvements in red line color in profile view:
 - a. Storm sewer with size and material identified, and water line and sanitary sewer at all critical locations.
 - b. Pavement grades.
 - c. Flowlines of roadside ditches.
 - d. Design rainfall hydraulic grade line and extreme storm event water surface elevation.
 - e. Clearly identify and describe the potential conflicts and critical locates between proposed storm sewer and existing public and private utilities.

4.7 Preliminary Meeting

The COMPANY will attend the 30% Review meeting at the project site. Up to two members of COMPANY staff will attend the meeting.

Deliverable:

- Sign-in-Sheet
- Agenda
- 3 sets of half-sized plans (11" x 17").

4.8 Preliminary Meeting Minutes

Following the 30% Review the COMPANY will prepare and distribute a meeting summary to all attendees.

Deliverable:

- Draft Minutes for CITY review and approval (PDF via email)
- Final Minutes distributed to all attendees (PDF via email)

4.9 Response to the CITY's Comments on the Preliminary

The COMPANY will prepare a response to each of the CITY's comments and provide the responses to the CITY.

Deliverable:

- Response to Comments (PDF via email)

Assumption: One set of CITY Comments will be responded to. Revision and resubmittal of the 30% plans will be negotiated, if needed.

5.0 Right-of-Way Plans

To be scoped and negotiated, if needed.

6.0 60% Plans

The COMPANY will incorporate comments/changes from the 30% review and continue develop the 60% Plans.

6.1 Utility Coordination

The COMPANY will coordinate the Project development with utilities that may be affected. The COMPANY will prepare the Documents to request approval from governmental authorities having jurisdiction over the design or operation of the Project and public and private utilities including pipeline transmission companies affected by the Project. For the purposes of fee development, coordination with 4 utility companies is assumed. The COMPANY will obtain required signatures from other governmental agencies, public utilities, and private utilities, which impact the Project. Utility signatures may include, but are not limited to, AT&T, Centerpoint Energy-Electric, Centerpoint Energy-Gas, and cable TV.

6.2 60% Design Plans

The 60% plans will be detailed to 60% complete level and depict the information set forth below:

- Cover Sheet with index (1 sheet);
- General notes, legend and abbreviations (1 sheet);
- Sheet Layout (1 sheet);
- Typical Roadway Section (proposed) (1 sheet);
- Project Sign (1 sheet);
- Survey Control Map (2 sheets);
- Proposed Drainage Area Map and calculations (1 sheet)
- Demolition plan (1 sheet);
- Plan and profile showing stations, existing and proposed waterline 1"=20' horiz/1"=2' vert scale (5 sheets);
- Plan and Profile showing stations, existing and proposed sewer 1"=20' horiz/1"=2' vert scale (5 sheets);
- Plan and profile showing stations, existing and proposed storm 1"=20' horiz/1"=2' vert scale (5 sheets);
- Intersection Details and Ramps, including crosswalks (2 sheets);
- Driveway Schedule and details (5 sheets);
- Cross Sections for roadway storm 1"=20' horiz/1"=4' vert scale (5 sheets)

- Paving Details (1 sheet);
- Water Details (2 sheets);
- Sanitary Sewer Details (2 sheets);
- Storm Sewer Details (2 sheets);
- SW3P Plan 1"=50' horiz. scale and Details (3 sheets);
- Tree Protection Plan and details (1 sheet);
- Traffic Control/Detour Plan 1"=50' horiz. scale and details (4 sheets);
- Signing and Pavement Marking Plan 1"=50' horiz. scale and details (5 sheets);
- ADA ramp details (2 sheet);

Assumption: Special requirements and miscellaneous (illumination will we be designing the streetlight locations, pavers, etc.) plans, details and notes will be negotiated, if needed.

6.2.1 Hydrology/Hydraulic Design and Report

The COMPANY will perform hydrology and hydraulic design in accordance with CITY's Requirements. The COMPANY will prepare a report summarizing the design and hydrologic and hydraulic analysis (drainage analysis) of the existing and proposed condition for the design rainfall and the extreme rainfall. Include off-site contribution drainage areas and overland flow path analysis.

- A Comparison of the existing drainage system versus proposed drainage improvements in tabular and graphic profile will be prepared and may include: hydraulic grade line, water surface elevation, ponded width, critical elevation (gutter), allowable maximum ponded elevation, allowable maximum ponded width, drainage area, 2-year peak outflow rate, and 100-year peak outflow rate.
- The COMPANY will evaluate the hydraulic impact and mitigation options of the proposed drainage improvements to the existing drainage system HGL of an interconnected CITY system including but not limited to in-line system storage and in-line system restriction as part of these services. The CITY is to provide the COMPANY with existing drainage analysis, reports and system installed inverts and sizes of the systems which the project will be connected to.
- The COMPANY will identify hydraulic impacts and mitigation options of the proposed drainage improvements to the receiving system of other governmental agencies including, but not limited to, detention basin, or low impact design (LID) method.

Deliverable:

- Draft Drainage Report (PDF via email/ftp)
- Two copies Final Drainage Report for permitting (8 ½" x 11" and PDF via email/ftp)

6.2.2 Water Plan and Details

The COMPANY will review available information and previous water studies conducted by others provided by the CITY for the CITY's water system in the 49th Street area. The COMPANY will review the CITY's provided hydrants flow data and the water system analysis for up-sizing the existing water line. The COMPANY will review the water distribution system hydraulic model (developed by others), which will be used as a basis for conceptual planning and design. The COMPANY will be provided a copy of the latest model files for verification, but will not model the water distribution system. The COMPANY will prepare water plan and profile sheets and details in accordance with the good standards and AWWA, latest edition and applicable CITY Standards. Plan and profile sheets will be prepared at a scale of 1"=20' horizontal and 1"=2' vertically.

The COMPANY design may include:

- Pipe sizes and materials
- Horizontal alignment and vertical alignment
- Fire hydrant locations
- Air release/vacuum valve
- Conflicts and crossings
- Taps and meters

6.2.3 Wastewater Plan and Details

The COMPANY will review available information and previous studies conducted by others provided by the CITY for the CITY's wastewater collection system. The COMPANY will review the wastewater collection system hydraulic model (developed by others), which will be used as a basis for conceptual planning and design. The COMPANY will be provided a copy of the latest model files for verification but will not model the wastewater collection system. The COMPANY will prepare wastewater plan and profile sheets and details in accordance with the good standards and AWWA, latest edition and applicable CITY Standards. Plan and profile sheets will be prepared at a scale of 1"=20' horizontal and 1"=2' vertically. The COMPANY will show taps.

The COMPANY design may include:

- Pipe sizes and materials
- Horizontal alignment and vertical alignment
- Manhole locations
- Conflicts and crossings

- Taps

6.2.4 Stormwater Plan and Details

The COMPANY will review available information and previous stormwater studies conducted by others and provided by the CITY, for the CITY's stormwater collection system, in the area of 49th Street. The COMPANY will review the stormwater collection system hydraulic model (developed by others), which will be used as a basis for conceptual planning and design. The COMPANY will be provided a copy of the latest model files for verification, but will not model the stormwater collection system wide. The COMPANY will model the proposed collection system for the project. The COMPANY will prepare stormwater plan and profile sheets and details in accordance with the good standards and applicable CITY Standards. Plan and profile sheets will be prepared at a scale of 1"=20' horizontal and 1"=2' vertically.

The COMPANY design may include:

- Pipe sizes and materials
- Horizontal alignment and vertical alignment
- Catch basin locations
- Manhole locations
- Conflicts and crossings

6.2.5 Intersection/Ramp Details

The COMPANY will evaluate the curb returns at the intersections within in the project corridor for ADA and drainage. The COMPANY will provide detail information on the plan sheets for the Contractor's information.

6.2.6 Access/Driveway Details

The COMPANY will evaluate each driveway and will prepare a driveway table. The COMPANY will provide details for each driveway.

6.2.7 Stormwater Pollution Prevention Plan and Details

The COMPANY will prepare a pollution prevention plan at a scale of 1"=50'. The COMPANY will provide detail sheet(s) for the recommended best management practices.

6.2.8 Tree Planting Plan

The COMPANY will prepare a tree planting plan and detail sheet, if needed. This plan will be prepared by an engineer and is considered minor to the project.

6.2.9 Pavement Marking and Signing Plan

The COMPANY will prepare pavement marking plans in accordance with the Manual on Uniform Traffic Control Devices, latest edition and applicable CITY Standards. Plans will be prepared at a scale of 1"=50'.

The COMPANY will prepare signing plan for permanent regulatory, warning, directional, and guide signing within the project corridor in accordance with the Manual on Uniform Traffic Control Devices, latest edition and applicable CITY Standards. Plans will be prepared at a scale of 1"=50'.

6.2.10 Maintenance of Traffic Plans

The COMPANY will prepare MOT plans for maintaining traffic through the work zone during construction, in accordance with the CITY standards or MUTCD, latest edition. The MOT Plan will include lane closures, detours, temporary pavement, traffic control devices, temporary pavement markings, construction signing, special details, sequencing notes and cross sectional views. Plans will be developed at 1"=50' scale.

6.3 AutoCAD-Takeoff Estimate on Each Sheet

The COMPANY will generate a takeoff estimate of quantities on each sheet using AutoCAD software.

Deliverable:

- 3 sets of preliminary Engineer's Cost to Construction estimate (8 ½" x 11")

6.4 RAS Review Comments

The COMPANY will provide comments received from RAS Review and will present them to the CITY for direction. Upon direction, the COMPANY will incorporate them in the next submission.

6.5 Regulatory Permit

~~Per email on 11/14/2017, "Don't anticipate City permits for Street Projects". The COMPANY will provide any approved permits received and a status on the other permits.~~

6.6 60% Submittal

The COMPANY will provide a 60% submittal comprised of the sheets described above. Up to two members of COMPANY staff will attend the meeting.

Deliverable:

- Sign-in-Sheet
- Agenda

- 3 sets of half-sized plans (11" x 17").

6.7 60% Minutes

Following the 60% Review the COMPANY will prepare and distribute a meeting summary to all attendees.

Deliverable:

- Draft Minutes for CITY review and approval (PDF via email)
- Final Minutes distributed to all attendees (PDF via email)

6.8 Response to Comments

The COMPANY will prepare a response to each of the CITY's comments and provide the responses to the CITY.

Deliverable:

- Response to Comments (PDF via email)

Assumption: One set of CITY Comments will be responded to. Revision and resubmittal of the 60% plans will be negotiated, if needed.

7.0 95% Plans

The COMPANY will incorporate comments/changes from the 60% review and continue develop the 95% Plans.

7.1 Utility Signatures

The COMPANY will obtain signatures from the utility companies, as required by the CITY.

7.2 Design Plans

The COMPANY will provide a 95% submittal comprised of the sheets described above. Up to two members of COMPANY staff will attend the meeting.

Deliverable:

- Sign-in-Sheet
- Agenda
- 3 sets of half-sized plans, bound (11" x 17").

7.3 Project Manual w/Bid Form

The COMPANY will provide a draft Project Manual with specifications and bid forms. The CITY is to provide the upfront contract language.

Deliverable:

- 3 sets of Project Manual, clipped (8 1/2" x 11").

7.4 AutoCAD-Takeoff Estimate on Each Sheet

The COMPANY will generate a takeoff estimate of quantities on each sheet using AutoCAD software.

Deliverable:

- 3 sets of preliminary Engineer's Cost to Construction estimate (8 1/2" x 11")

7.5 RAS Review Comments

RAS review comments will be incorporated into the 95% submission.

7.6 95% Minutes

Following the 95% Review the COMPANY will prepare and distribute a meeting summary to all attendees.

Deliverable:

- Draft Minutes for CITY review and approval (PDF via email)
- Final Minutes distributed to all attendees (PDF via email)

7.7 Response to Comments

The COMPANY will prepare a response to each of the CITY's comments and provide the responses to the CITY.

Deliverable:

- Response to Comments (PDF via email)

Assumption: One set of CITY Comments will be responded to. Revision and resubmittal of the 100% plans will be negotiated, if needed.

8.0 100% Plans

The COMPANY will incorporate comments/changes from the 95% review and continue develop the 100% Plans.

8.1 Design Plans

The COMPANY will provide a 100% submittal comprised of the sheets described above.

Deliverable:

- 3 sets of half-sized plans (Signed and Sealed) (11" x 17") and PDF.
- 1 set of full-size bond plans (Signed and Sealed) (22" x 34").

8.2 Project Manual w/Bid Form

The COMPANY will provide a draft Project Manual with specifications and bid forms.

Deliverable:

- 3 sets bound Signed and Sealed (8 1/2" x 11"), and PDF.

8.3 Permits

~~Per email on 11/14/2017, "Don't anticipate City permits for Street Projects". The COMPANY will provide the CITY with the status of any outstanding permits not issued and assist the CITY with inquiring with the regulatory agencies of their issuance.~~

8.4 AutoCAD-Takeoff Estimate on Each Sheet

The COMPANY will generate a takeoff estimate of quantities on each sheet using AutoCAD software.

Deliverable:

- 3 sets of preliminary Engineer's Cost to Construction estimate (8 1/2" x 11") and PDF

8.5 Exhibit and Attend One Public Meeting

The COMPANY will scope and negotiate with the CITY for any needed exhibit and public meeting, once it is determined such a meeting is required.

9.0 BID PHASE SERVICES

The COMPANY will attend a Pre-Bid Meeting with up to two members of the COMPANY staff.

The COMPANY will provide up to two Addenda's to the bid documents.

The COMPANY will prepare a bid evaluation and perform reference checks provided by the bidders.

The COMPANY will provide a letter recommendation for award.

19.0 CONSTRUCTION PHASE SERVICES

The COMPANY will perform construction phase services as described below. The COMPANY has included attendance at the pre-construction meetings by 2 personnel, attendance of bi-monthly (every two months) construction progress meetings and periodic visits (once a month) to the project site.

The COMPANY will provide one copy of the minutes in PDF to the CITY for each meeting attended.

The COMPANY will review and approve RFIs and Submittals, including Change Orders. The COMPANY will maintain a log of each received and returned. The COMPANY will submit responses to the CITY via PDF and email.

The COMPANY will address conflicts that may arise due to a change in field condition.

The Company will prepare one set of record drawing from the red-line drawing prepared by the Contractor and provide by the CITY. Record drawings will be prepared in AutoCAD format. One printed full size and one 1/2 size of the record drawings will be provided to the CITY.

ATTACHMENT B
FEE ESTIMATE

ATTACHMENT B
FEE ESTIMATE

Basic Services Fee Estimate - Phase I

City of Galveston 49th Street from P to S1/2
WBS No. 2223

Stantec Summary of Services Rev. 11/27/2017**Phase I**

Stantec Basic Services	\$52,503.00
Geotechnical Services	\$24,280.00
Topographic Survey	\$21,843.00
Survey Control (includes mapping and swing ties)	\$6,696.35
ADA REVIEW	\$1,387.80
Phase I ESA	\$7,640.00
Other Direct Cost	\$691.91

Phase II

Basic Services	\$128,481.00
Other Direct Cost	\$1,107.38

Phase III

Construction Phase Services	\$36,675.00
Other Direct Cost	\$1,414.96

TOTAL Basic Services	\$217,659.00
TOTAL Additional Services	\$65,061.40

PROJECT TOTAL: \$282,720.40

Land Acquisition Cost

Additional Services - Parcel Surveys including ROW Map, Parcel Plats, Metes and Bounds, Abstracting for Current Deed	To be Negotiated
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Basic Services Fee Estimate - Phase I												11/16/2017
City of Galveston 49th Street from P to S1/2												Revision: 0
WBS No. 2223												

Design Engineering Services Phase II Basic Design Stantec, Inc.												11/16/2014 Revision: 0	
Basic Services Fee Estimate - Phase II City of Galveston 49th Street from P to S1/2 WBS No. 2223													
	HOURLY RATE	Principal Level 18 \$277.00	Senior Project Manager Level 16 \$210.00	Project Manager Level 14 \$164.00	Senior Consultant Level 12 \$142.00	Consultant Level 10 \$130.00	Associate Consultant Level 9 \$117.00	Senior Technical Level 8 \$111.00	CADD Tech / Designer Level 7 \$105.00	Admin / Clerical Level 4 \$83.00	Summary		
1. Coordination and Data Collection													
1.1	Coordinate with Subconsultants			2							2		
1.2	Coordinate with City		2	6		6		2			16		
1.3	Project Planning and Scheduling			4						8	12		
1.4	Coordinate with Adjacent Ongoing Projects			4		4		4			12		
1.5	Invoices & Office Assistance	2	2	18						18	40 0		
	Total Coordination Hours	2	4	34	0	10	0	6	0	26	82		
	Total Coordination Engineering Fee	\$554.00	\$840.00	\$5,576.00	\$0.00	\$1,300.00	\$0.00	\$666.00	\$0.00	\$2,158.00	\$11,094.00		
2 Design - Construction Plans													
2.1	General Sheets (Cover, Notes, Layout, Typical, Project Sign)			4		8		24			36		
2.2	Survey Control Sheets			2		4		8			10		
2.3	Demolition Plan Sheets			2		4		8			14		
2.4	Drainage Sheets			4		24		36			36		
2.5	Roadway Plan and Profile Sheets			4		32		48			68		
2.6	Water Line Plan and Profile Sheets			4		44		60			88		
2.7	Sewer Line Plan and Profile Sheets			4		4		8			52		
2.8	Storm Sewer Plan and Profile Sheets			4		16		32			52		
2.9	Intersection Details and Ramps & Driveway Schedules			8		16		8			16		
2.11	Signing and Pavement Marking Sheets			4		12		24			32		
2.12	Roadway Cross Sections			8		4		36			36		
2.12	Standard Details (paving, sewer, storm, SW3P, Tree, ADA, Misc)			8		32		40			40		
2.13	SW3P Plans			4		16		20			20		
2.14	Traffic Control/Debour Plan			4		22		24			50		
2.15	Takeoff			4				8			12		
2.16	USACE, TXDOT/Galveston-County & RAS Review			0		0		2			2		
	Total Data Collection Hours	0	0	68	0	122	0	330	0	0	520		
	Total Data Collection Engineering Fee	\$0.00	\$0.00	\$11,152.00	\$0.00	\$15,860.00	\$0.00	\$36,030.00	\$0.00	\$0.00	\$63,642.00		
3 Design Project Manual													
3.1	Construction Cost Estimate			2		10		16		1	29		
3.2	Contract Documents (TOC, Intro Info, Bid Reqt, Contract Reqt)			2		8				1	11		
3.3	Specifications (Div 01 - 16)			2		8				24	34		
3.4	Other			2		2					4		
	Total Evaluation / Recomm Hours	0	0	8	0	28	0	16	0	26	78		
	Total Evaluation / Recomm Engineering Fee	\$0.00	\$0.00	\$1,312.00	\$0.00	\$3,640.00	\$0.00	\$1,776.00	\$0.00	\$2,158.00	\$8,886.00		
4 Review and Approval													
4.1	Monthly Progress Meetings (non-milestone)			10		8				1	19		
4.2	60% Progress Meeting and Submittal (incl Cost Estimate)		2	10		2		24		1	39		
4.3	Manual		2	10		2		24		1	39		
4.4	Manual		2	10		2		24		1	39		
4.5	QA/QC (all product)	1	4	10	40	8				1	64		
4.6	Final Submittal (incl Plans and Project Manual)	1	2	8	8	8				1	20		
4.7	City of Galveston Approvals			8		8				1	17		
	Total PER Hours	2	12	66	40	38	0	72	0	7	237		
	Total PER Fee	\$554.00	\$2,520.00	\$10,824.00	\$5,680.00	\$4,940.00	\$0.00	\$7,992.00	\$0.00	\$581.00	\$33,091.00		
5 Bidding													
5.1	Prepare Bid Documents including Drawings and Project Manual		1	4		4		32			41		
5.2	Distribute Bid Documents at a cost per set			2		6					8		
5.3	Respond to RFI during Bidding and prepare up to Two Addendas		1	4		4		2			11		
5.4	Attend Bid Opening			8		8				2	16		
5.5	Bid Tabulation and Low Bidder Recommendation		2	4		4					12		
	Total Final PER Hours	0	4	22	0	26	0	34	0	2	88		
	Total Final PER Fee	\$0.00	\$840.00	\$3,698.00	\$0.00	\$3,560.00	\$0.00	\$3,174.00	\$0.00	\$166.00	\$11,768.00		
TOTAL PH II BASIC SERVICES FEES													
		4	20	108	40	224	0	458	0	61	1,005		
	TOTAL PH II BASIC SERVICES FEES	\$1,108.00	\$4,200.00	\$32,472.00	\$5,680.00	\$29,120.00	\$0.00	\$50,638.00	\$0.00	\$5,063.00	\$128,481.00		

Design Engineering Services Phase III Basic Design Stantec, Inc.											11/16/2017 Revision: 0
Basic Services Fee Estimate - Phase III City of Galveston 49th Street from P to S1/2 WBS No. 2223											
	HOURLY RATE	Principal Level 18 \$277.00	Senior Project Manager Level 16 \$210.00	Project Manager Level 14 \$164.00	Senior Consultant Level 12 \$142.00	Consultant Level 10 \$130.00	Associate Consultant Level 9 \$117.00	Senior Technical Level 8 \$111.00	CADD Tech / Designer Level 7 \$105.00	Admin / Clerical Level 4 \$83.00	Summary
1. Construction Phase Services											
1.1	Attend Pre-Construction Conference			8				8			16
1.2	Respond to RFI's			2				40		8	50
1.3	Shop Drawing Review			1				32		8	41
1.4	Monthly Field Observations (18 total)			9				108			117
1.5	Final Field Observation and Coord. With City Inspector punch list			1				8			9
1.6	Recommendation Acceptance Letter			2							2
1.7	Prepare Record Drawings from Contractor's Red Lines only			4				40			44
1.4	Invoices & Office Assistance	1		18						18	37
Total Coordination Hours		1	0	45	0	0	0	236	0	34	316
Total Coordination Engineering Fee		\$277.00	\$0.00	\$7,380.00	\$0.00	\$0.00	\$0.00	\$26,196.00	\$0.00	\$2,822.00	\$36,675.00
TOTAL PH III BASIC SERVICES HOURS											
TOTAL PH III BASIC SERVICES FEES											
		1	0	45	0	0	0	236	0	34	316
		\$277.00	\$0.00	\$7,380.00	\$0.00	\$0.00	\$0.00	\$26,196.00	\$0.00	\$2,822.00	\$36,675.00

49th Street from Avenue P to Avenue S1/2
WBS No. Pipeline No. 641202

Phase I	Copies 24"x36" #	Unit Cost	Cost
Total Plan		Print \$/unit	\$
MyIars		\$1.80	\$0.00
Sheets		\$1.30	\$0.00
Pages 11x17	196	\$0.20	\$39.20
Pages 8.5 x 11		\$0.15	\$0.00
			3 set 57 sheets 30% plus overall \$39.20
Foam Board	2	\$10.00	\$20.00
DrainageReport	300	\$0.15	\$45.00
Binder Cost	2	\$3.00	\$6.00
Color Pages	25	\$1.00	\$25.00
			\$135.20
UPS/FEDEX		0	0
		0	0
		0	0
		0	0
		0	0
			Printing Cost = \$135.20
US Mail			\$25.00
			Mailing Cost = \$5.00
			\$250.00
Water Flow & Pressure Test and field measurements			
Travel Cost	Units	\$/Units	Cost
Mileage	403.8	\$0.450	\$181.71
Meals	12	\$10.00	\$120.00
			Travel Cost = \$301.71
			Expense Cost = \$691.91

Westlake to 49th 67.3 miles one way
Round Trips 3.00 (kick off, neighbor mtg., 30% meeting)

49th Street from Avenue P to Avenue S1/2
 WBS No. Pipeline No. 641202

Phase II		Copies	Unit Cost	Cost	
	24"x36"	#	Print \$/unit	\$	
Total Plan					
MyIars		57	\$1.80	\$102.60	1 set of 57 sheets
Sheets		228	\$1.30	\$296.40	4 sets at 57 sheets (review sets)
Pages 11x17		513	\$0.20	\$102.60	3 at 3 sets of 57 sheets, 60, 95, 100
Pages 8.5 x 11		1750	\$0.15	\$262.50	
Foam Board		0	\$10.00	\$0.00	
Drainage Report		300	\$0.15	\$45.00	
Binder Cost		2	\$3.00	\$6.00	
Color Pages		25	\$1.00	\$25.00	
				\$840.10	
UPS/FEDEX					Printing Cost = \$840.10
			0	0	0
			0	0	0
			0	0	0
			0	0	0
US Mail					\$25.00
Water Flow & Pressure Test and field measurements					Mailing Cost =
					\$5.00
					\$0.00
Travel Cost					
Mileage	Units	\$/Units	Cost		
Meals	538.4	\$0.450	\$242.28		
	2	\$10.00	\$20.00		
					Travel Cost =
					\$262.28
					Expense Cost =
					\$1,107.38

Westlake to 49th 67.3 miles one way
 Round Trips 4.00 (60, 95, 100 & Pre-bid meeting)

Stantec, Inc.
Other Direct Costs Fee Estimate

[illegible]

V:\2223\business_development\Galveston City\001 - Stantec LOE.xlsx

ATTACHMENT B.1
SURVEY FEE ESTIMATE

49th Street in Galveston			
Acres: ± unknown			
Location: 49th Street from Ave. P to S1/2		Galveston	
<u>Office Personnel Services</u>	<u>Hours/Miles</u>	<u>Rate</u>	<u>Total</u>
Supervising Surveyor	3	\$165.00	\$ 495.00
Managing Surveyor	0	\$165.00	\$ -
Senior Survey Tech	10	\$135.00	\$ 1,350.00
Survey Tech	4	\$110.00	\$ 440.00
Administration	1	\$101.00	\$ 101.00
2 Man Field Crew	0	\$160.00	\$ -
3 Man Field Crew	20	\$185.00	\$ 3,700.00
4 Man Field Crew	0	\$215.00	\$ -
Mileage	0	\$0.75	\$ -
Reimbursables	100		\$ 100.00
TOTAL			
		\$	6,186.00
		+ 8.25% tax	\$ 6,696.35

49th Street from P to S1/2 Topographic Survey			
50' grid (cross section interval)		North: Ave P	
0' outside boundary		South: Ave. S1/2	
all trees		East: ROW to ROW	
		West: ROW to ROW	
<u>Office Personnel Services</u>	<u>Hours/Miles</u>	<u>Rate</u>	<u>Total</u>
Supervising Surveyor	8	\$165.00	\$ 1,320.00
Managing Surveyor	0	\$165.00	\$ -
Senior Survey Tech	62	\$135.00	\$ 8,370.00
Survey Tech	23	\$110.00	\$ 2,530.00
Administration	1	\$101.00	\$ 101.00
2 Man Field Crew	0	\$160.00	\$ -
3 Man Field Crew	40	\$185.00	\$ 7,400.00
4 Man Field Crew	0	\$215.00	\$ -
Mileage	700	\$0.75	\$ 525.00
Reimbursables	1600		\$ 1,600.00
TOTAL			
		\$	21,846.00

ATTACHMENT B.2
LIMITED PHASE I ESA FEE ESTIMATE



GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering



By Fax and Regular Mail

Stantec
580 Westlake park Boulevard Suite 1000
Houston, Texas 77079-2662

Attention: Mr. Robert Moser
Senior Associate

Proposal No. P17-238
November 15, 2017
Tel.: 713-587-5760
E-mail: robert.moser@stantec.com

LIMITED PHASE I ENVIRONMENTAL SITE ASSESSMENT 49TH STREET PAVING IMPROVEMENTS FROM AVENUE 'P' TO AVENUE 'S½' CITY OF GALVESTON, TEXAS

Gentlemen:

We are pleased to submit this scope of services for the above-referenced project. The planned assessment was discussed in detail with Mr. Robert Moser in order to plan a study that would provide the necessary recommendations.

Introduction

It is planned to improve approximately 2,275± linear feet of 49th Street from Avenue 'P' to Avenue 'S½', City of Galveston, Texas. A site vicinity map is presented on Plate 1. We understand that the proposed paving improvement will consist of milling and replacing the existing asphalt pavement with concrete pavement.

The scope of our work will consist of conducting a Phase I Environmental Site Assessment Study in general accordance with the ASTM Standards.

Phase I Environmental Site Assessment

The scope of our Phase I ESA will be in general accordance with the ASTM 1527-13. In general, the scope of our Phase I Environmental Site Assessment will include the following:

- o Site Reconnaissance.
- o Review of the specified Federal, State and Local Regulatory Agency Records.
- o Review of Aerial Photos and Topographic Maps.
- o Review of Water Wells.
- o Review of Oil and Gas Well Maps.



- o Review of City Directories.
- o Review of Flood Insurance Rate Maps.
- o Interviews with Current Owners or Occupants.
- o The scope of our work will include providing wetland maps. However, we will not conduct a wetland study.
- o Threatened and Endangered Species Review.
- o No lead based paint testing.
- o No asbestos testing.
- o Recommendations on the necessity of a Phase II ESA.



Cost Estimate

Based on the scope of work outlined above, our fees will be on a time and materials basis, with an estimated cost of \$7,640 as shown on Plate 1. Our fees will be developed on the basis of the Harris County Fee Schedule. Our cost estimate will include one draft and one final report copy. Additional report copies will be provided for additional fees. We will also provide a PDF copy of the report on a CD. All Regulatory Agency Records will be provided on a CD as an Appendix in our report. We will not be copying the Regulatory Agency Records in the final hard copy of the reports.



We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING



David A. Eastwood, P.E., C.A.P.M.
Principal Engineer

ACCEPTED BY: _____

PRINTED NAME: _____

COMPANY NAME: _____

DATE: _____

Attachments: Cost Estimate – Plate 1
Harris County Fee Schedule
General Conditions

Copies Submitted: (1) Stantec – Mr. Robert Moser
(1) DAE

**Phase I Environmental Site Assessment
Based on the Harris County Fee Schedule**

Service	Unit Fee	Unit Measure	Estimated Quantity	Estimated Cost
PROJECT INITIATION UPON RECEIVING NTP:				
Review the Scope of Project				
Principal Engineer	\$206.00	hr	1.0	\$ 206.00
Senior Engineer	149.00	hr	1.0	149.00
Project Engineer	101.00	hr	1.0	<u>101.00</u>
			Subtotal	\$ <u>456.00</u>
FIELD WORK:				
Site Visit by a Project Engineer	\$101.00	hr	10	\$1,010.00
Vehicle Charge	10.00	hr	10	100.00
Area Study (ASTM E 1527-13) (cost+10%) allowance				<u>660.00</u>
			Subtotal	\$ <u>1,770.00</u>
ENGINEERING:				
Principal Engineer	\$206.00	hr	2	\$ 412.00
Senior Engineer	149.00	hr	6	894.00
Project Engineer	101.00	hr	20	2,020.00
Technical Typing/ Drafting	65.00	hr	10	650.00
Report Reproduction				<u>400.00</u>
			Subtotal	\$ <u>4,376.00</u>
Responding to Comments on the Report:				
Principal Engineer	\$206.00	hr	1	\$ 206.00
Senior Engineer	149.00	hr	2	298.00
Project Engineer	101.00	hr	4	404.00
Technical Typing/ Drafting	65.00	hr	2	<u>130.00</u>
			Subtotal	\$ <u>1,038.00</u>
			Total	\$ <u>7,640.00</u>

GENERAL CONDITIONS

PAYMENT TERMS - The entire payment is due upon receipt of our invoice. Any retainers are for the sole purpose of the securing part of the expenses. Upon completion of the project, any overpayment will be issued back to client, including the retainer paid (if applicable). If payment is not received within ten (10) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood's hourly charges spent on collections, or any other cost incurred in collecting delinquent counts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.

In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by GET in connection with the services requested or performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for GET to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but have not included in our fee the cost of restoration of damage which may result. If client desires restoration of the property to its former condition, an additional fee will be required and notice of such desire must be provided in writing to GET, prior to our completion of services under this contract.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects on the property where the field tests or boring will be performed. GET's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If GET is cautioned, advised, or given data, in writing, revealing the presence or potential presence of underground or overground obstructions, such as utilities, GET will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and hold GET harmless from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to GET in writing, or to reimburse GET for expenses incurred defending any such claims or suits, including reasonable attorneys' fees.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 14 days after submission of our report. Upon written request, GET will retain test specimens or drilling samples for a specified period of time, to be determined at the time of the writing. An acceptable storage charge will be determined prior to such storage.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory data, calculations and estimates, prepared by GET as instruments of service pursuant to this Agreement, shall be the sole property of GET. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by GET, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of GET. At the request and expense of Client, GET will provide copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY - Should GET provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by GET is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISIT - Client agrees that GET will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GET will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GET will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by GET to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that GET is observing placement of all materials. Full-time inspections mean that an employee of GET has been assigned for eight-hour days during regular business hours. Any alteration of plans, including but not limited to; alteration of blueprints, specifications, recommendations, etc. by the Client or a third party, shall relieve GET of all liability for damages incurred, directly or indirectly, from such changes.

Initial _____

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Code	Description	Unit	Current Fee
10100	Principal, P.E.	Hr.	206.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	183.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	149.00
10400	Graduate Engineer and Graduate Geologist	Hr.	101.00
10500	Technician, NICET IV	Hr.	84.00
10600	Technician, NICET III, HMA-II	Hr.	75.00
10700	Technician, NICET II, ACI Construction Inspector, HMA-1A or HMA-1B, NDT II, Logger or both: TxDOT Soil SB-101 and SB-102	Hr.	65.00
10800	Technician, ACI Field Grade I, TxDOT Soil SB-101 or SB-102	Hr.	51.00
10900	Technician (Non-Certified)	Hr.	43.00
11000	Senior Welding Inspector, SCWI	Hr.	115.00
11100	Welding Inspector, CWI, ACCP II	Hr.	91.00
11200	Associate Welding Inspector	Hr.	65.00
11300	Inspector, ASNT III	Hr.	112.00
11400	NDT Inspector Level II with asst. (2 man crew)	Hr.	112.00
11500	Engineering Assistant	Hr.	60.00
15000	Vehicle Charge	Hr.	10.00
15100	Reimbursable Expenses		Cost + 10%
15200	Services provided by quotation		Cost + 10%

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Aggregates

Code	Description	Standard	Unit	Current Fee
20100	Sieve Analysis - Coarse Aggregates	C 136 - C	Ea	54.00
20200	Sieve Analysis - Fine Aggregates	C 136 - F	Ea	54.00
20300	Rel Density & Abs. - Coarse Aggregates	C 127	Ea	81.00
20400	Rel Density & Abs. - Fine Aggregates	C 128	Ea	99.00
20500	Bulk Density & Voids in Aggregate	C 29	Ea	38.00
20600	Absorption - Coarse Aggregates	C 127	Ea	45.00
20700	Absorption - Fine Aggregates	C 128	Ea	45.00
20800	Finer than 75-um (No. 200) Sieve	C 117	Ea	49.00
20900	Organic Impurities in Fine Aggregates	C 40	Ea	48.00
21000	L.A. Abrasion	C 131 / C 535	Ea	208.00
21100	Clay Lumps and Friable Particles	C 142	Ea	55.00
21200	Lightweight Particles	C 123	Ea	64.00
21300	Sand Equivalent	D 2419	Ea	65.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	354.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	204.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Portland Cement Concrete

Code	Description	Standard	Unit	Current Fee
30100	Compressive Str. (Cylinder)	C 39	Ea	17.00
30200	Flexural Str. (Beam)	C 78	Ea	27.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	109.00
30400	Time of Set by Penetration	C 403	Ea	320.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	328.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C 490 & C 157	Set 3	116.00
30700	Density of Structural Lwt. Concrete	C 567	Ea	81.00
30800	Concrete Coring, Minimum Charge	C 42	Min	338.00
30900	Concrete Coring (4" diameter to 6" Thickness)	C 42	Ea	105.00
31000	Concrete Coring, 4", additional thickness (over 6" to 12")	C 42	In	9.00
31100	Concrete Coring, 4", additional thickness (over 12")	C 42	In	12.00
31110	Concrete Coring (6" diameter to 6" Thickness)	C 42	Ea	150.00
31112	Concrete Coring, 6", additional thickness (over 6" to 12")	C 42	In	13.50
31113	Concrete Coring, 6", additional thickness (over 12")	C 42	In	18.00
31200	Preparation of Core, Cap & Test	C 42	Ea	78.00
31300	Measuring Length of Core	C 174	Ea	13.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	91.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	92.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

HMAC

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review		Ea	218.00
40200	HMAC Design (In-Place)		Ea	2177.00
40300	Trail Batch (up to 5 points)		Ea	1633.00
40400	Additional Points		Ea	235.00
40500	Extraction/Gradation	Tex-210F	Ea	203.00
40600	Specific Gravity	D 2041 & 201F	Ea	72.00
40700	HVEEM Stability	Tex-208F	Set	95.00
40800	Bulk Density - Lab Molded or Core	Tex-207F	Set	54.00
40900	Bulk Density Core	Tex-207F	Ea	48.00
41000	Molding Specimens	Tex-206F	Set	63.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea	91.00
41200	Apparent Specific Gravity	Tex-202F	Ea	68.00
41300	Abson Recovery	Tex-211F	Ea	327.00
41400	Moisture Susceptibility	Tex-531C	Ea	476.00
41500	Penetration	D 5	Ea	86.00
41600	Ductility	D 113	Ea	115.00
41700	Viscosity	D 2170	Ea	95.00
41800	Asphalt Coring, Minimum Charge		Min	338.00
41900	Asphalt Coring (4"Dia. to 6" Thickness)		Ea	93.00
42000	Asphalt Coring (4"Dia. over 6" Thickness)		In	8.00
42150	Asphalt Coring (6" Dia. to 6" Thickness)		Ea	140.00
42160	Asphalt Coring (6" Dia. Over 6" Thickness)		In.	12.00
42200	Measuring Thickness of Asphalt		Ea	8.00
42300	PMA Extraction/Gradation	D 2172	Ea	272.00
42400	PMA Extraction/Gradation	D 6307	Ea	169.00
42500	Asphalt Content	D 4125	Ea	81.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Structural Steel

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium		Day	123.00
50200	Radiographic Source, Cobalt 60		Day	142.00
50300	Ultrasonic equipment	E 114, E 273, E 587, E 797	Day	91.00
50400	Magnetic Particle Inspection Equipment	E 709	Day	34.00
50500	Skidmore-Wilhelm Tension Indicator		Day	136.00
50600	Torque Wrench		Day	50.00
50700	Discontinuity (Holiday) Equipment		Day	95.00
50800	Dry Film Thickness Equipment (Tooke	D 4138	Day	34.00
50900	Dry Film Thickness Equipment	D 7091	Day	34.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Masonry

Code	Description	Standard	Unit	Current Fee
60100	Compressive Strength, Mortar Cubes	C 109	Set 6	140.00
60200	Compressive Strength, Mortar Cubes	C 109	Ea	23.00
60300	Compressive Strength, Mortar or Grout Cylinder	C 780/C 39	Ea	23.00
60400	Compressive Strength, Grout Prism	C 1019	Set 3	140.00
60500	Measurement, Brick	C 67	Ea	55.00
60600	Compressive Strength Test, Brick	C 67	Ea	33.00
60700	Flexural Strength Test, Brick	C 67	Ea	43.00
60800	Absorption of Brick, 24 hr.	C 67	Ea	72.00
60900	Absorption of Brick, 5 hr.	C 67	Ea	71.00
61000	Measurement, CMU	C 140	Ea	29.00
61100	Weight, CMU	C 140	Ea	81.00
61200	Moisture Content, CMU	C 140	Ea	81.00
61300	Compressive Strength, CMU	C 140	Ea	87.00
61400	Compressive Strength, CMU Hollow Prism	C 1314	Ea	136.00
61500	Compressive Strength, CMU Grouted Prism	C 1314	Ea	195.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Fireproofing

Code	Description	Standard	Unit	Current Fee
70100	Density of SFRM	E 605	Ea	38.00
70200	Cohesion/Adhesion of SFRM	E 736	Ea	29.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Roofing

Code	Description	Standard	Unit	Current Fee
80100	Cut Out Roofing Sample Evaluation	D 2928	Ea	353.00
80200	Moisture in Mineral Aggregate for BUR	D 1864	Ea	59.00
80300	Analysis of New Built-Up Roof Membranes	D 3617	Ea	325.00
80400	Compressive Strength of Lwt. Insul. Concrete	C 495	Set of 4	114.00
80500	Compressive Strength of Lwt. Insul. Concrete	C 495	Ea	30.00
80600	Unit Weight of Lwt. Insul. Concrete	C 495	Set of 2	51.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Soils

Code	Description	Standard	Unit	Current Fee
90100	Liquid & Plastic Limits	D 4318	Ea	62.00
90200	Moisture Content of Soils by Mass	D 2216	Ea	9.00
90300	Moisture Content by Microwave	D 4643	Ea	30.00
90400	Sieve Analysis	D 422	Ea	57.00
90500	Sieve Analysis w/ Hydrometer	D 422	Ea	128.00
90600	Percent Passing #200 Sieve	D 1140	Ea	48.00
90700	Specific Gravity	D 854	Ea	59.00
90800	pH of Soils	D 4972	Ea	17.00
90900	Unconfined Compressive Strength	D 2166	Ea	45.00
91100	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	63.00
91200	One-Dimension Consolidation	D 2435	Ea	361.00
91300	Consolidation, Additional Increment	D 2435	Ea	51.00
91400	Dispersive Characteristic by Pinhole Test	D 4647	Ea	286.00
91500	Dispersive Characteristic by Crumb Test	D 6572	Ea	38.00
91600	Double Hydrometer	D 4221	Ea	177.00
91700	Soil Suction - Filter Paper		Ea	57.00
91900	California Bearing Ratio	D 1883	Ea	215.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	63.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	76.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	292.00
92300	OMD Standard Compaction	D 698	Ea	204.00
92400	OMD Modified Compaction	D 1557	Ea	218.00
92500	Max. & Min. Density - Sand	D 4253/D 4254	Ea	212.00
92600	Percent Solids in Lime Slurry		Ea	43.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	235.00
92800	Optimum Lime Content - PI Method		Ea	242.00
94100	Cement Sand Compressive Strength	D 1633	Ea	71.00
94200	Cement Content of Soil-Cement	D 806	Ea	313.00
94300	Sieve Analysis - Base Material	C 136	Ea	95.00
94400	Compressive Strength Treated Base	Tex-120E	Ea	258.00
94500	OMD Standard Compaction, Treated	D 698	Ea	225.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	239.00
95100	Nuclear Density Gauge	D 6938	Hr	10.50

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Slip-Lining and Manhole Repair

Code	Description	Standard	Unit	Current Fee
100100	Coring/Drilling of Manhole Grout		Hole	61.00
100200	Coring and Strength of Gunite Panel		Core	122.00
100300	Flexural Strength/Modulus of Elasticity of Liner	D 790	Coupon	343.00

**Harris County Fee Schedule
Construction Materials Engineering Services
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Subsurface Exploration

Code	Description	Standard	Unit	Current Fee
11010	Soil Boring, Intermittent 3-in. dia. (0 to 50')		Ft	19.00
11020	Soil Boring, Intermittent 3-in. dia. (50' to 100')		Ft	21.00
11030	Soil Boring, Continuous 3-in. (0 to 20')		Ft	21.00
11031	Soil Boring, Continuous 3-in. (20 to 50')		Ft	25.00
11032	Soil Boring, Continuous 3-in. (50 to 100')		Ft	35.00
11040	Soil Boring over 100' (Surcharge)		Ft	7.00
11050	Wash Boring		Ft	9.00
11060	Auger Boring		Ft	10.50
11070	Undisturbed/Split-Spoon in Wash/Auger Borings		Ea	39.00
11071	Piezometer Installation		Ft	16.00
11072	Piezometer Abandonment		Ft	16.00
11080	Grouting of Completed Boring		Ft	10.00
11090	A.T.V. Surcharge		Ft	7.00
11100	Minimum Charge for the Exploration (to be used if charges are less than \$782.00)		LS	782.00
11110	Mobilization/Demobilization		LS	349.00
11120	TDH Cone Penetration Test		Ea	27.00
11130	ATV Mobilization Surcharge		LS	136.00
11140	Portable Rig Drilling (Crew of two)		Hr	177.00
11150	Standby (Crew of Two)		Hr	170.00

Harris County Fee Schedule "General Notes" - 2015

1. General

- 1.1 All construction materials engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by Consultant for Harris County must be authorized by Harris County.
- 1.2 Services not specifically authorized by Harris County will not be paid for.
- 1.3 Failure to perform specified services in accordance with Harris County requirements may result in cancellation of Consultant's purchase order.
- 1.4 Harris County is using internet-based software "Capital Projects Management and Tracking System (CAPTRAC)" to maintain consistent administrative and technical control for its projects through the County.

The consultant is required to use CAPTRAC for reporting of "All reports relating to field sample, inspection, field and laboratory testing" in accordance with procedures provided (the user's Guide and Quick Reference Guide in Construct-it under Help link) by the County.

At no cost to the consultant, the County will provide system login account(s) and provide training for consultant personnel. The consultant must update CAPTRAC with any new or revised information within 24 hours of that information becoming known to consultant.

2. Engineering Services

- 2.1 Engineering Services shall be performed by a professional engineer licensed in the State of Texas and employed full-time by the Consultant ("Engineer").
- 2.2 All construction materials engineering reports ("Reports") relating to Services performed by the Consultant shall be reviewed and signed by Consultant's Engineer. The Consultant's Engineer does not need to sign specimen pick-ups or project cancellation reports.
- 2.3 For review of Reports by Consultant's Engineer, Harris County will compensate the Consultant at the signing engineer's rate (Project Engineer) for ¼ (0.25) hour of engineering review time for each Report.
- 2.4 Harris County shall also compensate Consultant when Consultant's Engineer attends Project-related on-site and progress meetings at the request of the Harris County.
- 2.5 Overtime will not be allowed for any Engineering Service.

3. Field Services

- 3.1 "Sampling" is defined as the process of procuring materials for subsequent testing or examination that is performed by a certified technician with knowledge of appropriate sampling procedures.

- 3.2 "Specimen Pickup" is defined as the process of retrieving "specimens," usually pre-fabricated in the field such as cylinders, beams, or cubes, and transporting those specimens to the laboratory for subsequent testing or examination.
- 3.3 Field Services shall be performed by Consultant's certified engineering technicians in accordance with the Fee Schedule.
 - 3.3.1 A non-certified technician maybe allowed to assist a certified technician on a Project provided two or more technicians are required.
 - 3.3.2 Specimen Pickup shall be performed, whenever possible, as a part of a scheduled field trip or by the full-time technician assigned to the Project.
 - 3.3.3 Specimen Pickup not performed as a part of a scheduled field trip or by the technician assigned to the Project shall be compensated at the technician rate.
 - 3.3.4 Field sieve analysis and lime slurry percent-solids determination shall be performed in the field as part of the field inspection without an additional testing charge.
 - 3.3.5 The rates for coring of Portland cement concrete or asphaltic concrete are inclusive of the field representative's time, all equipment , and patching of the core hole with a conventional concrete mixture for concrete or cold-patching asphaltic materials for asphaltic concrete. The rates for coring do not include a Vehicle Charge. Patching with specialty materials (such as non-shrink repair mortar) must be approved in advanced by Harris County and any approved specialty patching materials will be reimbursed by Harris County at cost plus 10%.
 - 3.3.6 A minimum of 30-minute unpaid lunch shall be taken by the field technician for work over eight (8) hours unless otherwise approved in writing by the Harris County.
 - 3.3.7 Certified technicians shall carry their certification wallet cards with them on the Project.
- 3.4 Harris County shall compensate Consultant for Services on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project-related location.

4. Laboratory Services

- 4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in this Attachment. Compensation shall not be paid for personnel services and/or materials related to such testing, except as specifically noted in this Attachment.
- 4.2 Unless otherwise requested by Harris County, an aggregate correction factor will not be determined for use in adjusting the aggregate gradation and asphalt content when testing HMAC in accordance with ASTM D6307. Laboratory reports should include a note indicating that an aggregate correction factor was not used.

5. Other Services

5.1 Geotechnical Services

- 5.1.1 All geotechnical borings shall be staked by Consultant and shall be compensated at the rate not to exceed that for a Graduate Engineer.
- 5.1.2 Geotechnical logging shall be performed by a technician certified in soils or a Graduate Engineer or Graduate Geologist. Unless the services of an Engineer or Geologist are approved by Harris County in advance, logging shall be compensated at the NICET Level II technician rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.
- 5.1.3 Geotechnical borings shall be drilled at increments of 5-ft.

5.2 Traffic Control

- 5.2.1 If traffic control is necessary during geotechnical field operations, qualified personnel or a qualified subcontractor should be engaged to provide traffic control. Proposed use of traffic control must be approved in advance by the Director.

6. Reporting

Consultant shall document all field and laboratory Services in a written report prepared in accordance with Project Specifications and standard methods.

6.1 Reports shall contain the following:

- 6.1.1 Project Name, Consultant Report number, and Harris County Job No.
- 6.1.2 Personnel name and certification typed or printed legibly.
- 6.1.3 Time of departure from Consultant's facility.
- 6.1.4 Time of arrival at Project.
- 6.1.5 Standby time, if any.
- 6.1.6 Services requested and performed.
- 6.1.7 Time of departure from Harris County Project.
- 6.1.8 Time of arrival at Consultant's facility.
- 6.1.9 Overtime hours, if any.
- 6.1.10 Appropriate Specification and/or Test Method.
- 6.1.11 Signature of Engineer reviewing Report.

6.2 Reports shall contain hours of service for each visit to the Harris County Project including Specimen Pickup.

6.3 All Reports must be received by the Harris County within 14 calendar days of the original date of service or completion of required laboratory tests.

6.4 Final reports presenting strength test results shall be sent to Harris County within three (3) business days following the test date.

7. Compensation and Invoicing

- 7.1 Compensation of Consultant for personnel performing sampling, testing, inspection, and traffic control services shall be as stated in the Fee Schedule and shall include reasonable travel time, as agreed to by Harris County, between Consultant's facility and the Harris County Project.
- 7.2 Fees for Services are inclusive of all tools, equipment and consumable supplies needed to perform the subject services, except as specifically noted in this Attachment.
- 7.3 Fees for Services performed on an hourly basis shall be recorded to the nearest $\frac{1}{4}$ (0.25) hour and will be compensated at the applicable rate.
- 7.4 Overtime for field services is applicable for any hours work before 6:00 a.m. or after 6:00p.m., Monday through Friday, and any hours worked on Saturday, Sunday or a holiday or over 8 hours per day.
- 7.5 A minimum charge of four (4) hours for field technician, vehicle, and equipment (where charged on an hourly rate) shall apply to each visit to the Project site or to an authorized off-site location for sampling, observation, inspection, or testing as outlined in the Fee Schedule. The maximum Vehicle Charge shall be eight (8) hours at the rate outlined in the Fee Schedule.
- 7.6 All hourly services invoiced shall be accompanied by the Company representative's signed time sheet or daily report, including the name and classification of the individual. Hourly services shall be invoiced to the nearest $\frac{1}{4}$ hour.
- 7.7 A minimum of 30-minute lunch shall be taken for continuous work of eight (8) hours or more on a single Project.
- 7.8 If a technician has departed for the Project, prior to receipt of a cancellation notice by Consultant, Consultant shall be compensated at the applicable technician rate for the time required to Consultant's facility plus applicable Vehicle Charge. A four (4) hour minimum shall apply.
- 7.9 If a technician/inspector is assigned to more than one Harris County Project in one day, his or her actual time on both Projects shall be charged (i.e. no minimum charge for both Projects), provided the total time exceeds four (4) hours. All hours invoiced must be supported by copies of Reports and a signed time-sheet or daily activity report sheets, which contains the name of the personnel and their certification, shall be signed by third-party inspector or contractor, if available.
- 7.10 Consultant may be reimbursed by Harris County for services of a qualified subcontractor or consultant, authorized in advance by the Harris County, at cost plus 10%.
- 7.11 Reproduction charges shall be compensated at current commercial rates.
- 7.12 All reimbursable expenses of Consultant shall be supported by documentation acceptable to the Harris County. Reimbursables such as photographs, reproduction material, delivery, background checks, safety training/orientation, traffic control, parking, and badging, etc., shall be invoiced and reimbursed at cost plus 10%. Receipts for reimbursable expenses must be submitted with the Consultant's invoice for the reimbursable expense.

ATTACHMENT B.3
GEOTECHNICAL FEE ESTIMATE

**PROPOSAL FOR
DESKTOP GEOLOGIC FAULT STUDY AND
GEOTECHNICAL STUDY
49TH STREET PAVING IMPROVEMENTS
FROM AVENUE 'P' TO AVENUE 'S½'
CITY OF GALVESTON, TEXAS**

PROPOSAL NO. P17-237



TO

**STANTEC
HOUSTON, TEXAS**

BY

GEOTECH ENGINEERING AND TESTING

www.geotecheng.com

NOVEMBER 2017



GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering



ACCREDITED
CERTIFICATE #0075-01
#0075-02

Stantec
580 Westlake park Boulevard Suite 1000
Houston, Texas 77079-2662

Attention: Mr. Robert Moser
Senior Associate

Proposal No. P17-237
November 14, 2017
Tel.: 713-587-5760
E-mail: robert.moser@stantec.com

PROPOSAL FOR DESKTOP GEOLOGIC FAULT STUDY AND GEOTECHNICAL STUDY 49TH STREET PAVING IMPROVEMENTS FROM AVENUE 'P' TO AVENUE 'S½' CITY OF GALVESTON, TEXAS

Gentlemen:

At your request, we are pleased to submit this proposal for the 49th Street Paving Improvement project. The roadway extension will be from Avenue 'P' to Avenue 'S½', City of Galveston, Texas. The length proposed paving improvement alignment is approximately 2,275-ft. The planned paving improvements were discussed in detail with Mr. Robert Moser in order to plan a study that would provide the necessary design and construction data.

INTRODUCTION

It is planned to improve approximately 2,275± linear feet of 49th Street from Avenue 'P' to Avenue 'S½', City of Galveston, Texas. A site vicinity map is presented on Plate 1. We understand that the proposed paving improvement will consist of milling and replacing the existing asphalt pavement with asphalt pavement. Furthermore, the proposed facilities will consist of the following:

Facility	Remarks
Water/Storm Sewers	The underground utilities will consist of water lines and storm sewer lines. We assumed that the depth of the underground utilities will be less than 15-ft deep. Furthermore, the construction method will be either open excavation or augering.
Paving	The roadway will be about 2,275-ft long asphalt paving. We understand, client will provide the traffic traffic loading in a form of Equivalent Single Axial Load (ESAL). Furthermore, we understand that 20-year design life will be used for asphalt pavement design.



This proposal is divided into two sections. Each section will be discussed and estimated separately. These sections are as follows:

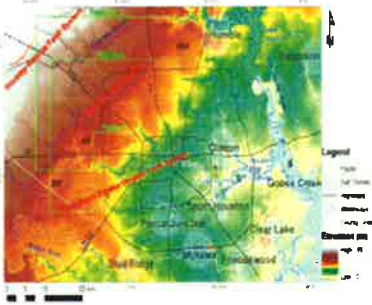
- o Desktop Geologic Fault Study.
- o Geotechnical Exploration Study for the pavements and underground utilities.

This study will be conducted in general accordance with the Galveston County and City of Galveston guidelines.

We will not perform the geotechnical exploration for the road in accordance with the TxDOT specifications. We understand that the scope of our work will not include review of plans and specifications prior to the final design. **Furthermore, the scope of our work does not include development of traffic control plan for drilling. The client should put the fees for such a study in their proposal.**

DESKTOP GEOLOGIC FAULTING

The project site is located in Galveston County, Texas. Geologic faults are scattered throughout Gulf Coast. In general, faults are caused by groundwater and oil removal from the underlying surface. Faults originate several thousand feet below the ground surface and can often cause displacement of the ground surface, causing broken pavement, water lines, and damage to residential and commercial structures.



A Desktop Geologic Fault Study will be conducted. A desktop fault study will include a study of published data on surface faults in the area of the site from the Geotech Engineering and Testing Library. A report of our findings will be provided.

GEOTECHNICAL STUDY

Field Exploration

Notice to Residents. GET will distribute handout fliers stating GET will conduct soil borings to nearby residents prior to drilling operations.

Site Access. We will drill all borings using a truck-mounted drilling rig along the project alignment.

Surveying. The client will establish and provide GET the boring coordinates and ground surface elevations. GET will mark the boring locations in the field so that the survey crew can locate them.

Checking for Utilities. GET will call Texas 811-Call for the locations of utilities. GET will coordinate these activities. GET will not hire a contractor to conduct subsurface utility studies to find location of any and all utilities. This is not the scope of GET work. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.

Pavement Coring. The existing pavement (Borings B-1 through B-5) will be cored along the roadway alignment prior to drilling and sampling. We will provide the pavement thickness components in our report. The pavement core locations will be restored with Quickcrete. Traffic control will be required during this effort.

Traffic Control. Traffic control is required along the project alignments during our field exploration. The traffic control shall be in general accordance with TMUTCD. The scope of our field work will require a lane closure. Our traffic control will be subcontracted out to Regional Traffic Services. Furthermore, we understand that the client will provide a traffic control plan.



Drilling and Sampling. We will evaluate the soil stratigraphy and groundwater conditions for the proposed paving improvements by conducting eleven (5) soil borings. All the borings will be 25-ft deep. Plan of borings is presented on Plate 2.



The samples will be obtained continuously from the surface to the completion depth of borings. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and the clays will be sampled by a Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory unconfined compression and Torvane tests used to supplement laboratory shear strength data.

Groundwater. Depth to groundwater will be important for design and construction of the proposed facilities. For this reason, borings will be drilled dry and the depth at which groundwater is encountered will be recorded. Twenty-four hour water levels will also be measured.

Borehole Grouting. All boreholes will be grouted with grout, using Tremie Method.



Laboratory Testing

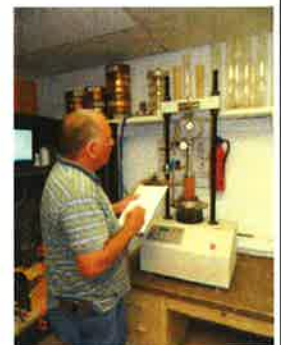
Laboratory tests will vary with the soils encountered, but will be planned



to evaluate soils design parameters for the proposed pavements and underground utilities.

It is anticipated that the tests will include hand penetrometer, torvane, unconfined compression, unit weight, moisture content, liquid and plastic limit tests, gradation, and hydrometers.

All of the subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. All tests will be performed in general accordance with the ASTM Procedures.



ENGINEERING ANALYSES AND REPORTING

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented and recommendations made relative to the following:

Facility	Recommendations	
General	○ Summary. ○ Project site pictures. ○ Geology. ○ Results of the Desktop Geologic Fault Study and recommendations for Phase I Study, if warranted. ○ Generalized soils stratigraphy and groundwater levels. ○ Boring logs per GET format.	
Road Paving	○ Estimated subgrade properties (based on correlations) including CBR and Resilient Modulus values for natural soils. ○ Asphalt pavement design, using AASHTO 1993 pavement design method. The client will provide traffic loading in the form of ESAL. ○ Pavement recommendations. ○ Soil stabilization requirements for the pavements. ○ Potential construction problems. ○ Recommendations on site drainage.	
Storm Sewers	○ In the event that open excavation is used, we will provide bedding, backfilling, excavation wall and bottom stability, thrust restraint, dewatering, pipe design parameters. ○ In the event that augering is used, we will provide, soil design parameters, ground stability, auger pit excavation stability and dewatering. ○ OSHA soil classification for the trench safety.	

COST ESTIMATE

General

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services based on the Harris County Fee Schedule as shown on Plates 3 and 4. This estimate assumes underground obstructions will not be encountered that require boring relocations. GET is not responsible for damages to underground utilities, man-made utilities, etc. In the event that concrete, rock/rubble is encountered, the boring(s) will be terminated. We understand that all of the boring elevations will be provided by the client prior to completion of GET report. Our cost estimate includes one draft report copy and one final report copy. A digital copy of the report will also be provided. Additional report copies will be provided at a separate charge.



Underground Utilities

The cost estimate for geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocation(s). GET will contact Texas 811 for the presence of underground utilities. However, Texas 811 does not have information regarding the presence of underground utilities inside the properties. GET is not responsible for damage to underground utilities, man-made objects, etc., that are not identified by Texas 811. The scope of our work does not include subsurface utility engineering. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.



Traffic Control Allowance

The cost estimate for traffic control is only an allowance. GET is prepared to use any qualified traffic control subcontractor specified by the client. **Our estimated traffic control schedule is as follows:**

<u>Days</u>	<u>Services</u>
1.0	Coring, 5 Cores
1.5	Drilling and Sampling
1.0	Borehole Grouting

The actual number of days could be higher or lower, depending on access, pavement thickness and daily production.

Summary Cost Estimate

A summary of project cost is presented below:

<u>Scope of Work</u>	<u>Estimated Cost</u>	<u>Cost Breakdown, Plate(s)</u>
Desktop Geologic Fault Study	\$ 684.50	3
Basic Geotechnical Report	18,842.00	3-4
Allowance		
Traffic Control/Notice of Drilling	3,131.50	4
Pavement Coring	<u>1,622.00</u>	4
Estimated Grand Total	\$ <u>24,280.00</u>	

REPORT REVIEWS AND COMMENTS

Our report will be submitted to Stantec and City of Galveston Engineering Department in a draft form for comments. Once these reviews are completed, a final report will be issued. All of these comments will be incorporated in the final report. The client agrees that all reviews are complete once a notice for a final report is issued. Any changes to the final report will be outside the scope of our study. We will incorporate any future comments after the final report is issued on a time and materials basis per the applicable fee schedule

TIME SCHEDULES

We estimate that the field work can be started about One (1) week after authorization is received. The project schedule will be as follows:

<u>No. of Working Days</u>				
<u>Utility Clearance</u>	<u>Field Exploration</u>	<u>Lab</u>	<u>Engineering</u>	<u>Total</u>
3	4	10	15	32

Preliminary recommendations will be submitted during the course of the exploration, if required to expedite design.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING

TBPE Registration Number F-001183



David A. Eastwood, P.E., C.A.P.M.
Principal Engineer

ACCEPTED BY: _____

PRINTED NAME: _____

COMPANY NAME: _____

DATE: _____

Enclosures: Site Vicinity Map – Plate 1
Plan of Borings – Plate 2
Cost Estimate – Plates 3 and 4
General Conditions
Harris County Fee Schedule

Copies Submitted: (1) Stantec – Mr. Robert Moser, Senior Associate
(1) DAE



SITE VICINITY MAP

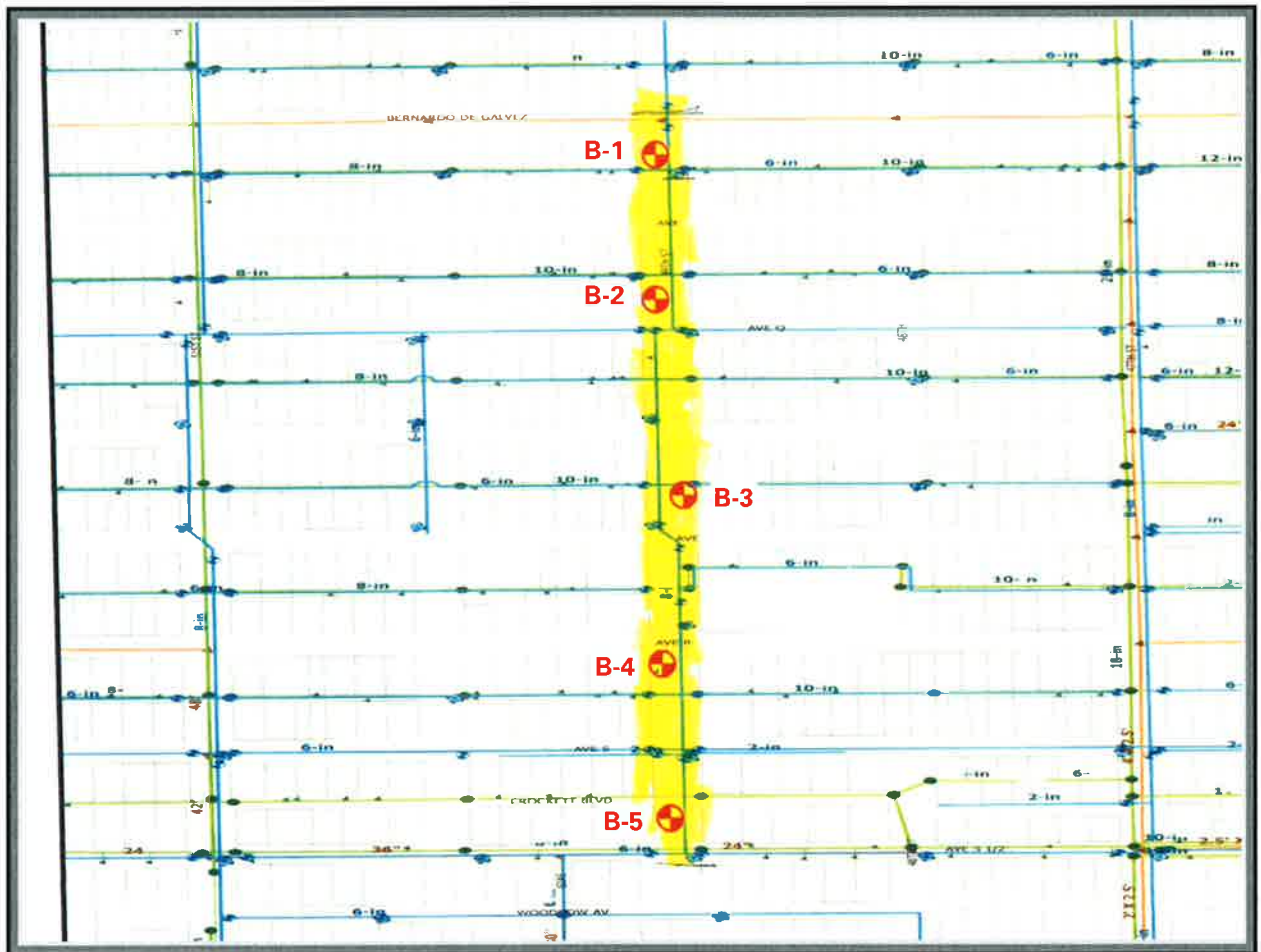
PROJECT: Phase I Geologic Fault and Geotechnical Study, 49TH St. from Avenue P to Avenue S 1/2
City of Galveston, Texas

SCALE: NOT TO SCALE

DATE: NOVEMBER 2017

PROPOSAL NO.: 17-237E

NORTH



PLAN OF BORINGS (boring dimensions and locations are approximate)

PROJECT: Phase I Geologic Fault and Geotechnical Study, 49TH St. from Avenue P to Avenue S 1/2
City of Galveson, Texas

SCALE: NOT TO SCALE

DATE: NOVEMBER 2017

PROPOSAL NO.: P17-237

NORTH



Estimated Cost Summary (Detailed)
Desktop Geologic Fault Study and Geotechnical Study
49th Street Paving Improvements

from Avenue 'P' to Avenue 'S½', City of Galveston, Texas

Consultant Proposal Breakdown									
GEOTECH ENGINEERING AND TESTING									
Date:		November 15, 2017							
PER HARRIS COUNTY FEE SCHEDULE									
Task No.	Task Description	Principal Engineer	Senior Engineer	Graduate Engineer	Field Technician	Typing/ Drafting	Unit of Measure	Estimated Quantity	Rate
Billing Rate per Hour									
		\$206.00	\$149.00	\$101.00	\$51.00	\$60.00			
* LEVEL OF EFFORT									
Desktop Geologic Fault Study									
1	Review of Existing Published Fault Maps by Staff Engineer			3					\$303.00
2	Reporting	1	0.5	1					\$381.50
Total:									\$684.50
Project Initiation upon Receiving NTP									
3	Review of the scope of the work (Including Senior Engineer Site Visit)	2	4	4					\$1,412.00
4	Coordinate with Client, in obtaining the updated information of the project			1					\$101.00
Paving Improvements along project alignment, 5 Borings									
Field Investigation									
5	Develop a Drilling Plan			1					\$101.00
6	Staking the Five (5) Borings/Flier in the Field			7					\$707.00
7	Vehicle Charge						HR	7	\$70.00
8	Coordinate with Surveyors to Locate & Tie in Borings at Site			1					\$101.00
9	Field Coordination during Drilling Including Utility Clearance, Texas One Call, and/or obtain drilling permission			6					\$606.00
10	Mobilization / Demobilization						LS	1	\$349.00
11	Drilling and Sampling Five (5) Borings								
12	Continuous (0' - 20')						LF	100	\$2,100.00
13	Intermittent (20' - 25')						LF	25	\$475.00
13	Technician, Logging Borings, Borehole cleaning and Water Level Reading				16				\$816.00
14	Vehicle Charge						HR	16	\$160.00
15	Grouting Boreholes						FT	125	\$1,250.00
Subtotal									\$8,248.00
Laboratory Testing									
16	Assign Laboratory Tests, Looking at Soil Samples			2					\$202.00
17	Data Reduction and Evaluation			1					\$101.00
18	Water Content (all samples)						EA	55	\$495.00
19	Liquid and Plastic Limits						EA	5	\$310.00
20	Percent Passing # 200 Sieve						EA	20	\$960.00
21	Torvane						EA		\$0.00
22	Hand Penetrometer						EA		\$0.00
23	Unconfined Compression						EA	5	\$225.00
Subtotal									\$2,293.00

from Avenue 'P' to Avenue 'S½', City of Galveston, Texas

GEOTECH ENGINEERING AND TESTING

Date: November 15, 2017

PER HARRIS COUNTY FEE SCHEDULE

Consultant Proposal Breakdown									
	Principal Engineer	Senior Engineer	Graduate Engineer	Field Technician	Typing/Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Engineering Analysis and Report									
					Billing Rate per Hour				
24			1		\$60.00				\$101.00
25			1						\$101.00
26			1						\$101.00
27			6						\$606.00
28			1						\$101.00
29	1	1	6						\$961.00
30	1	1	5						\$860.00
31	1	1	3						\$658.00
32	2	6	16						\$2,922.00
33	1	2	6						\$1,110.00
34					8				\$480.00
35									\$300.00
Subtotal									\$8,301.00

Total: \$18,842.00

ALLOWANCE ITEMS

Traffic Coordination/Allowance (Two Days)									
36	Flyer Distribution			10		HR	10	\$10.00	\$510.00
37	Vehicle Charge					DAY	3.5	\$605.00	\$2,117.50
38	Traffic Control, See Attached (cost + 10%)								\$404.00
39	Coordination, Graduate Engineer		4						
Subtotal									\$3,131.50
Pavement Coring Allowance									
40	Coring and Patching (Up to Six-Inches)					EA	5	\$140.00	\$700.00
41	Coring and Patching (Six to 12-Inches)					EA	60	\$12.00	\$720.00
42	Coordination, Graduate Engineer		2						\$202.00
Subtotal									\$1,622.00
Total:									\$4,753.50
Grand Total									\$24,280.00

GENERAL CONDITIONS

PAYMENT TERMS - The entire payment is due upon receipt of our invoice. Any retainers are for the sole purpose of the securing part of the expenses. Upon completion of the project, any overpayment will be issued back to client, including the retainer paid (if applicable). If payment is not received within ten (10) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood's hourly charges spent on collections, or any other cost incurred in collecting delinquent counts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.

In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by GET in connection with the services requested or performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for GET to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but have not included in our fee the cost of restoration of damage which may result. If client desires restoration of the property to its former condition, an additional fee will be required and notice of such desire must be provided in writing to GET, prior to our completion of services under this contract.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects on the property where the field tests or boring will be performed. GET's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If GET is cautioned, advised, or given data, in writing, revealing the presence or potential presence of underground or overground obstructions, such as utilities, GET will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and hold GET harmless from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to GET in writing, or to reimburse GET for expenses incurred defending any such claims or suits, including reasonable attorneys' fees.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 14 days after submission of our report. Upon written request, GET will retain test specimens or drilling samples for a specified period of time, to be determined at the time of the writing. An acceptable storage charge will be determined prior to such storage.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory data, calculations and estimates, prepared by GET as instruments of service pursuant to this Agreement, shall be the sole property of GET. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by GET, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of GET. At the request and expense of Client, GET will provide copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY - Should GET provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by GET is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISIT - Client agrees that GET will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GET will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GET will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by GET to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that GET is observing placement of all materials. Full-time inspections mean that an employee of GET has been assigned for eight-hour days during regular business hours. Any alteration of plans, including but not limited to; alteration of blueprints, specifications, recommendations, etc. by the Client or a third party, shall relieve GET of all liability for damages incurred, directly or indirectly, from such changes.

Initial _____

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Code	Description	Unit	Current Fee
10100	Principal, P.E.	Hr.	206.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	183.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	149.00
10400	Graduate Engineer and Graduate Geologist	Hr.	101.00
10500	Technician, NICET IV	Hr.	84.00
10600	Technician, NICET III, HMA-II	Hr.	75.00
10700	Technician, NICET II, ACI Construction Inspector, HMA-1A or HMA-1B, NDT II, Logger or both: TxDOT Soil SB-101 and SB-102	Hr.	65.00
10800	Technician, ACI Field Grade I, TxDOT Soil SB-101 or SB-102	Hr.	51.00
10900	Technician (Non-Certified)	Hr.	43.00
11000	Senior Welding Inspector, SCWI	Hr.	115.00
11100	Welding Inspector, CWI, ACCP II	Hr.	91.00
11200	Associate Welding Inspector	Hr.	65.00
11300	Inspector, ASNT III	Hr.	112.00
11400	NDT Inspector Level II with asst. (2 man crew)	Hr.	112.00
11500	Engineering Assistant	Hr.	60.00
15000	Vehicle Charge	Hr.	10.00
15100	Reimbursable Expenses		Cost + 10%
15200	Services provided by quotation		Cost + 10%

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Aggregates

Code	Description	Standard	Unit	Current Fee
20100	Sieve Analysis - Coarse Aggregates	C 136 - C	Ea	54.00
20200	Sieve Analysis - Fine Aggregates	C 136 - F	Ea	54.00
20300	Rel Density & Abs. - Coarse Aggregates	C 127	Ea	81.00
20400	Rel Density & Abs. - Fine Aggregates	C 128	Ea	99.00
20500	Bulk Density & Voids in Aggregate	C 29	Ea	38.00
20600	Absorption - Coarse Aggregates	C 127	Ea	45.00
20700	Absorption - Fine Aggregates	C 128	Ea	45.00
20800	Finer than 75-um (No. 200) Sieve	C 117	Ea	49.00
20900	Organic Impurities in Fine Aggregates	C 40	Ea	48.00
21000	L.A. Abrasion	C 131 / C 535	Ea	208.00
21100	Clay Lumps and Friable Particles	C 142	Ea	55.00
21200	Lightweight Particles	C 123	Ea	64.00
21300	Sand Equivalent	D 2419	Ea	65.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	354.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	204.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Portland Cement Concrete

Code	Description	Standard	Unit	Current Fee
30100	Compressive Str. (Cylinder)	C 39	Ea	17.00
30200	Flexural Str. (Beam)	C 78	Ea	27.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	109.00
30400	Time of Set by Penetration	C 403	Ea	320.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	328.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C 490 & C 157	Set 3	116.00
30700	Density of Structural Ltwt. Concrete	C 567	Ea	81.00
30800	Concrete Coring, Minimum Charge	C 42	Min	338.00
30900	Concrete Coring (4" diameter to 6" Thickness)	C 42	Ea	105.00
31000	Concrete Coring, 4", additional thickness (over 6" to 12")	C 42	In	9.00
31100	Concrete Coring, 4", additional thickness (over 12")	C 42	In	12.00
31110	Concrete Coring (6" diameter to 6" Thickness)	C 42	Ea	150.00
31112	Concrete Coring, 6", additional thickness (over 6" to 12")	C 42	In	13.50
31113	Concrete Coring, 6", additional thickness (over 12")	C 42	In	18.00
31200	Preparation of Core, Cap & Test	C 42	Ea	78.00
31300	Measuring Length of Core	C 174	Ea	13.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	91.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	92.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

HMAC

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review		Ea	218.00
40200	HMAC Design (In-Place)		Ea	2177.00
40300	Trail Batch (up to 5 points)		Ea	1633.00
40400	Additional Points		Ea	235.00
40500	Extraction/Gradation	Tex-210F	Ea	203.00
40600	Specific Gravity	D 2041 & 201F	Ea	72.00
40700	HVEEM Stability	Tex-208F	Set	95.00
40800	Bulk Density - Lab Molded or Core	Tex-207F	Set	54.00
40900	Bulk Density Core	Tex-207F	Ea	48.00
41000	Molding Specimens	Tex-206F	Set	63.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea	91.00
41200	Apparent Specific Gravity	Tex-202F	Ea	68.00
41300	Abson Recovery	Tex-211F	Ea	327.00
41400	Moisture Susceptibility	Tex-531C	Ea	476.00
41500	Penetration	D 5	Ea	86.00
41600	Ductility	D 113	Ea	115.00
41700	Viscosity	D 2170	Ea	95.00
41800	Asphalt Coring, Minimum Charge		Min	338.00
41900	Asphalt Coring (4"Dia. to 6" Thickness)		Ea	93.00
42000	Asphalt Coring (4"Dia. over 6" Thickness)		In	8.00
42150	Asphalt Coring (6" Dia. to 6" Thickness)		Ea	140.00
42160	Asphalt Coring (6" Dia. Over 6" Thickness)		In.	12.00
42200	Measuring Thickness of Asphalt		Ea	8.00
42300	PMA Extraction/Gradation	D 2172	Ea	272.00
42400	PMA Extraction/Gradation	D 6307	Ea	169.00
42500	Asphalt Content	D 4125	Ea	81.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Structural Steel

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium		Day	123.00
50200	Radiographic Source, Cobalt 60		Day	142.00
50300	Ultrasonic equipment	E 114, E 273, E 587, E 797	Day	91.00
50400	Magnetic Particle Inspection Equipment	E 709	Day	34.00
50500	Skidmore-Wilhelm Tension Indicator		Day	136.00
50600	Torque Wrench		Day	50.00
50700	Discontinuity (Holiday) Equipment		Day	95.00
50800	Dry Film Thickness Equipment (Tooke	D 4138	Day	34.00
50900	Dry Film Thickness Equipment	D 7091	Day	34.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Masonry

Code	Description	Standard	Unit	Current Fee
60100	Compressive Strength, Mortar Cubes	C 109	Set 6	140.00
60200	Compressive Strength, Mortar Cubes	C 109	Ea	23.00
60300	Compressive Strength, Mortar or Grout Cylinder	C 780/C 39	Ea	23.00
60400	Compressive Strength, Grout Prism	C 1019	Set 3	140.00
60500	Measurement, Brick	C 67	Ea	55.00
60600	Compressive Strength Test, Brick	C 67	Ea	33.00
60700	Flexural Strength Test, Brick	C 67	Ea	43.00
60800	Absorption of Brick, 24 hr.	C 67	Ea	72.00
60900	Absorption of Brick, 5 hr.	C 67	Ea	71.00
61000	Measurement, CMU	C 140	Ea	29.00
61100	Weight, CMU	C 140	Ea	81.00
61200	Moisture Content, CMU	C 140	Ea	81.00
61300	Compressive Strength, CMU	C 140	Ea	87.00
61400	Compressive Strength, CMU Hollow Prism	C 1314	Ea	136.00
61500	Compressive Strength, CMU Grouted Prism	C 1314	Ea	195.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Fireproofing

Code	Description	Standard	Unit	Current Fee
70100	Density of SFRM	E 605	Ea	38.00
70200	Cohesion/Adhesion of SFRM	E 736	Ea	29.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Roofing

Code	Description	Standard	Unit	Current Fee
80100	Cut Out Roofing Sample Evaluation	D 2928	Ea	353.00
80200	Moisture in Mineral Aggregate for BUR	D 1864	Ea	59.00
80300	Analysis of New Built-Up Roof Membranes	D 3617	Ea	325.00
80400	Compressive Strength of Lwt. Insul. Concrete	C 495	Set of 4	114.00
80500	Compressive Strength of Lwt. Insul. Concrete	C 495	Ea	30.00
80600	Unit Weight of Lwt. Insul. Concrete	C 495	Set of 2	51.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Soils

Code	Description	Standard	Unit	Current Fee
90100	Liquid & Plastic Limits	D 4318	Ea	62.00
90200	Moisture Content of Soils by Mass	D 2216	Ea	9.00
90300	Moisture Content by Microwave	D 4643	Ea	30.00
90400	Sieve Analysis	D 422	Ea	57.00
90500	Sieve Analysis w/ Hydrometer	D 422	Ea	128.00
90600	Percent Passing #200 Sieve	D 1140	Ea	48.00
90700	Specific Gravity	D 854	Ea	59.00
90800	pH of Soils	D 4972	Ea	17.00
90900	Unconfined Compressive Strength	D 2166	Ea	45.00
91100	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	63.00
91200	One-Dimension Consolidation	D 2435	Ea	361.00
91300	Consolidation, Additional Increment	D 2435	Ea	51.00
91400	Dispersive Characteristic by Pinhole Test	D 4647	Ea	286.00
91500	Dispersive Characteristic by Crumb Test	D 6572	Ea	38.00
91600	Double Hydrometer	D 4221	Ea	177.00
91700	Soil Suction - Filter Paper		Ea	57.00
91900	California Bearing Ratio	D 1883	Ea	215.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	63.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	76.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	292.00
92300	OMD Standard Compaction	D 698	Ea	204.00
92400	OMD Modified Compaction	D 1557	Ea	218.00
92500	Max. & Min. Density - Sand	D 4253/D 4254	Ea	212.00
92600	Percent Solids in Lime Slurry		Ea	43.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	235.00
92800	Optimum Lime Content - PI Method		Ea	242.00
94100	Cement Sand Compressive Strength	D 1633	Ea	71.00
94200	Cement Content of Soil-Cement	D 806	Ea	313.00
94300	Sieve Analysis - Base Material	C 136	Ea	95.00
94400	Compressive Strength Treated Base	Tex-120E	Ea	258.00
94500	OMD Standard Compaction, Treated	D 698	Ea	225.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	239.00
95100	Nuclear Density Gauge	D 6938	Hr	10.50

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Slip-Lining and Manhole Repair

Code	Description	Standard	Unit	Current Fee
100100	Coring/Drilling of Manhole Grout		Hole	61.00
100200	Coring and Strength of Gunite Panel		Core	122.00
100300	Flexural Strength/Modulus of Elasticity of Liner	D 790	Coupon	343.00

**Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2015**

Subsurface Exploration

Code	Description	Standard	Unit	Current Fee
11010	Soil Boring, Intermittent 3-in. dia. (0 to 50')		Ft	19.00
11020	Soil Boring, Intermittent 3-in. dia. (50' to 100')		Ft	21.00
11030	Soil Boring, Continuous 3-in. (0 to 20')		Ft	21.00
11031	Soil Boring, Continuous 3-in. (20 to 50')		Ft	25.00
11032	Soil Boring, Continuous 3-in. (50 to 100')		Ft	35.00
11040	Soil Boring over 100' (Surcharge)		Ft	7.00
11050	Wash Boring		Ft	9.00
11060	Auger Boring		Ft	10.50
11070	Undisturbed/Split-Spoon in Wash/Auger Borings		Ea	39.00
11071	Piezometer Installation		Ft	16.00
11072	Piezometer Abandonment		Ft	16.00
11080	Grouting of Completed Boring		Ft	10.00
11090	A.T.V. Surcharge		Ft	7.00
11100	Minimum Charge for the Exploration (to be used if charges are less than \$782.00)		LS	782.00
11110	Mobilization/Demobilization		LS	349.00
11120	TDH Cone Penetration Test		Ea	27.00
11130	ATV Mobilization Surcharge		LS	136.00
11140	Portable Rig Drilling (Crew of two)		Hr	177.00
11150	Standby (Crew of Two)		Hr	170.00

Harris County Fee Schedule "General Notes" - 2015

1. General

- 1.1 All construction materials engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by Consultant for Harris County must be authorized by Harris County.
- 1.2 Services not specifically authorized by Harris County will not be paid for.
- 1.3 Failure to perform specified services in accordance with Harris County requirements may result in cancellation of Consultant's purchase order.
- 1.4 Harris County is using internet-based software "Capital Projects Management and Tracking System (CAPTRAC)" to maintain consistent administrative and technical control for its projects through the County.

The consultant is required to use CAPTRAC for reporting of "All reports relating to field sample, inspection, field and laboratory testing" in accordance with procedures provided (the user's Guide and Quick Reference Guide in Construct-it under Help link) by the County.

At no cost to the consultant, the County will provide system login account(s) and provide training for consultant personnel. The consultant must update CAPTRAC with any new or revised information within 24 hours of that information becoming known to consultant.

2. Engineering Services

- 2.1 Engineering Services shall be performed by a professional engineer licensed in the State of Texas and employed full-time by the Consultant ("Engineer").
- 2.2 All construction materials engineering reports ("Reports") relating to Services performed by the Consultant shall be reviewed and signed by Consultant's Engineer. The Consultant's Engineer does not need to sign specimen pick-ups or project cancellation reports.
- 2.3 For review of Reports by Consultant's Engineer, Harris County will compensate the Consultant at the signing engineer's rate (Project Engineer) for ¼ (0.25) hour of engineering review time for each Report.
- 2.4 Harris County shall also compensate Consultant when Consultant's Engineer attends Project-related on-site and progress meetings at the request of the Harris County.
- 2.5 Overtime will not be allowed for any Engineering Service.

3. Field Services

- 3.1 "Sampling" is defined as the process of procuring materials for subsequent testing or examination that is performed by a certified technician with knowledge of appropriate sampling procedures.

- 3.2 "Specimen Pickup" is defined as the process of retrieving "specimens," usually pre-fabricated in the field such as cylinders, beams, or cubes, and transporting those specimens to the laboratory for subsequent testing or examination.
- 3.3 Field Services shall be performed by Consultant's certified engineering technicians in accordance with the Fee Schedule.
 - 3.3.1 A non-certified technician maybe allowed to assist a certified technician on a Project provided two or more technicians are required.
 - 3.3.2 Specimen Pickup shall be performed, whenever possible, as a part of a scheduled field trip or by the full-time technician assigned to the Project.
 - 3.3.3 Specimen Pickup not performed as a part of a scheduled field trip or by the technician assigned to the Project shall be compensated at the technician rate.
 - 3.3.4 Field sieve analysis and lime slurry percent-solids determination shall be performed in the field as part of the field inspection without an additional testing charge.
 - 3.3.5 The rates for coring of Portland cement concrete or asphaltic concrete are inclusive of the field representative's time, all equipment , and patching of the core hole with a conventional concrete mixture for concrete or cold-patching asphaltic materials for asphaltic concrete. The rates for coring do not include a Vehicle Charge. Patching with specialty materials (such as non-shrink repair mortar) must be approved in advanced by Harris County and any approved specialty patching materials will be reimbursed by Harris County at cost plus 10%.
 - 3.3.6 A minimum of 30-minute unpaid lunch shall be taken by the field technician for work over eight (8) hours unless otherwise approved in writing by the Harris County.
 - 3.3.7 Certified technicians shall carry their certification wallet cards with them on the Project.
- 3.4 Harris County shall compensate Consultant for Services on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project-related location.

4. Laboratory Services

- 4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in this Attachment. Compensation shall not be paid for personnel services and/or materials related to such testing, except as specifically noted in this Attachment.
- 4.2 Unless otherwise requested by Harris County, an aggregate correction factor will not be determined for use in adjusting the aggregate gradation and asphalt content when testing HMAC in accordance with ASTM D6307. Laboratory reports should include a note indicating that an aggregate correction factor was not used.

5. Other Services

5.1 Geotechnical Services

- 5.1.1 All geotechnical borings shall be staked by Consultant and shall be compensated at the rate not to exceed that for a Graduate Engineer.
- 5.1.2 Geotechnical logging shall be performed by a technician certified in soils or a Graduate Engineer or Graduate Geologist. Unless the services of an Engineer or Geologist are approved by Harris County in advance, logging shall be compensated at the NICET Level II technician rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.
- 5.1.3 Geotechnical borings shall be drilled at increments of 5-ft.

5.2 Traffic Control

- 5.2.1 If traffic control is necessary during geotechnical field operations, qualified personnel or a qualified subcontractor should be engaged to provide traffic control. Proposed use of traffic control must be approved in advance by the Director.

6. Reporting

Consultant shall document all field and laboratory Services in a written report prepared in accordance with Project Specifications and standard methods.

6.1 Reports shall contain the following:

- 6.1.1 Project Name, Consultant Report number, and Harris County Job No.
- 6.1.2 Personnel name and certification typed or printed legibly.
- 6.1.3 Time of departure from Consultant's facility.
- 6.1.4 Time of arrival at Project.
- 6.1.5 Standby time, if any.
- 6.1.6 Services requested and performed.
- 6.1.7 Time of departure from Harris County Project.
- 6.1.8 Time of arrival at Consultant's facility.
- 6.1.9 Overtime hours, if any.
- 6.1.10 Appropriate Specification and/or Test Method.
- 6.1.11 Signature of Engineer reviewing Report.

6.2 Reports shall contain hours of service for each visit to the Harris County Project including Specimen Pickup.

6.3 All Reports must be received by the Harris County within 14 calendar days of the original date of service or completion of required laboratory tests.

6.4 Final reports presenting strength test results shall be sent to Harris County within three (3) business days following the test date.

7. Compensation and Invoicing

- 7.1 Compensation of Consultant for personnel performing sampling, testing, inspection, and traffic control services shall be as stated in the Fee Schedule and shall include reasonable travel time, as agreed to by Harris County, between Consultant's facility and the Harris County Project.
- 7.2 Fees for Services are inclusive of all tools, equipment and consumable supplies needed to perform the subject services, except as specifically noted in this Attachment.
- 7.3 Fees for Services performed on an hourly basis shall be recorded to the nearest $\frac{1}{4}$ (0.25) hour and will be compensated at the applicable rate.
- 7.4 Overtime for field services is applicable for any hours work before 6:00 a.m. or after 6:00p.m., Monday through Friday, and any hours worked on Saturday, Sunday or a holiday or over 8 hours per day.
- 7.5 A minimum charge of four (4) hours for field technician, vehicle, and equipment (where charged on an hourly rate) shall apply to each visit to the Project site or to an authorized off-site location for sampling, observation, inspection, or testing as outlined in the Fee Schedule. The maximum Vehicle Charge shall be eight (8) hours at the rate outlined in the Fee Schedule.
- 7.6 All hourly services invoiced shall be accompanied by the Company representative's signed time sheet or daily report, including the name and classification of the individual. Hourly services shall be invoiced to the nearest $\frac{1}{4}$ hour.
- 7.7 A minimum of 30-minute lunch shall be taken for continuous work of eight (8) hours or more on a single Project.
- 7.8 If a technician has departed for the Project, prior to receipt of a cancellation notice by Consultant, Consultant shall be compensated at the applicable technician rate for the time required to Consultant's facility plus applicable Vehicle Charge. A four (4) hour minimum shall apply.
- 7.9 If a technician/inspector is assigned to more than one Harris County Project in one day, his or her actual time on both Projects shall be charged (i.e. no minimum charge for both Projects), provided the total time exceeds four (4) hours. All hours invoiced must be supported by copies of Reports and a signed time-sheet or daily activity report sheets, which contains the name of the personnel and their certification, shall be signed by third-party inspector or contractor, if available.
- 7.10 Consultant may be reimbursed by Harris County for services of a qualified subcontractor or consultant, authorized in advance by the Harris County, at cost plus 10%.
- 7.11 Reproduction charges shall be compensated at current commercial rates.
- 7.12 All reimbursable expenses of Consultant shall be supported by documentation acceptable to the Harris County. Reimbursables such as photographs, reproduction material, delivery, background checks, safety training/orientation, traffic control, parking, and badging, etc., shall be invoiced and reimbursed at cost plus 10%. Receipts for reimbursable expenses must be submitted with the Consultant's invoice for the reimbursable expense.

ATTACHMENT B.4
ACCESSIBILITY CHECK FEE ESTIMATE



PLAN REVIEW SUBMITTAL PROCEDURES

EFFECTIVE JANUARY 1, 2016

ACCESSIBILITY CHECK

10710 S. SAM HOUSTON PKWY. W., #240
HOUSTON, TEXAS 77031
713-995-1993

210-854-9779
SAN ANTONIO, TEXAS

The following outlines what is required and our corresponding fees when submitting plans to ACCESSIBILITY CHECK for a TAS accessibility **PLAN REVIEW**. We can review all subject projects, including State leases.

Our review shall not be construed in any way as acceptance of responsibility for compliance with the Texas Architectural Barrier Act. Such responsibility shall remain with the design professional and/or the Owner of the facility as stipulated by the Statute.

WHAT TO SUBMIT - A complete submittal includes items 1 - 4 below. All forms as well as construction documents may be submitted in paper or pdf electronic format.

1. **Project Registration** - A completed Confirmation Page with the EABPRJ# is required before we can proceed with the plan review.

A filing fee will be paid directly to TDLR when you register the project. The filing fee is separate from our fees.

Please fill out all fields for the owner, tenant (if applicable), and design firm when registering the project. Note - Per Administrative Rule 68.10 (17) the Owner is defined as "The person or persons, company, corporation, authority, commission, board, governmental entity, institution, or any other entity that holds title to the subject building or facility." [Online Project Registration Confirmation Page](#). Note - Our eight digit RAS number is 00000003.

2. **Construction Documents** - One complete set of construction documents. Construction documents may be submitted in paper or pdf electronic format. When submitting drawings in paper format please submit half size sets for sheets larger than 24" x 36". Construction documents are required to be submitted not later than the **twentieth** day after the plans are issued. In computing time a Saturday, Sunday, or legal holiday is not included. In the case of state funded or other public works projects, the issue date is the date the documents are publicly posted for bid. In other instances, the issue date is when the documents are issued for construction, building permit, or regulatory approval. All documents are non-returnable.
3. **Payment** - Payment is required for a complete submittal. See the fee schedule below. Resubmittals and responses are subject to additional fees as noted below. The average review time is ± 10 business days once a complete submittal is received.

By Check - Send to the above address. Make payable to ACCESSIBILITY CHECK.

By Credit Card - to pay by credit card, email a request along with a copy of the Project Registration Confirmation page and contact information, including the email address, of the person receiving the invoice. We will then process an invoice through our PayPal account. Allow 5 business days for processing.

FEE SCHEDULE

Construction Cost	Plan Review Fee	Filing Fee
Under \$50,000	\$315	NOTE - The filing fees are no longer processed by Accessibility Check. Filing fees are paid by others directly to TDLR when registering the Project.
\$50,000 - \$199,999	\$350	
\$200,000 - \$499,999	\$400	
\$500,000 - \$999,999	\$475	
\$1,000,000 - \$4,999,999	\$575	
\$5,000,000 - \$9,999,999	\$725	
\$10,000,000 - \$14,999,999	\$825	
\$15,000,000 - \$24,999,999	\$975	
\$25,000,000 - \$49,999,999	\$1,125	
\$50,000,000 - \$74,999,999	\$1,275	
\$75,000,000 - \$99,999,999	\$1,525	
\$100,000,000 and above	call for fee	

FEES: Fees are based on 1 site and 1 building or build-out. Projects consisting of multiple sites or buildings are subject to additional fees. Call for more information.

RESUBMITTALS: Resubmittals and responses are subject to a minimum resubmittal fee of \$200.

FAST TRACK & MULTI-PHASED PROJECTS: Unless agreed otherwise, fast track and multi-phased projects are treated as resubmittals and subject to the conditions and additional fees stated above under resubmittals.

PUBLIC RIGHT-OF-WAY PROJECTS: In determining fees for Public Right-Of-Way projects the construction cost is based on the pedestrian elements only.

PRELIMINARY PLAN REVIEWS: Preliminary plan reviews are also offered and are based on the service requested. Call for a fee.

EXPEDITED PLAN REVIEWS: Call for availability and fee.

4. **Proof of Submission** - A completed [Proof Of Submission](#) form, signed and dated is required when a licensed design professional (architect, interior designer, landscape architect, or engineer) with the overall responsibility for the design is submitting the project.
5. **Owner Agent Designation** - If the Owner is going to designate an agent to act on his behalf, the [Owner Agent Designation](#) form must also be completed, signed and dated by the Owner.

Last updated 01/02/16

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Fax 713-995-1994

E-mail: qcheck@accessibilitycheck.com

www.accessibilitycheck.com



INSPECTION PROCEDURES

EFFECTIVE JANUARY 1, 2016

ACCESSIBILITY CHECK

10710 S. SAM HOUSTON PKWY. W., #240
HOUSTON, TEXAS 77031
713-995-1993

210-854-9779
SAN ANTONIO, TEXAS

The following outlines the process and our corresponding fees regarding **INSPECTION** services by ACCESSIBILITY CHECK for a TAS Inspection. We can inspect all subject projects, including state leases.

PROCESS - The Owner is responsible for securing an inspection within 30 days after the completion of construction (Administrative Rule 68.52). Note - Per Administrative Rule 68.10(17) the Owner is defined as "The person or persons, company, corporation, authority, commission, board, governmental entity, institution, or any other entity that holds title to the subject building or facility." The inspection process may be initiated by steps 1 - 4 below.

1. **REQUEST FOR INSPECTION** - Complete, sign and date the Request For Inspection form and return it to ACCESSIBILITY CHECK along with the fee and trip charge. The request for inspection must be initiated by the Owner or the Owner's designated agent.
2. **OWNER AGENT DESIGNATION** - IF the Owner is going to designate an agent to act on his behalf, the Owner Agent Designation form must also be completed, signed, and dated by the Owner and returned along with the Request For Inspection form and fees.
3. **PAYMENT** - Payment is required prior to scheduling the inspection.

By Check - Send to the above address. Make checks payable to ACCESSIBILITY CHECK.

By Credit Card - to pay by credit card, email a request along with a copy of the Project Registration Confirmation page and contact information, including the email address, of the person receiving the invoice. We will then process an invoice through our PayPal account. Allow 5 business days for processing.

FEE SCHEDULE

TRIP CHARGE

Construction Cost	Inspection Fee	Mile Radius	Amount
\$0 - \$199,999	\$425	0-25	\$40
\$200,000 - \$499,999	\$450	26-50	\$65
\$500,000 - \$999,999	\$480	51-75	\$90
\$1,000,000 - \$4,999,999	\$600	76-100	\$125
\$5,000,000 - \$9,999,999	\$725	over 100	call for a quote
\$10,000,000 - \$14,999,999	\$850		
\$15,000,000 - \$24,999,999	\$1,050		
\$25,000,000 - \$49,999,999	\$1,150		
\$50,000,000 - \$74,999,999	\$1,275		
\$75,000,000 - \$100,000,000	\$1,525		

TOTAL FEE = Inspection Fee plus the Trip Charge.

FEES: Fees are based on 1 site and 1 building or build-out. Projects consisting of multiple sites or buildings are subject to additional fees. Call for more

information.

NOTE: Cancellations requiring a fee refund are subject to a \$100.00 processing charge.

4. **SCHEDULING** - Once items 1, 2 (if applicable) and 3 have been received, call the office for inspection scheduling. In some instances ACCESSIBILITY CHECK must obtain the project file from TDLR or another RAS prior to scheduling the inspection. The inspection may occur anytime within one year after the completion of construction.

The project must be occupied and the Owner or Owner's representative must be present at the time of inspection.

The Owner is responsible for compliance with the Texas Architectural Barriers Act. Our inspection shall not be construed to mean acceptance of this responsibility.

Last update 01/02/16

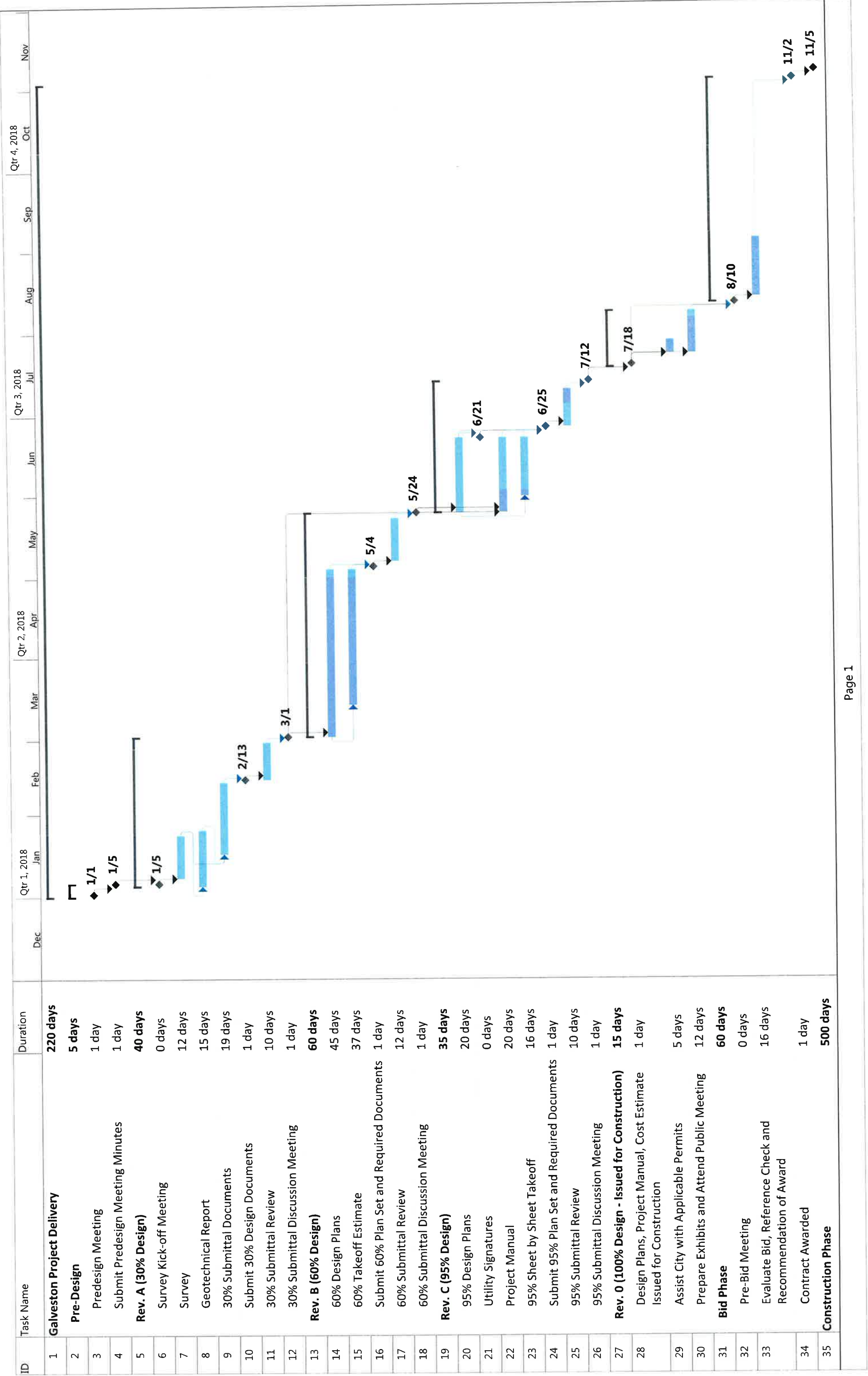
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Fax 713-995-1994

E-mail: acheck@accessibilitycheck.com

www.accessibilitycheck.com

ATTACHMENT C
PROPOSED SCHEDULE





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

05 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from Dannenbaum Engineering Corporation for a not to exceed amount of \$310,000 for 35th Street Design from Post Office to Broadway including utility upgrades. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Roadways. In order to determine the pavement condition of City roadways, the City of Galveston contracted with LJA Engineering Inc., in 2012, prepare a Roadway Evaluation Report.
- B. One of the roadway projects chosen for the CIP was 35th Street from Post Office to Broadway. The repaving of 35th Street from Post Office to Broadway will involve the milling and replacement of the asphalt surface and utilities upgrades.
- C. The project limits are from Post Office to Broadway for approximately 1,600 LF, but if the side streets and alleys along this segment are also included, it amounts to a total of approximately 7,950 LF.
- D. The proposed 35th Street layout will include a bike lane in each direction per the City of Galveston's proposed bicycle network.
- E. Asphalt paving of all alleys from Broadway to Post Office between 34th Street and 36th Street will be included.
- F. Extension of the storm sewer trunk line along 35th Street for future drainage system expansion will be designed. Design will include upsizing of existing water and sanitary sewer utilities from Broadway to Post Office between 34th Street and 36th Street.
- G. Removal and replacement of all manholes and inlets along 35th Street from Post Office to Broadway, and those manholes and inlets along the alleys and sides streets located between 34th Street and 36th Street will be a part of this design.
- H. In summary, all existing pavement along 35th Street within the limits mentioned above will be replaced to allow for the proposed utility upgrades.

II. Current Situation

- A. The City requested a proposal from Dannenbaum Engineering Corporation which was prequalified by the City Council in October 2016.





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

- B. Dannenbaum submitted a proposal for \$310,000 to design the street improvements and utility upgrades.
- C. Dannenbaum is available to perform at the City's request.

III. **Impact or ramifications:**

If not awarded, these needed improvements for 35th Street from Post Office to Broadway, will not be constructed and the condition of the road and the utilities will deteriorate.

IV. **Alternatives in order of priority**

- A. Approve the proposal from Dannenbaum Engineering Corporation for a not to exceed amount of \$310,000 to design the 35th street improvements from Post Office to Broadway including utility upgrades.
- B. Do not approve the request and allow the road and the utilities to continue to deteriorate, substantially increasing the cost of future repairs, maintenance and reconstruction.

V. **Recommendation**

Approve the proposal from Dannenbaum Engineering Corporation for a not to exceed amount of \$310,000 to design the 35th street improvements from Post Office to Broadway including utility upgrades.

VI. **Fiscal Impact Report**

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Sources:	Street CO Bonds 2017 ST2003 \$310,000
Savings:	None.
Total Cost of Design:	\$310,000

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of Galveston, Texas, hereinafter called the “City”, and Dannenbaum Engineering Corporation hereinafter called “COMPANY”, located in 3100 West Alabama Street, Houston, Texas 77098 in connection with the following project:

Capital Improvement Plan
FY 2017-2021
Utility, Storm Sewer, and Roadway Improvements for
35th Street from Post Office to Broadway

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within 252 calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$310,000.00**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage

\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an "**occurrence basis**"

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

DANNENBAUM ENGINEERING CORP.

BY: _____

BY: Wayne G. Ahrens

NAME: Brian Maxwell

NAME: Wayne G. Ahrens, P.E.

TITLE: City Manager

TITLE: Executive Vice President

DATE: _____

DATE: November 29, 2017

Approved As To Form

City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Exhibit A

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

November 29, 2017

Mr. Daniel Christodoss, P.E.
City Engineer
City of Galveston
823 Rosenberg
P.O. Box 779
Galveston, Texas 77553

RE: **35th Street Roadway, Storm Sewer, and Utility Improvements**

Dear Mr. Christodoss:

Dannenbaum Engineering Corporation (DEC) is pleased to present this proposal to you for the design of the proposed roadway, storm sewer, and utility improvements along 35th Street. The project limits are from Post Office (Avenue E) to Broadway, an overall length of approximately 1,600 LF including the side streets and alleys along this segment, an overall length of approximately 7,950 LF. The scope of work for the proposed project includes the following:

- Milling and replacement of the asphalt surface along 35th Street from Post Office (Avenue E) to Broadway. The proposed 35th Street layout will include a bike lane in each direction per the City of Galveston's proposed bicycle network.
- Asphalt paving of all alleys from Broadway to Post Office between 34th Street and 36th Street.
- Extension of the storm sewer trunk line along 35th Street for future drainage system expansion.
- Upsizing of existing water and sanitary sewer utilities from Broadway to Post Office between 34th Street and 36th Street.
- Removal and replacement of all manholes and inlets along 35th Street from Post Office (Avenue E) to Broadway, and those manholes and inlets along the alleys and sides streets located between 34th Street and 36th Street.
- It is assumed that all existing pavement along 35th Street within the limits mentioned above will be replaced to allow for the proposed utility upgrades.

The tasks and associated costs that will be required for the proposed design are listed below.

1.0 Data Collection

- 1.1** Kuo & Associates, Inc. (Kuo) will conduct a full topo if existing conditions survey. The survey data will be used to complete design associated with paving, storm sewer extension, and replacement of utilities. Kuo will also complete plan and profile drawings of the existing utilities.

- 1.2 Geotest Engineering, Inc. will conduct a geotechnical investigation. The results of the geotechnical investigation will determine the proposed roadway design for 35th Street and alleys and side streets located between 34th Street and 36th Street.

2.0 Storm Sewer and Inlet Analysis

2.1 Existing Conditions Analysis

DEC will determine existing drainage areas, land use, and flow patterns based on the survey to be provided by Kuo and complete hydraulic calculations for existing conditions. The 2003 StormCAD model previously completed by DEC for the City of Galveston Master Drainage Plan will be updated based on calculations and data collected to determine current hydrologic and hydraulic conditions.

2.2 Proposed Conditions Analysis

The drainage areas, land use, and flow patterns determined for existing conditions will be revised to reflect the proposed project. Drainage calculations will be completed and incorporated in the proposed conditions StormCAD model which will include proposed enhancements to the storm sewer, roadway, alleys, and inlets. Modeling software will also be utilized to complete inlet analysis for proposed conditions.

2.2 Proposed Water and Sanitary Sewer

All existing water and sanitary sewer lines located between 34th Street and 36th Street will be replaced. The proposed size of these lines will be provided by the City of Galveston.

3.0 Predesign Meeting

Attend pre-design meeting and prepare agenda, present an understanding of project scope, and prepare pre-design meeting minutes.

4.0 Plans, Specifications, and Cost Estimate

4.1 30% Submittal and Approval (Rev. A)

1. Prepare conceptual design layout (existing conditions and proposed concept).
2. Prepare preliminary quantities, cost estimate, and a list of specifications.
3. Submit geotechnical report and field survey.

4.2 60% Submittal and Approval (Rev. B)

1. Prepare preliminary design drawings.
2. Submit copies of electronic communication with utility companies.
3. Submit AutoCAD generated takeoff estimates on each sheet.

4.3 95% Submittal and Approval (Rev. C)

1. Prepare/revise construction plans, cost estimate and project manual.
2. AutoCAD generated takeoff estimates on each sheet

4.4 100% Submittal and Approval (Rev. 0)

1. Submit final construction plans signed and sealed by a Professional Engineer.
2. Submit project manual signed and sealed by a Professional Engineer.
3. Submit cost estimate.
4. Submit AutoCAD generated takeoff estimates on each sheet.
5. Obtain signatures from utility companies.

5.0 Bid Phase

Attend Pre-bid meeting, distribution of addendums to bid, and prepare Bid Tabulation and recommendation letter.

6.0 Construction Phase

6.1 Review and approve contractor RFIs, submittals, and change orders.

6.2 Address design conflicts in the field.

7.0 Project Management

Project management effort will be required to attend design meetings with the City of Galveston for each submittal, in addition to coordination with sub-consultants and private and public utility companies.

8.0 Other Direct Costs

Other direct costs associated with this project include supplies, mileage, and reproduction.

Additional Services - Scope of Work by Sub-Consultants

Surveying and Geotechnical

Surveying

1. Attached Survey proposal by Kuo & Associates, Inc.

Geotechnical

1. Attached proposal by Geotest Engineering, Inc.

The estimated fee for each phase is as follows.

1. Project Management	\$18,320.00
2. Survey Services	\$43,725.00
3. Geotechnical Investigation	\$15,583.00
4. Design	\$247,640.00
5. Bid Phase	\$7,035.00
6. Construction Phase	\$12,890.00
7. Other Direct Costs	\$1,050.00

Mr. Daniel Christodoss, P.E.
City Engineer
City of Galveston
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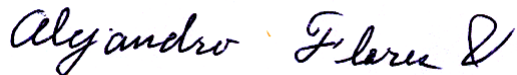
Sub-Total	\$346,243.00
Additional Discount (11.2%)	\$36,243.00
GRAND TOTAL	\$310,00.00

Please note that the cost associated with permit fees required for this project is not included in any of the above costs. A breakdown of each task is shown in Attachment 1.

We appreciate the opportunity to present this proposal and to continue working with the City of Galveston on this important project. If you have any questions or comments concerning this proposal, please feel free to contact me at 713-527-6365.

Sincerely,

DANNENBAUM ENGINEERING CORPORATION



Alejandro C. Flores, P.E., D.WRE, CFM
H&H Division Manager

Attachments

1. Proposed Project Cost Estimate
2. Proposed Project Schedule
3. Kuo and Associates, Inc. Scope of Services and Fee for Services
4. Geotest Engineering, Inc. Scope of Services and Fee for Services

Attachment 1 - 35th Street Roadway, Storm Sewer, and Utility Improvements

TASK		Project Director \$225.00	Project Engineer IV \$150.00	Project Engineer III \$115.00	CADD \$100.00	Secretary \$75.00	Total Hours	Total Cost
1.0	Data Collection	2	6	8	8		24	\$3,070.00
1.1	Review survey		2	4	8		14	\$1,560
1.2	Review geotechnical analysis results	2	4	4			10	\$1,510
2.0	Drainage Analysis	4	20	66			90	\$11,490.00
2.1	Existing conditions analysis and drainage calculations	2	8	30			40	\$5,100
2.2	Proposed conditions analysis and drainage calculations	2	12	36			50	\$6,390
3.0	Pre-design Meeting	4	5	6		4	19	\$2,640.00
	Attend Pre-design meeting	4	4	4		2		\$2,110
	Preparation of Meeting Minutes		1	2		2		\$530
4.0	Construction Drawings	38	337	531	1042	81	2029	\$230,440.00
1	Cover Sheet		2	2	8		12	\$1,330
2	Sheet Index			2	8		10	\$1,030
3	General Notes		2	4	8		14	\$1,560
4	Survey Control Map (and Topo)	2	2	2	8		14	\$1,780
5	Plan Sheet (Geotech Soil Borings and Project Layout)		2	4	8		14	\$1,560
6	Overall Sheet Layout 1" = 100'		2	2	8		12	\$1,330
7	Existing Drainage Area Map		4	4	16		24	\$2,660
8	Proposed Drainage Area Map		4	4	16		24	\$2,660
9	Existing Typical Sections (1 of 4)		2	4	10		16	\$1,760
10	Existing Typical Sections (2 of 4)		2	4	10		16	\$1,760
11	Existing Typical Sections (3 of 4)		2	4	10		16	\$1,760
12	Existing Typical Sections (4 of 4)		2	4	10		16	\$1,760
13	Proposed Typical Sections (1 of 4)		2	4	10		16	\$1,760
14	Proposed Typical Sections (2 of 4)		2	4	10		16	\$1,760
15	Proposed Typical Sections (3 of 4)		2	4	10		16	\$1,760
16	Proposed Typical Sections (4 of 4)		2	4	10		16	\$1,760
17	Demolition Plan		4	8	30		42	\$4,520
18	Plan & Profile (Storm & Roadway) (35th Street) (1 of 4) 1"=20'		6	8	30		44	\$4,820
19	Plan & Profile (Storm & Roadway) (35th Street) (1 of 4) 1"=20'		6	8	30		44	\$4,820
20	Plan & Profile (Storm & Roadway) (35th Street) (1 of 4) 1"=20'		6	8	30		44	\$4,820
21	Plan & Profile (Storm & Roadway) (35th Street) (1 of 4) 1"=20'		6	8	30		44	\$4,820
22	Plan & Profile (Storm & Roadway) (Post Office Street) 1"=20'		6	8	30		44	\$4,820
23	Plan & Profile (Storm & Roadway) (Church Street) (1"=20')		6	8	30		44	\$4,820
24	Plan & Profile (Storm & Roadway) (Winnie Street) 1"=20'		6	8	30		44	\$4,820
25	Plan & Profile (Storm & Roadway) (Ball Street) 1"=20'		6	8	30		44	\$4,820
26	Plan & Profile (Storm & Roadway) (Sealey Street) 1"=20'		6	8	30		44	\$4,820
27	Alley St Plan & Profile (Storm & Roadway) (double bank) (1 of 2) 1"=20'		6	8	30		44	\$4,820
28	Alley St Plan & Profile (Storm & Roadway) (2 of 2) 1"=20'		6	8	30		44	\$4,820
29	Inlet Storm Cross Section (1 of 3)		2	4	16		22	\$2,360

Attachment 1 - 35th Street Roadway, Storm Sewer, and Utility Improvements

	TASK	Project Director \$225.00	Project Engineer IV \$150.00	Project Engineer III \$115.00	CADD \$100.00	Secretary \$75.00	Total Hours	Total Cost
30	Inlet Storm Cross Section (2 of 3)		2	4	16		22	\$2,360
31	Inlet Storm Cross Section (3 of 3)		2	4	16		22	\$2,360
32	Sanitary and Water Layout							
33	Plan & Profile (Water & Sanitary) (1 of 5)		2	8	8		18	\$2,020
34	Plan & Profile (Water & Sanitary) (2 of 5)		2	8	8		18	\$2,020
35	Plan & Profile (Water & Sanitary) (3 of 5)		2	8	8		18	\$2,020
36	Plan & Profile (Water & Sanitary) (4 of 5)		2	8	8		18	\$2,020
37	Plan & Profile (Water & Sanitary) (5 of 5)		2	8	8		18	\$2,020
38	Stormwater Pollution Prevention Plan Layout (1 of 2)		2	4	10		16	\$1,760
39	Stormwater Pollution Prevention Plan Layout (2 of 2)		2	4	10		16	\$1,760
40	Stormwater Pollution Prevention Plan & Details		2	2	8		12	\$1,330
41	Storm Details (1 of 3)		2	2	8		12	\$1,330
42	Storm Details (2 of 3)		2	2	8		12	\$1,330
43	Storm Details (3 of 3)		2	2	8		12	\$1,330
44	Water Details (1 of 2)		2	2	8		12	\$1,330
45	Water Details (2 of 2)		2	2	8		12	\$1,330
46	Sanitary Details (1 of 2)		2	2	8		12	\$1,330
47	Sanitary Details (2 of 2)		2	2	8		12	\$1,330
48	Roadway Details (1 of 4)		2	3	16		21	\$2,245
49	Roadway Details (2 of 4)		1	3	8		12	\$1,295
50	Roadway Details (3 of 4)		1	3	8		12	\$1,295
51	Roadway Details (4 of 4)		1	3	8		12	\$1,295
52	Traffic Control Plan (1 of 8)		1	4	8		13	\$1,410
53	Traffic Control Plan (2 of 8)		2	3	8		13	\$1,445
54	Traffic Control Plan (3 of 8)		2	3	8		13	\$1,445
55	Traffic Control Plan (4 of 8)		2	3	8		13	\$1,445
56	Traffic Control Plan (5 of 8)		2	3	8		13	\$1,445
57	Traffic Control Plan (6 of 8)		2	3	8		13	\$1,445
58	Traffic Control Plan (7 of 8)		2	3	8		13	\$1,445
59	Traffic Control Plan (8 of 8)		2	3	8		13	\$1,445
60	Traffic Control Plan Details (1 of 4)		1	3	8		12	\$1,295
61	Traffic Control Plan Details (2 of 4)		1	3	8		12	\$1,295
62	Traffic Control Plan Details (3 of 4)		1	3	8		12	\$1,295
63	Traffic Control Plan Details (4 of 4)		1	3	8		12	\$1,295
64	Pavement Markings and Signage		4	12	16		32	\$3,580
4.1	Preparation of Submittals (PS&E) @ 30%	4	16	40	40	8	108	\$12,500
	Specifications Table of Contents		2	4		2	8	\$910
	QA/QC of (PS&E) @ 30%	4	16	8	8	8	44	\$5,620
	30% Submittal Meeting with the City		4	4				\$1,060
	Preparation of Meeting Minutes		1	2		1		\$455
4.2	Preparation of Submittals (PS&E) @ 60%	4	16	40	40	8	108	\$12,500

Attachment 1 - 35th Street Roadway, Storm Sewer, and Utility Improvements

TASK	Project Director \$225.00	Project Engineer IV \$150.00	Project Engineer III \$115.00	CADD \$100.00	Secretary \$75.00	Total Hours	Total Cost
AutoCAD generated takeoff estimates each sheet	2	16	24	24	8	74	\$8,610
QA/QC of (PS&E) @ 60%	4	16	8	8	8	44	\$5,620
Address City Comments from 30% Submittal	4	8	16	16	16	60	\$6,740
60% Submittal Meeting with the City		4	4			8	\$1,060
Preparation of Meeting Minutes		1	2		1		\$455
4.3 Preparation of Submittals (PS&E) @ 95%	2	8	16	8	2	36	\$4,440
QA/QC of (PS&E) @ 95%	2	4	4	8	2	20	\$2,460
Address City Comments from 60% Submittal	4	16	16	20	4	60	\$7,440
95% Submittal Meeting with the City		4	4			8	\$1,060
Preparation of Meeting Minutes		1	2		1		\$455
Obtain Utility Signatures		4	8				\$1,520
Address TDLR RAS Review Comments		2	4	8			\$1,560
4.4 Preparation of Submittals (PS&E) @ 100%	2	8	12	2	2	26	\$3,380
Address City Comments from 95% Submittal	2	6	8	8	6	30	\$3,520
Assist in Obtaining Applicable City of Galveston Permits		8	8				\$2,120
QA/QC of (PS&E) @ 100%	2	4	4	8	2	20	\$2,460
Public Meeting - Preparation & Attendance		4	4		2	10	\$1,210
5.0 Bid Phase	3	14	24	12	4	57	\$7,035.00
Pre-bid meeting		4	4		2	10	\$1,210
Distribution of addendums to bid	2	4	8	12		26	\$3,170
Bid tabulation		4	8			12	\$1,520
Recommendation letter	1	2	4		2	9	\$1,135
6.0 Construction Phase	10	28	56			94	\$12,890.00
Review and approve RFIs, submittals, and change orders	8	24	48			80	\$10,920
Address design conflicts	2	4	8			14	\$1,970
7.0 Project Management	14	38	58	28		138	\$18,320.00
Internal coordination	6	10	16	8		40	\$5,490
Sub-consultant coordination	2	6	8			16	\$2,270
Private utility coordination	4	6	10	12		32	\$4,150
Public utility conflict resolution	2	16	24	8		50	\$6,410

Attachment 1 - 35th Street Roadway, Storm Sewer, and Utility Improvements

TASK		Project Director \$225.00	Project Engineer IV \$150.00	Project Engineer III \$115.00	CADD \$100.00	Secretary \$75.00	Total Hours	Total Cost
8.0	Other Direct Costs							\$1,050.00
	Supplies							\$500.00
	Mileage							\$250.00
	Reproduction (report + mylar)							\$300.00

Dannenbaum Engineering Total \$286,935.00

Additional Discount (11.2%) \$36,243.00

SUB-CONSULTANTS

KUO & Associates, Inc \$43,725.00

Geotest Engineering, Inc \$15,583.00

Sub-Consultants Total \$59,308.00

Grand Total \$310,000.00

CITY OF GALVESTON
35TH STREET ROADWAY, STORM SEWER, AND UTILITY IMPROVEMENTS

TASK DESCRIPTION	WEEKS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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November 15, 2017

Shannon Mack, PE, CFM
Dannenbaum Engineering Corporation
3100 W. Alabama
Beaumont, TX 77098

Re: 35th Street from Broadway Avenue to Avenue E, City of Galveston
Surveying Services

Dear Ms. Mack:

Kuo & Associates, Inc. is pleased to submit this proposal to perform Surveying services for the following streets as shown in the attached exhibit

Streets	From	To	Length (ft)
35th Street	North of Broadway	350' north of Avenue E	2,000
Side Streets:			
Sealy Avenue	350' west of 35th Street	350' east of 35th Street	700
Avenue H	350' west of 35th Street	350' east of 35th Street	700
Avenue G	350' west of 35th Street	350' east of 35th Street	700
Church	350' west of 35th Street	350' east of 35th Street	700
Avenue E	350' west of 35th Street	350' east of 35th Street	700
Alleys			
Alley (Broadway-Sealy)	350' west of 35th Street	350' east of 35th Street	700
Alley (Sealy-Ave H)	350' west of 35th Street	350' east of 35th Street	700
Alley (Ave H-Ave G)	350' west of 35th Street	350' east of 35th Street	700
Alley (Ave G-Church)	35th Street	350' east of 35th Street	350
Total			7,950

The scope, schedule and fees of above mentioned services are described below:

SCOPE OF WORK

Scope of work consists of the following item for surveying services for the above listed streets:

Item-1: Topographic Surveying for Roads

Topographic Survey shall conform to all requirements of City of Galveston and Category 6 survey of TSPS Manual as applicable. In general, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. Nearby City of Galveston Monument will be used as a benchmark
2. Cross sections will be surveyed at every 100 feet interval along the project route for a width of 10' beyond existing ROW lines
3. All planimetric features including but not limited to curb, driveway, sidewalk, ramp, fence, trees (4-inch and larger in caliper size), landscape, signs, etc. will be surveyed within the survey limit. .
4. All visible existing utilities including but not limited to manholes (including first manhole on the cross streets, inlets, culverts, power poles, water meter, valve, fire hydrant, etc. will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained.

5. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
6. Establish estimated right of way line for the street
7. Boreholes will be located in the field and included in the drawing and spreadsheet with borehole information will be provided for use of Geotechnical and Environmental studies.
8. Plan view drawings will be prepared containing all topographic information and visible utility features in AutoCAD and/or Microstation format.
9. Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided as necessary.
10. A survey control map (22x34 size mylar) will be prepared showing swing ties to traverse and baseline points as well as TBM's. The survey control map will be signed and sealed by a responsible professional in charge of the project.

Item-2: Plan and Profile Drawings for Utilities

CAD services will be performed in compliance with City of Galveston criteria for preparing plan and profile view for the surveyed streets. The following tasks will be done under the scope:

1. Coordinate with private utility companies and City of Galveston for record drawings
2. Prepare DTM model for survey
3. Perform utility research and delineation of underground utility lines in the plan view from available record drawing and surveyed information
4. Prepare profile for ground lines corresponding to the center line of the streets, center line of the ditch/curb lines, right-of-way lines
5. Prepare profile view of existing utilities from available record and field information for streets

To our understanding the following are **excluded** from the scope of this proposal

- Any Level A and B SUE category survey, except Level B done by One Call
- Any boundary category survey to establish ROW of the streets
- Surveying any confined space of large manhole structure (if any)
- Surveying any new changes or additions along the project corridor once survey is completed under the scope of this proposal

FEE AND SCHEDULE:

Estimated fees are listed below:

Items	Scope	Length (ft)	Rate *	Fee
Item 1	Topographic Survey	7,950	\$4.50/ft	\$35,775.00
Item 2	Plan and Profile Drawings	7,950	\$1.00/ft	\$7,950.00

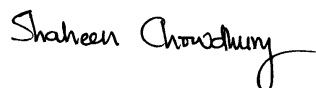
*see attached tables

Details on the level of efforts are shown in the attached tables.

We estimate 35 calendar days to complete surveying and 45 calendar days to complete plan and profile drawings

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.

November 15, 2017
Proposal for Survey

Page No. 3

ITEM 1 - LEVEL OF EFFORTS FOR TOPO SURVEY							
ITEM	Principal \$180.00	RPLS \$130.00	SIT \$90.00	CADD \$81.00	Crew \$145.00	Hrs	Cost
Setting Survey Control					4	4	\$580.00
GPS Horizontal controls		1	2		4	7	\$890.00
Level for vertical controls		1	2		16	19	\$2,630.00
Establish design center line			2		8	10	\$1,340.00
Topo survey					108	108	\$15,660.00
Invert manhole/inlet			4		8	12	\$1,520.00
Borehole Survey			1		6	7	\$960.00
One Call			1			1	\$90.00
Limited Abstracting							\$500.00
Estimated ROW		4	8		8	20	\$2,400.00
Topo plan drawing				64		64	\$5,184.00
Survey control map			8	16		24	\$2,016.00
QA/QC		10			8	18	\$2,460.00
Project Management						0	\$0.00
Total Cost							\$36,230.00
							\$4.55/ft
							say \$4.50/ft

ITEM 2 - LEVEL OF EFFORTS FOR UTILITIY PLAN AND PROFILE						
sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$90.00	CADD \$81.00	Hrs	Cost
Perform utility research			4		4	\$360.00
Delineation of utilities in the plan view				24	24	\$1,944.00
DTM model			16		16	\$1,440.00
Ground profiles at curb, center line and right-of-way lines of road				12	12	\$972.00
Delineation of utility lines in the profile view				32	32	\$2,592.00
QC/QA		8			8	\$1,040.00
Total						\$8,348.00
						\$1.05/ft
					say	\$1.00/ft



Alley

Alley

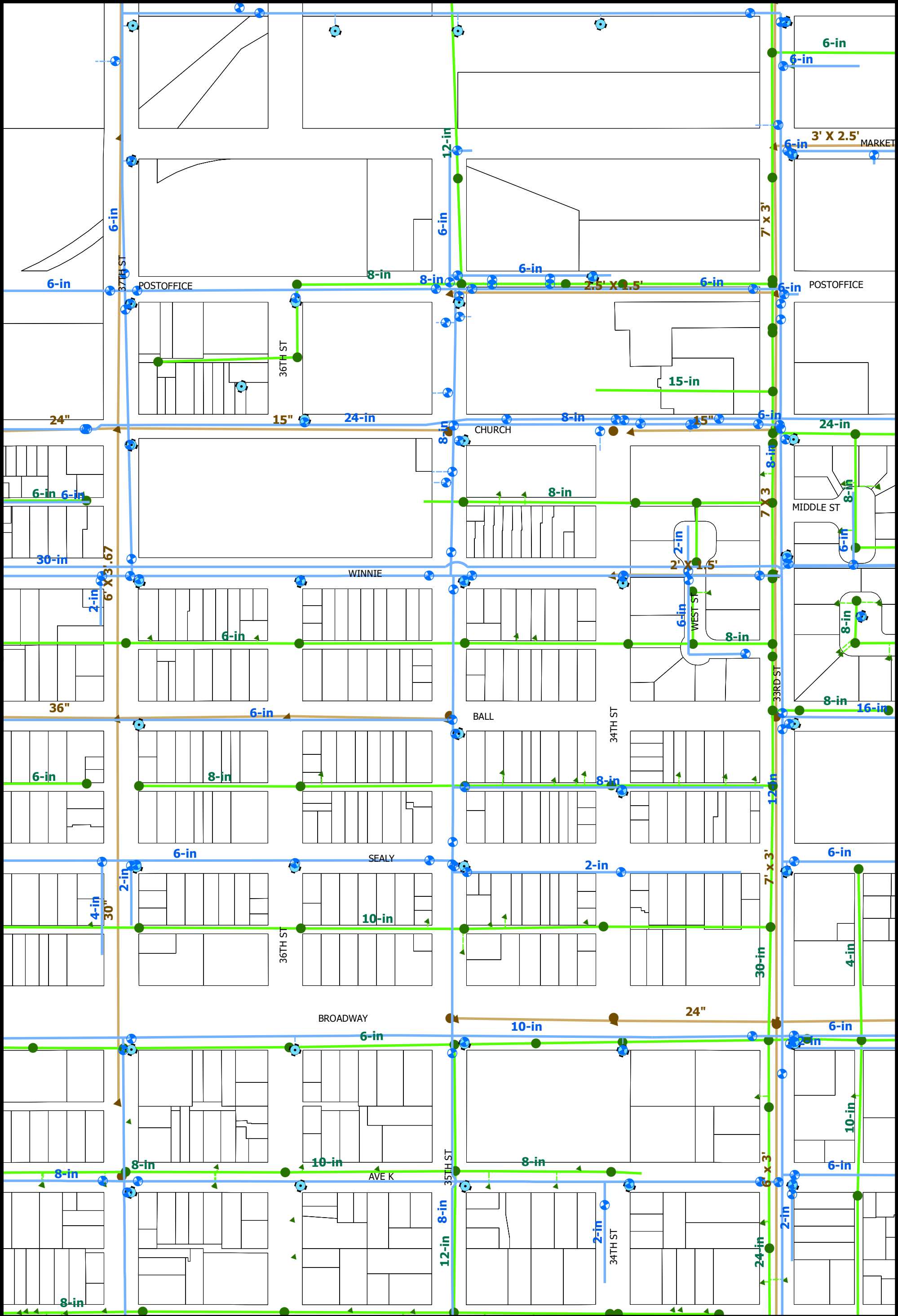
Alley

Alley

© 2017 Google

Google Earth

29°17'53.53" N 94°48'25.95" W elev 9 ft eye alt 3265 ft



1 inch = 200 feet

November 8 , 2017

DRAWN BY: COG Public Works, T. Wilson

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Utilities - 35th Street

Legend

Valve

Fire Hydrant

Manhole (Sanitary)

Service Cleanout

Lift Station

Inlet

Junction

Outlet

Manhole (Storm)

Water Main

Force Main

Sewer Main

Storm Main



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140421299

November 17, 2017

Ms. Shannon Mack, P.E., CFM
Dannenbaum Engineering Corporation
3100 W Alabama
Houston, Texas 77098

**Re: Proposal for Geotechnical Services
Roadway and Utilities Improvement along 35th Street
From Post Office (Avenue E) to Broadway
Galveston, Texas**

Dear Ms. Mack:

In accordance with your request, Geotest Engineering, Inc. is pleased to submit this revised proposal for the referenced project. The project involves roadway and utilities improvements along 35th Street from Post Office (Avenue E) to Broadway. The utilities improvements include extending the storm sewer main, and upsizing the existing water and sewer utilities within the project area. The project also involves paving all the alley ways from Broadway to Post Office (between 34th Street and 36th Street) with a new asphalt pavement. The pavement improvement along 35th Street includes milling the existing asphalt surface and overlay with new asphalt pavement to match the existing asphalt thickness. The mill-and-overlay also includes all the side streets between Post Office and Broadway including Post Office with exception of Broadway. Based on the information provided to us, the depth of the invert of the utilities ranges from approximately 1 foot to 8 feet and will be installed by open cut methods except at other utility conflicts.

Purpose and Scope

The purpose of this investigation is to explore subsurface soil and water level conditions for the proposed improvements. The scope of this investigation is based on the information provided to us in your email on November 13, 2017 and November 14, 2017. The scope will include the following:

- Coring the existing pavement:
 - a. four (4) pavement cores along 35th Street to determine the existing pavement thickness and for boring access;
 - b. ten (10) pavement cores along the side streets [(two (2) each along Post Office (Avenue E); Church Rear Street; Avenue G; Avenue H and Seally Avenue)] to determine the existing pavement thickness

- c. seven (7) pavement cores along the alley ways to determine the existing pavement thickness and for boring access;
- Drilling and sampling
 - a. Seven (7) soil borings each to a depth of 15 along 35th Street, the side streets and alley ways for the utilities improvements;
 - b. two (2) soil borings each to a depth of 5 feet along the alley ways for the new flexible pavement design for the alley ways.

The details of the boring/piezometer program are provided in Attachment No. 1 and the plan of borings are provided in Figure 1.

- Convert one (1) boring into a piezometer to monitor steady state water level conditions per City of Houston Design Manual July 2017 requirements. The proposed boring/piezometer program is provided in Attachment No. 1 and also shown on Figure 1.
- Grouting all boreholes except piezometers using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Perform appropriate laboratory tests on selected representative samples to develop the engineering properties of the soil.
- Perform engineering analyses in accordance with the City of Houston Infrastructure Design Manual July 2017 to develop geotechnical recommendations for open cut and trenchless installation of the proposed utilities, water level control and excavation safety for open cut construction and flexible pavement design for the alley ways.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that your surveyor will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization or one (1) week after receiving lane closure permits (if any), whichever is later. It is estimated that the fieldwork will be completed in about one (1) week barring bad weather. The laboratory tests will be completed in about two (2) weeks. A draft report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about eight (8) weeks after receiving your notice-to-proceed. The final report will be submitted after receiving and incorporating the review comments as appropriate.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$15,583.00. The cost breakdown is provided in Attachments No. 2.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Sincerely,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410



Worku Y. Mergia, P.E.
Project Engineer



Mohan Ballagere, P.E.
Vice President

MB\WYM\ego
Copies Submitted: (1-PDF)
Enclosure: Attachment No. 1 – Boring and Piezometer Program
Attachment No. 2 - Cost Breakdown
Figure 1 – Proposed Plan of Borings
PC38\Geotechnical\Proposals\40421299R.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT 1

Boring and Piezometer Program

Street	From	To	Borings			Piezometers		
			Quantity (number)	Depth (feet)	Footage (feet)	Quantity (number)	Depth (feet)	Footage (feet)
35th Street	Broadway Avenue J	Avenue E	4	15	60	1	15	15
Alley ways	34th Street	36th Street	2	5	10			
Side Streets	34th Street	36th Street	3	15	45			
Total			9		115	1		15

ATTACHMENT NO. 2

COST BREAKDOWN

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Field Investigation			
Truck Mounted Drilling Rig, Water Truck, Crew	1 LS	\$340.00	\$340.00
Drilling and Continuous Sampling, from 0 to 20 ft	115 ft.	\$21.00	\$2,415.00
Marking Borings	5 hrs.	\$77.00	\$385.00
Utility Clearance and Field Coordination for Boring Locations	5 hrs.	\$77.00	\$385.00
Asphalt Coring (4" Dia up to 6" Thickness)	21 ea.	\$80.00	\$1,680.00
Additional Thickness (6" to 12")	21 in.	\$7.00	\$147.00
Piezometer Installation	15 ft.	\$16.00	\$240.00
Water Level Readings in Piezometers (24-hr and 30-day)	7 hrs.	\$50.00	\$350.00
Vehicle Charge (marking boring and water level reading)	17 hrs.	\$10.00	\$170.00
Abandonment of Piezometer	15 ft.	\$14.00	\$210.00
Manhole Metal Cover for Piezometer	1 ea.	\$60.00	\$60.00
Grouting of Completed Boreholes	100 ft.	\$7.00	\$700.00
Traffic Control (on minor streets and intersections near major streets)	2.5 day	\$650.00	\$1,625.00
		Subtotal:	\$8,707.00
Laboratory Tests			
Liquid and Plastic Limits	12 ea.	\$60.00	\$720.00
Percent Passing No. 200 Sieve	8 ea.	\$46.00	\$368.00
Sieve Analysis through No. 200 Sieve	4 ea.	\$55.00	\$220.00
Moisture Content	48 ea.	\$9.00	\$432.00
Unconsolidated Undrained Triaxial Compression	12 ea.	\$61.00	\$732.00
California Bearing Ratio (CBR)	3 ea.	\$208.00	\$624.00
		Subtotal:	\$3,096.00
Engineering Services			
Principal or Sr. Consultant	2 hrs.	\$210.00	\$420.00
Sr. Engineer	4 hrs.	\$150.00	\$600.00
Project Engineer	24 hrs.	\$105.00	\$2,520.00
Support Personnel, Word Processing	4 hrs.	\$60.00	\$240.00
		Subtotal:	\$3,780.00
		Total Cost:	\$15,583.00



LEGEND

 Boring Location

 Coring Location

PROPOSED PLAN OF BORINGS

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

December 4, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from Dannenbaum Engineering Corporation for a not to exceed cost of \$900,159 to design the Airport Pump Station (PS) Improvements. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Airport PS, located near Airport Blvd and Lockheed Drive, serves to boost water supply pressures mainly to the West Service Area.
- B. The PS also boosts pressures in the North, South, and East sections in its vicinity.
- C. The pump station's direct zone of influence includes various businesses such as Moody Gardens, Schlitterbahn, and the City of Galveston Airport which served a prominent role during Hurricane Harvey.
- D. The PS can also boost pressures to allow quicker refill of the 10-Mile Road Elevated Storage Tank, the Jamaica Beach Elevated Water Storage Tank/Pump Station, the Municipal Utility District No. 29 Area (Pirates Beach) pump station/Elevated Water Storage Tank, the Isla Del Sol Elevated Water Storage Tank, and the White Sands Elevated Storage Tank.
- E. Table 1 shows a summary of the major components of the Airport Pump Station which include:
 - a) The existing 20 feet tall Ground Storage Tank (GST) with 3 Million Gallons (MG) water storage capacity, and
 - b) Four (4) existing constant speed 3,000 gallons per minute (GPM) pumps.

Table 1

Component	Capacity	Total Capacity	Firm Capacity
Ground Storage Tanks (GST) Capacity in Million Gallons (MG)			
GST No. 1	3 MG	3 MG	3 MG
Booster Pumps (BP), Horse Power (HP), Total Dynamic Head (TDH)/pressure			
BP No. 1 (150 HP)	3,000 GPM @160' TDH/70 psi	12,000 GPM	9,000 GPM
BP No. 1 (150 HP)	3,000 GPM @160' TDH/70 psi		
BP No. 1 (150 HP)	3,000 GPM @160' TDH/70 psi		
BP No. 1 (150 HP)	3,000 GPM @160' TDH/70 psi		

- F. Although the existing tank and pumps can supply water at 160' Total Dynamic Head (TDH) or 70 psi pressure, they still fall short of the following *critical water distribution system needs* for the West End and the pump station's vicinity:
 - i. Two (2) new variable frequency drive (VFD) pumps that will adjust and provide variable pressure and flow to meet the variable water demand,
 - ii. Two (2) 5 MG, 40 feet tall GSTs that will not be inundated during storm surge,
 - iii. One (1) new 24 inch water supply main from the 30th and 59th Street pump stations to feed the two (2) proposed 5 MG, 40 feet tall tanks, and
 - iv. Fiber optic lines from the 59th Street PS to the Airport PS, so all three (3) pump stations are connected electronically, and can be operated independently, to supply water Citywide from one of the three pump stations, when one or two pump stations are down during emergencies, and
 - v. Rehabilitation of the electrical building that currently houses the four (4) constant speed pumps.
- G. The new 24 inch water supply main (Item iii above) is being designed currently by AWC Engineers.
- H. One (1) of the two (2) 5 MG tanks needs to be designed as Phase 2.
- I. The rest of the items noted above need to be designed during this Phase 1.

II. Current Situation

- A. The City requested a proposal from Dannenbaum Engineering Corporation which was prequalified by City Council in October 2016.
- B. Dannenbaum submitted a proposal for \$900,159.00 to perform the Airport Pump Station Improvements which includes:
 - a) The two (2) VFD pumps and new electrical building,
 - b) One (1) 5 MG, 40 feet tall ground storage tank (GST),
 - c) Fiber optic lines, and
 - d) Rehabilitation of the existing electrical building.

III. Issues

- A. Cost – \$900,159.00.
- B. Timing – As soon as the contract is ratified.
- C. Impact or ramifications:
If the proposal is not approved, the City will be unable to meet the water distribution system needs and water demands in the West End of the Island, including the zone of influence in the North, South, and East side of the Airport Pump Station.

IV. Recommendation

Approve the proposal for professional engineering services from Dannenbaum Engineering Corporation in the amount of \$900,159.00 to perform the Airport Pump Station Improvements Design.

VI. Fiscal Impact Report

Requested by:

Daniel Christodoss, P.E.
City Engineer

Funding Source:	Water Improvement Fund W1703-\$240,000 Water CO Bonds 2017 Phase 1 W1705-\$733,750
Costs of implementation:	\$900,159.00
Fund Savings:	\$73,591

Respectfully Submitted,

A handwritten signature in blue ink, reading "Daniel Christodoss". The signature is fluid and cursive, with the first name "Daniel" and last name "Christodoss" clearly distinguishable.

Daniel Christodoss, P.E.
City Engineer

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of Galveston, Texas, hereinafter called the “City”, and Dannenbaum Engineering Corporation hereinafter called “COMPANY”, located in 3100 West Alabama Street, Houston, Texas 77098 in connection with the following project:

Capital Improvement Plan
FY 2017-2021
Airport Pump Station with 5.0 MG Ground Storage Tank

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within 1,095 calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed the lump sum amount of **\$900,159.00**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage

\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an **"occurrence basis"**

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

DANNENBAUM ENGINEERING CORP.

BY: _____

BY: Wayne G. Ahrens

NAME: Brian Maxwell

NAME: Wayne G. Ahrens, P.E.

TITLE: City Manager

TITLE: Executive Vice President

DATE: _____

DATE: November 22, 2017

Approved As To Form

City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Exhibit A

November 6, 2017

Mr. Daniel Christodoss, PhD, P.E
City of Galveston
City Engineer
823 Rosenberg Street, Suite 402
Galveston, Texas 77550

Re: Proposal for Engineering Services for the City of Galveston
Design of the Airport Pump Station Project with 5.0 MG GST

Dear Mr. Christodoss:

Dannenbaum Engineering Corporation, at your request, is pleased to submit this proposal for the engineering services for the Design of the Airport Pump Station Project.

Dannenbaum Engineering Corporation has been providing engineering services to the City of Galveston for a number of years, including the 30th Street Pump Station, the 59th Street Pump Station, and other projects recommended as part of the Water Distribution System Master Plan to improve water pressure and flow on Galveston Island.

The proposed Airport Pump Station Project will be located on the existing Airport Pumping Station site. The project will include the expansion of the existing building to accommodate two new variable speed drive pumps, new motor control center, and the drives for the new pumps, and will include repair of the existing pump station walls and windows. The proposed building expansion will be elevated to match the height of the existing building. The existing piping will be modified and routed to connect the new pumps suction and discharge to the existing piping and distribution system. The design will attempt to minimize the down-time of the existing pump station. The access road to the site will be modified to relocate the entrance of the plant to Airport Road. This relocation is necessary to accommodate the construction of a new 5.0 MG Ground Storage Tank. Design of the new station will comply with all State of Texas and City of Galveston rules and regulations and all required approvals will be obtained prior to construction of the improvements. The estimated construction cost for this project, including all appurtenances, will be approximately \$6,092,295.

The total Engineering Cost for this work, including extra services such as topographic survey, Environmental Phase I, geotechnical investigation, and coating inspection during construction, is \$900,159.00. The proposed engineering services, fees and extra services are broken down into the following phases of work:

Preliminary Design Phase	41,884.00
Final Design Phase	553,947.00
Construction Phase	<u>220,728.00</u>
Total Basic Services	\$816,559.00

Additional Services	
Survey	11,000.00
Geotechnical Investigation	17,000.00
Phase I Environmental Services	8,300.00
Materials Testing	32,800.00
SWPPP	5,000.00
Traffic Control	<u>9,500.00</u>
Total Additional Services	\$83,600.00

Total Lump Sum Fees	\$900,159.00
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A spreadsheet is attached to provide more detail on the engineering scope, and the fees presented above.

Dannenbaum Engineering Corp appreciates the opportunity to work with both you and the City of Galveston towards the successful completion of this project.

If you have any questions, or need additional assistance, please do not hesitate to call.

Sincerely,

DANNENBAUM ENGINEERING CORPORATION

A handwritten signature in blue ink that reads "Carl D. McConnell". The signature is fluid and cursive, with the first name "Carl" and last name "McConnell" clearly legible.

Carl D. McConnell, P.E., PMP
Deputy Manager – Public Works Division

CC: File

City of Galveston
Airport Pump Station Project (5.0 MG GST)
Construction Cost Estimate
November, 2017

Item No.	Item Description	Unit	Quantity	Unit Cost	Subtotal
1	Mobilization (3%)	LS	1	\$ 161,300	\$ 161,300
2	Contol Building and Foundation Construction, including 6' wide access sidewalk, electrical equipment, variable speed pumps, with all necessary piping, fittings, fixtures, repair of existing pump station, aall materials, labor, and supervision	LS	1	\$ 625,000	\$ 625,000
3	Variable Speed Pumps (3,000 GPM @ 185')	EA	2	\$ 75,000	\$ 150,000
4	Electrical System - Rough in Empty Raceway	LS	1	\$ 90,000	\$ 90,000
5	Electrical System - Wiring and Connections	LS	1	\$ 75,000	\$ 75,000
6	Pump Room Ventilation Equipment	LS	1	\$ 20,000	\$ 20,000
7	Pump Room Heating Equipment	LS	1	\$ 10,000	\$ 10,000
8	Electrical Room Air Conditioning Equipment	LS	2	\$ 9,000	\$ 18,000
9	Motor Control Center	LS	1	\$ 88,000	\$ 88,000
10	Variable Frequency Drives - 200HP	EA	2	\$ 100,000	\$ 200,000
11	Solid State Soft Starters w/Bypass Starters	EA	4	\$ 50,000	\$ 200,000
12	Lighting Transformers/Panels	LS	1	\$ 48,000	\$ 48,000
13	Grounding	LS	1	\$ 15,000	\$ 15,000
14	Light Fixtures	LS	1	\$ 20,000	\$ 20,000
15	Process Monitoring Control System	LS	1	\$ 100,000	\$ 100,000
16	Start Up/Testing	LS	1	\$ 20,000	\$ 20,000
17	5.0 MG Ground Storage Tank	EA	1	\$ 2,610,000	\$ 2,610,000
18	Flow Control Station	EA	1	\$ 350,000	\$ 350,000
19	Construction Project Identification Sign	EA	1	\$ 2,000	\$ 2,000
20	36" Sewer Line Relocation	LS	1	\$ 76,500	\$ 76,500
21	Sanitary Sewer Bypass Pumping	LS	1	\$ 25,000	\$ 25,000
22	Yard Piping	LS	1	\$ 350,000	\$ 350,000
23	Concrete Access Road	SY	675	\$ 110	\$ 74,250
24	Site Fill	CY	925	\$ 120	\$ 111,000
25	Site Excavation	CY	325	\$ 120	\$ 39,000
26	Site Final Grading	LS	1	\$ 12,500	\$ 12,500
27	Fencing / Access Gate	LS	1	\$ 9,500	\$ 9,500
28	Site Resoration/Hydromulch Seeding	LS	1	\$ 15,000	\$ 15,000
29	Traffic Control	LS	1	\$ 12,000	\$ 12,000
30	SWPPP	LS	1	\$ 7,500	\$ 7,500
31	Reinforced Filter Fabric Fence	LF	1300	\$ 3	\$ 3,900
Subtotal Construction Cost					\$ 5,538,450
Contingencies and Construction Inspection (8% + 2%)					\$ 553,845
Total Construction Cost					\$ 6,092,295

City of Galveston
Airport Water Plant Expansion
November 2017

Task Code	Direct labor (\$ Per Hour)	Engineering								Admin. Assistant	Total By Task
		# Sheets	Total Hours/Task	Project Manager	Civil Engineer	Structural Engineer	Architect	Electrical Engineer	CADD Technician		
				\$ 250.00	\$ 185.00	\$ 165.00	\$ 132.00	\$ 185.00	\$ 115.00		
Preliminary Design/Engineering											
120	Project Management		18	18							\$ 4,500.00
100	Site Visits		32	8	8	4	4	8			\$ 6,148.00
100	Preliminary Layout		112	8	16	16	16	16	40		\$ 17,272.00
100	Preliminary Cost Estimate		56	8	16	8	8	16			\$ 10,296.00
100	Client Meeting for Comments		20	4	4	4	4	4			\$ 3,668.00
Total Hours For Preliminary Design/Engineering			238	46	44	32	32	44	40	0	Subtotal
Total Fees For Preliminary Design/Engineering				\$ 11,500.00	\$ 8,140.00	\$ 5,280.00	\$ 4,224.00	\$ 8,140.00	\$ 4,600.00	\$ -	\$ 41,884.00
Final Design/Engineering											
120	Project Management		60	60							\$ 15,000.00
200	Prepare List of Required Specifications		26	2	8	4	4	4		4	\$ 4,248.00
200	Cover Sheet	1	22	2	4				16		\$ 3,080.00
200	Index of Drawings	1	34	2	8	4		4	16		\$ 5,220.00
200	General Notes	1	32	2	8	2	2	2	16		\$ 4,784.00
200	Plan Sheets	45	1,364	48	128	48	160	80	900		\$ 183,020.00
200	Electrical Drawings	25	708	24	48	48		80	500	8	\$ 95,780.00
200	Structural Drawings	6	220	24	48	80			60	8	\$ 35,660.00
200	Detail Sheets	10	384	8	24	24	80	80	160	8	\$ 54,840.00
200	Prepare Bidding Documents and Technical Specs		232	16	40	16	40	80		40	\$ 37,520.00
200	Prepare Construction Cost Estimate		60	8	16	8	8	16		4	\$ 10,636.00
198	QA/QC Plans and Specs		134	134							\$ 33,375.00
200	Incorporate Comments		168	4	24	8	8	16	100	8	\$ 22,956.00
300	Provide Bidding Documents		52	4	16		16	8		8	\$ 8,232.00
300	Attend Prebid Conference		32	8	8		8	8			\$ 6,016.00
300	Respond to Bidders Questions		64	8	16	8	16	8		8	\$ 10,552.00
300	Prepare Addenda as Required		136	8	24	8	24	24	32	16	\$ 20,408.00
300	Evaluate and Submit Tabulated Bids		10	2	4					4	\$ 1,580.00
300	Prepare Written Recommendation		6	2	2					2	\$ 1,040.00
Total Hours For Final Design/Engineering		89	3,744	366	426	258	366	410	1,800	118	Subtotal
Total Fees For Final Design/Engineering				\$ 91,375.00	\$ 78,810.00	\$ 42,570.00	\$ 48,312.00	\$ 75,850.00	\$ 207,000.00	\$ 10,030.00	\$ 553,947.00
Construction Services											
120	Project Management		24	24							\$ 6,000.00
400	Attend Preconstruction Meeting/Prepare Minutes		48	8	8	8	8	8		8	\$ 8,016.00
400	Attend Progress Meetings/Site Visits		320	96	96	32	48	48			\$ 62,256.00
400	Prepare Monthly Agenda		48		24					24	\$ 6,480.00
400	Maintain Log of Submittals		48		24					24	\$ 6,480.00
400	Review Submittals		328	32	120	40	40	80		16	\$ 58,240.00
400	Respond to RFIs		112	16	16	16	16	32		16	\$ 18,992.00
400	Perform Site Observations at Substantial Completion		40	8	8	8	8	8			\$ 7,336.00
400	Perform Site Observations at Final Completion		40	8	8	8	8	8			\$ 7,336.00
400	Prepare Record Drawings		276	4	32	16	16	64	128	16	\$ 39,592.00
Total Hours For Construction Services			1284	196	336	128	144	248	128	104	Subtotal
Total Fees For Construction Services				\$ 49,000.00	\$ 62,160.00	\$ 21,120.00	\$ 19,008.00	\$ 45,880.00	\$ 14,720.00	\$ 8,840.00	\$ 220,728.00
Total Hours For Basic Services			5,266	608	806	418	542	702	1,968	222	Total
Total Fees For Basic Services				\$ 151,875.00	\$ 149,110.00	\$ 68,970.00	\$ 71,544.00	\$ 129,870.00	\$ 226,320.00	\$ 18,870.00	\$ 816,559.00

Preliminary Engineering	Final Engineering	Construction	Total
\$ 41,884.00	\$ 553,947.00	\$ 220,728.00	\$ 816,559.00

Task	Additional Services	# Sheets	Preliminary Engineering	Final Engineering	Construction	Total
500	Topographic Survey	2	\$ 11,000.00			\$ 11,000.00
600	Geotechnical Investigation	1	\$ 17,000.00			\$ 17,000.00
700	Phase I Environmental		\$ 8,300.00			\$ 8,300.00
800	Materials Testing				\$ 32,800.00	\$ 32,800.00
900	Traffic Control	4	\$ 5,000.00			\$ 5,000.00
1000	SWPPP	3		\$ 9,500.00		\$ 9,500.00
Total Additional Services			\$ 41,300.00	\$ 9,500.00	\$ 32,800.00	\$ 83,600.00

Total Cost By Phase	\$ 83,184.00	\$ 563,447.00	\$ 253,528.00	\$ 900,159.00
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Total Cost	\$ 900,159.00
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City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

05 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from GC Engineering, Inc., for a not to exceed amount of \$177,659.90 for 30th Street Design from Avenue O to Seawall Blvd including upsizing of utilities. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Roadways. In order to determine the pavement condition of City roadways, the City of Galveston contracted with LJA Engineering Inc., in 2012, prepare a Roadway Evaluation Report.
- B. One of the roadway projects chosen for the CIP was 30th Street from Avenue O to Seawall.
- C. The repaving of 30th Street from Avenue O to Seawall Blvd., will involve the milling and replacement of the asphalt surface for an overall length of 2,600 feet.
- D. The project will also involve the upsizing of water and sewer utilities.
- E. Utilities from Avenue O to Seawall on 30th Street are shown in the attached GIS Graphic.

II. Current Situation

- A. The City requested a proposal from GC Engineering which was prequalified by the City Council in October 2016.
- B. GC Engineering submitted a proposal for \$177,659.90 to design the street improvements and utility upgrades.
- C. GC Engineering is available to perform at the City's request.

III. Impact or ramifications:

If not awarded, these needed improvements for 30th Street from Avenue O to Seawall Blvd., will not be constructed and the condition of the road and the utilities will continue to deteriorate.





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve the proposal from GC Engineering Services, Inc., for a not to exceed amount of \$177,659.90 to design the street improvements including utility upgrades.
- B. Do not approve the request and allow the road and the utilities to continue to deteriorate, substantially increasing the cost of future repairs, maintenance and reconstruction.

V. Recommendation

Approve the proposal from GC Engineering Services, Inc., for a not to exceed amount of \$177,659.90 to design the street improvements including utility upgrades.

VI. Fiscal Impact Report

Requested by: Daniel Christodoss, P.E.
City Engineer

Funding Sources: Street CO Bonds 2017 ST1801 **\$165,000**

Savings: None.

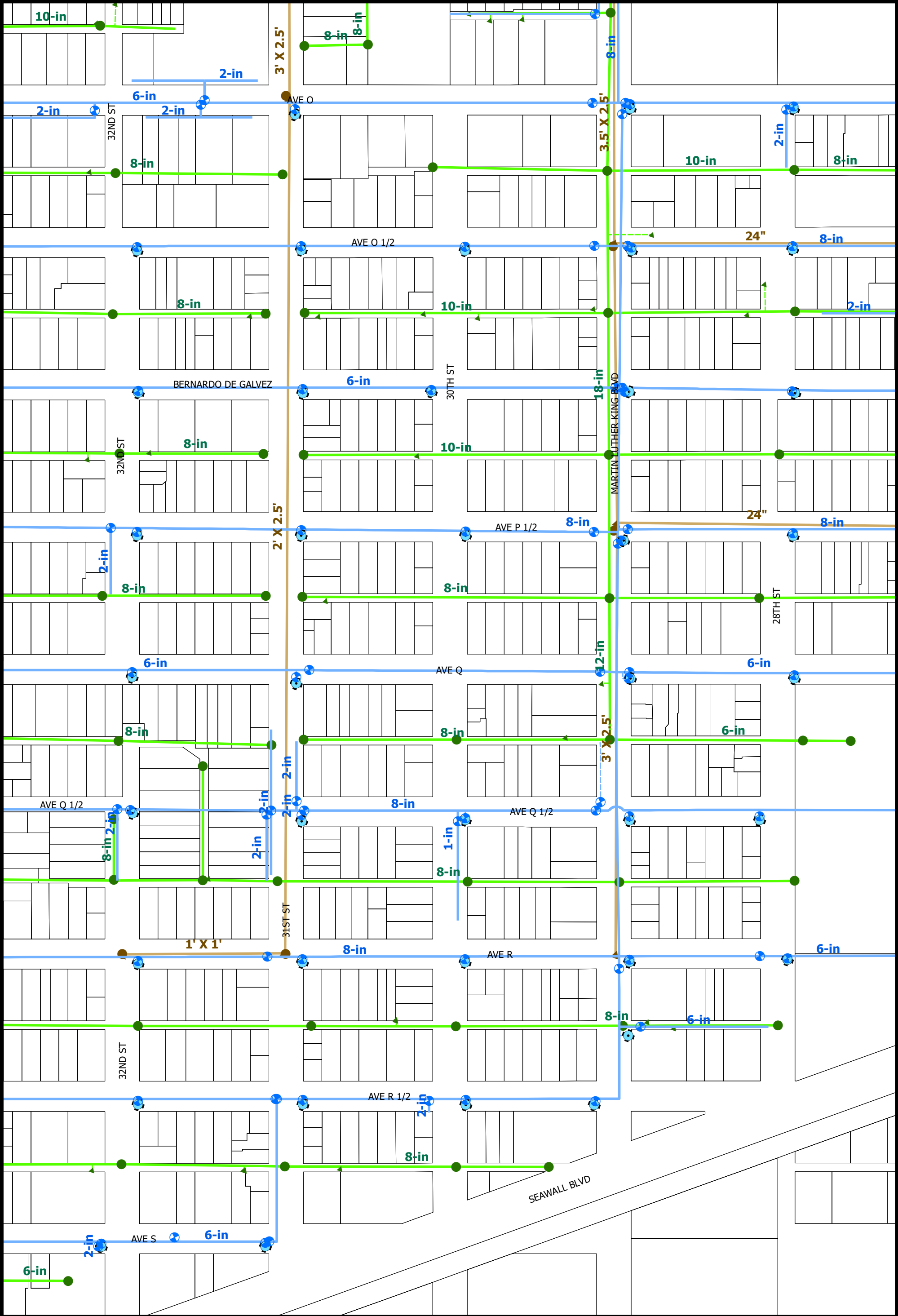
Cost increased by \$12,659.90 due to the effort required to design upsizing of utilities per GIS attached. Shortfall of \$12,659.90 will be made available from the Street Program Contingency in the Infrastructure & Debt Service fund.

Total Cost of Design: \$177,659.90

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer





1 inch = 200 feet November 8 , 2017
DRAWN BY: COG Public Works, T. Wilson
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Utilities - 30th Street

Legend

- | | | | |
|--------------|--------------------|-----------------|------------|
| Valve | Manhole (Sanitary) | Inlet | Water Main |
| Fire Hydrant | Service Cleanout | Junction | Force Main |
| | Lift Station | Outlet | Sewer Main |
| | | Manhole (Storm) | Storm Main |

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this 27th day of November, 2017, by and between the City of Galveston, Texas, hereinafter called the "City", and GC Engineering, Inc. hereinafter called "COMPANY", located in Pearland, Texas in connection with the following project:

Repaving of 30th Street from Avenue O to Seawall Boulevard

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit "A", identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached "Exhibit A".

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within **365** calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its

agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$177,659.90**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction - This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage
 - \$500,000 workers compensation employers' liability

Statutory limits for workers compensation
Insurance coverage shall be on an “**occurrence basis**”

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BY: _____

NAME: Brian Maxwell

TITLE: City Manager

DATE: _____

GC Engineering, Inc.

BY: 

NAME: Chandi S. Rodrigo

TITLE: President

DATE: 11/27/2017

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.**

Exhibit A



**PROFESSIONAL ENGINEERING SCOPE OF SERVICES
FOR
REPAVING OF 30TH STREET FROM AVENUE O TO SEAWALL BOULEVARD
City of Galveston, Galveston, Texas**

Project Description

The City of Galveston (The City) proposes to repave 30th Street from Avenue O to Seawall Blvd. for an overall length of approximately 2,550 feet. The project includes milling and overlaying the asphalt surface, upsizing the existing sanitary sewer crossing 30th Street.

Sanitary sewers that run along the alleys will be upsized to a minimum diameter of 10 inches. The sanitary sewer manholes also will be replaced, where necessary. In addition the asphalt pavement on alleys will also be milled and overlaid.

The City requested that GC Engineering, Inc. (GCE) prepare a scope of work to perform professional engineering services for the repaving of 30th Street project.

GCE attended a meeting with the City's staff and visited the site on November 9, 2017. GCE also studied the existing utility map provided by the City dated November 8, 2017. The site visit revealed the following:

- 30th street is mainly a residential area, except near Seawall Blvd. intersection, where a gas station on one side and a hotel (Country Inn Suites) on the other side were noted.
- The existing roadway is asphalt paved with concrete curb and gutter. The asphalt pavement is in distressed condition with settling, spalling, and cracking.
- At the intersection of Avenue P, the pavement consisted of concrete panels, approximately 10'x11' in size.
- No utilities run along 30th Street within the project limits. Underground waterlines, 6" to 8" in diameter run across 30th Street at alley ways. Underground sanitary sewer with diameters varying from 8" to 10" run across 30th Street at alley ways.
- Above ground utilities including electric, cable, and telephone were noted along the entire length of the roadway.
- All street intersections are stop sign controlled.

Proposed Scope:

The proposed project consists of the design work associated with the following:

- Mill and overlay approximately 2,550 feet of 30th street from Seawall Blvd. to Avenue O.
- Repair curb and gutter along 30th street, as necessary.
- Replace inlets and laterals, and modify inlets, as necessary.
- Replace existing sanitary sewer with 10" diameter PVC pipe for the following alleyways;



Alleyway Section	Length of 10" Sewer	No. of Manholes	Approximate number of Sewer Service Leads
Between Ave. P 1/2 and Ave. Q	720	2	25
Between Ave. Q and Ave. Q 1/2	710	3	23
Between Ave. Q 1/2 and Ave. R	790	3	22
Between Ave. R and Ave. R1/2	720	3	27
Between Ave. R 1/2 and Seawall Blvd.	610	3	15
Total	3,550	14	112

- Overlay approximately 3,550 feet of alleyways. It is anticipated that the existing asphalt pavement on alleyways will be milled, as required.

BASIC SERVICES

Following are the anticipated basic phase services for the proposed project:

Task 1: Predesign Phase

A. Coordination and Data Collection

GCE will obtain available information for the project area including:

- Available as-built plans, utility plans, and engineering reports for the project area including the utility plans.
- A site reconnaissance to inventory the existing conditions including visible utilities, driveways, drainage features, visible obstructions, etc. within the project corridor.
- Latest topographic and aerial mapping for the area from the City.

GCE will retain a subcontractor for geotechnical engineering services for the project.

B. Geotechnical Investigation

Geotechnical study for the project will be performed in accordance with current City of Galveston Standards and criteria. Work will consist of the following:

- Coring the existing pavement at eight (8) locations along the alley ways to obtain the existing pavement thickness and for boring access.
- Drilling and sampling eight (8) soil borings each to a depth of 15 feet along the alley ways crossing 30th Street, for the sanitary sewer improvements. Plan of borings are provided in Figure 1.
- Convert one (1) boring into a piezometer to monitor steady state water level conditions.



- Grouting all boreholes except piezometers using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Perform appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for open cut and trenchless installation of the proposed sanitary sewer improvement, water level control and excavation safety for open cut construction.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

Geotechnical study will be performed by GCE's subconsultant Geotest Engineering, Inc., located in Houston, Texas. The scope of work for geotechnical tasks by Geotest Engineering, Inc. is enclosed.

C. Utility Coordination

GCE's services will include; identification of utility conflicts, utility coordination, and resolution of utility conflicts within the project limits. GCE will obtain available information for the utilities including:

- As-built plans for existing utilities.
- Roadway design/as-built drawings and other related documents from the City.
- Topographic survey of the project area (to be provided by the City).

Upon receipt of the available information, a site visit will be performed to identify visible existing utilities within the project corridor. The information gathered will be reviewed and compiled.

GCE will prepare a Utility layout from the information gathered above. The layout will include existing utilities, which are to remain in place or be abandoned, and utilities to be adjusted. This layout will be utilized to monitor the necessity and evaluate alternatives. GCE will utilize the layout of existing utilities as prepared, if available, and make a determination of the following:

- Utilities in conflict with the proposed project that are to be relocated or abandoned.
- Utilities to remain in service and in place as a result of roadway design adjustments.

GCE will attend the utility coordination meeting and will prepare and submit meeting minutes to the City.

D. Drainage Design

GCE will perform a brief drainage study to develop the existing and proposed hydrologic and hydraulic conditions for the project site. Based on the meeting with the City, it is anticipated the



proposed work will be limited to replacement of inlets and laterals, where needed, and inlet modifications.

E. Preliminary Design/ 30% Submittal

GCE will utilize topographic mapping provided by the City supplemented by available aerial photography for the project area to determine the existing conditions.

It is estimated that the 30% Submittal will include the following:

- a. Geotechnical Report;
- b. Design Plans Showing Existing Conditions and an Aerial showing proposed concept, with existing and proposed clearly identified;
- c. Table of Contents for Project Manual (Specifications);
- d. Preliminary Cost estimate;

GCE will submit three (3) sets of drawings in 11"x17" format for the City's review and comments. GCE will attend 30% submittal discussion meeting with the City. GCE will also prepare meeting minutes capturing discussion/agreements from 30% submittal meeting.

Task 2: Design Phase

Based on the review and approval of the preliminary design by the City, GCE will prepare construction plans for the Project at 60%, 95%, and 100% completion levels.

A. Prepare and Submit 60% Plans

Based on the review and approval of the preliminary design by the City, GCE will prepare construction plans for the Project at 60% completion levels. 60% Submittal is anticipated to consist of the following:

- a. Copies of electronic communication with and from private utilities to document design coordination;
- b. 60% Design Plans will include the following:
 1. Cover Sheet with index;
 2. General notes, legend and abbreviations;
 3. Sheet Layout;
 4. Typical Roadway Section;
 5. Project Sign;
 6. Survey Control Map;
 7. Proposed Drainage Area Map and calculations;
 8. Demolition plan;
 9. Plan and Profile showing stations, existing and proposed sewer;
 10. Intersection Details and Ramps, including crosswalks;
 11. Paving Details;



12. Water Details;
 13. Sanitary Sewer Details;
 14. Storm Sewer Details;
 15. SW3P Plan and Details;
 16. Tree Protection Plan and details;
 17. Traffic Control/Detour Plan and details;
 18. Signing and Pavement Marking Plan and details;
 19. Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
- c. AutoCAD generated takeoff estimates on each sheet.
 - d. Table of Contents and List of Specifications.
 - e. Bid form.
 - f. Utility Conflict Table.

GCE will submit three (3) sets of drawings in 11"x17" format for the City's review and comments. GCE will attend 60% submittal discussion meeting with the City. GCE will also prepare meeting minutes capturing discussion/agreements from 60% submittal meeting.

B. Prepare and Submit 100% Plans

GCE will address the City's 60% Plan comments and submit 100% submittal for the City's review and comments. 100% Submittal is anticipated to consist of the following:

- a. Design Plans Issued for Construction;
- b. Table of Contents and List of Specifications.
- c. Cost estimate (most probable cost);
- d. Assist with applicable City of Galveston permits;
- e. AutoCAD-generated takeoff estimates on each sheet;
- f. Prepare exhibits and attend one Public Comment Meeting, if applicable;

Task 3: Bid Phase

1. Bid Phase Services
 - a. Provide Notice to Bidders (NTB) to the Project Manager. The City is responsible for advertising.
 - b. Reproduce and disseminate bid sets in electronic format to Dodge, AGC, ABC, and Amtek)
 - c. Chair pre-bid meeting and attend Bid Opening.
 - d. Respond in writing to questions from bidders and prepare addenda as necessary.
 - e. Prepare Engineer's Recommendation of Award Letter that includes the following required content:



- i. Check for math errors and reconcile any mathematical discrepancies.
 - ii. Review for unbalance bid items.
 - iii. Certify Bid Tabulation including Engineer's estimate.
 - iv. Review of contractor's financial standing and references provided.
 - v. Explanation of discrepancies between the Engineer's estimate and bids.
 - vi. Recommend to award.
2. Provide Engineer's recommendation for award of Contract for Construction.
3. Produce and transmit to selected contractor five (5) sets of project manuals ready for execution with City's Notice of Intent to Award (NOI).

Task 4: Construction Phase

It is anticipated that the construction will be completed within 5 months of Notice to Proceed (NTP).

Construction Administration

- i. Attend pre-construction meeting to provide information, answer questions
- ii. Attend bi-monthly construction progress meetings with Construction Inspector, Contractor and the City as requested
- iii. Review, approve and/or comment on Contractor's submittals, Request for Information (RFI), Request for Proposals (RFP), Change Order (CO) including coordination with Project Manager on Proposals and Change Orders
- iv. Provide interpretive guidance for Contractor and Construction Inspector in resolution of problems
- v. Conduct Substantial Completion Inspection with PM to:
 1. review progress of work for Substantial Completion
 2. generate a punch list of items for correction
 3. substantiate items that are completed
 4. issue Certificate of Substantial Completion (signed/sealed from Design Engineer) and Final Acceptance
 5. Conduct inspection to verify correction/completion of punch list items
- vi. Issue Certificate of Final Completion and Acceptance letter to the City recommending acceptance and release of final payment
- vii. Within thirty (30) days after receipt of As-Builts from the contractor, the project Engineer shall provide to the City one (1) set of full size reproducible record drawings, an electronic file copy (PDF format) and an AutoCAD file (.dwg), or compatible .dxf file



ASSUMPTIONS

The proposal presented is based on the following assumptions:

- I. No environmental or surveying services are anticipated for the project.
- II. The City will provide previous reports, construction plans prepared for the existing roadway and utilities. The City will also provide topographic survey for the project.

PROJECT COST

The work described in the proposed services scope tasks will be performed at an estimated lump sum fixed cost of \$201,346.90. Interim billing will be on a monthly basis. The following is a cost breakdown by task:

Task	Description	GCE Cost	Subs	Expenses	Budget
Task 1	Pre Design Phase	\$36,833.90	\$13,089.00	\$500.00	\$50,422.90
Task 2	Design Phase	\$107,414.00	-	\$1,800.00	\$109,214.00
Task 3	Bid Phase	\$7,891.00	-	\$0.00	\$7,891.00
Task 4	Construction Phase	\$9,932.00	-	\$200.00	\$10,132.00
Total		\$162,070.90	\$13,089.00	\$2,500.00	\$177,659.90

TIME OF COMPLETION:

GCE is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services called for in Basic Services categories for Preliminary and Final Engineering Services within thirty two (32) weeks thereafter. An estimated total duration of five weeks was included for reviews by the City, acquiring approvals, and permits in the above estimate.

If GCE's services are delayed or suspended in whole or in part by the City, or if GCE's services are extended by the Contractor's actions or in actions for more than 90 days through no fault of GCE, GCE may be entitled to equitable adjustment of rates and amounts of compensation.



Professional Engineering Services
REPAVING OF 30TH STREET FROM AVENUE O TO SEAWALL BOULEVARD
CITY OF GALVESTON, GALVESTON, TEXAS
Project Budget

TASK	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HOURS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
Rate	\$ 195.00	\$ 170.00	\$ 148.00	\$ 112.00	\$ 90.00	\$ 45.00					
Task 1: Predesign Phase											
A. Data Collection											
Pre Design Meeting		2	2			1	5	\$681.00			\$681.00
Field Reconnaissance	1	4	8	4			17	\$2,507.00			\$2,507.00
Data Collection	1	2	2				5	\$831.00			\$831.00
Data Collection Subtotal	2	8	12	4	0	1	27	\$4,019.00	\$0.00	\$0.00	\$4,019.00
B. Geotechnical Investigation											
Roadway & pavement cores								\$0.00		\$13,089.00	\$13,089.00
Geotechnical Coordination							0	\$1,308.90			\$1,308.90
Geotechnical Investigation Subtotal	0	0	0	0	0	0	0	\$1,308.90	\$0.00	\$13,089.00	\$14,397.90
C. Utility Coordination											
Data Collection		2	4	8			14	\$1,828.00			\$1,828.00
Prepare Preliminary Utility Conflict Table and Layout	1	6	8	24	8		47	\$5,807.00			\$5,807.00
Attend Utility Coordination Meeting	2	6	6				14	\$2,298.00			\$2,298.00
Utility Coordination Subtotal	3	14	18	32	8	0	75	\$9,933.00	\$0.00	\$0.00	\$9,933.00
D. Drainage Design											
Design Storm Drainage System	1	2	2	6	0		11	\$1,503.00			\$1,503.00
Design Outfalls and Protection Measures	1	2	4	6	0		13	\$1,799.00			\$1,799.00
Drainage Design Subtotal	2	4	6	12	0	0	24	\$3,302.00	\$0.00	\$0.00	\$3,302.00
E. Preliminary Design/ 30% Submittal											
Develop 30% Plans	4	12	24	12	20		72	\$9,516.00	\$500.00		\$10,016.00
Specification list		2	2	2			6	\$860.00			\$860.00
Attend Submittal Discussion Meeting	4	8	8				20	\$3,324.00			\$3,324.00
Preliminary Construction Cost Estimate	1	4	8	16	8		37	\$4,571.00			\$4,571.00
30% Submittal Subtotal	9	26	42	30	28	0	135	\$18,271.00	\$500.00	\$0.00	\$18,771.00
TOTAL FOR TASK 1 - PREDESIGN PHASE	16	52	78	78	36	1	261	\$36,833.90	\$500.00	\$13,089.00	\$50,422.90



Professional Engineering Services
REPAVING OF 30TH STREET FROM AVENUE O TO SEAWALL BOULEVARD
CITY OF GALVESTON, GALVESTON, TEXAS
Project Budget

TASK	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HOURS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
Rate	\$ 195.00	\$ 170.00	\$ 148.00	\$ 112.00	\$ 90.00	\$ 45.00					
Task 2: Design Phase											
A. 60% Submittal											
Title Sheet (1 sheet)		1	1	3	3		8	\$924.00			\$924.00
Index Sheet (1 sheet)		2	4	6	6	0	18	\$2,144.00			\$2,144.00
General Notes (2 sheets)	1	4	6	8	8	4	31	\$3,559.00			\$3,559.00
Overall Project Layout (1 sheet)		2	4	8	8	4	26	\$2,728.00			\$2,728.00
Horiz. & Vert. Control Map, Topo Survey (2 Sheets)		1	1	2	6		10	\$1,082.00			\$1,082.00
Overall Drainage Area Map (1 sheet)	1	6	4	8	4		23	\$3,063.00			\$3,063.00
Proposed Drainage Area Map (3 sheets)	2	6	8	16	8	0	40	\$5,106.00			\$5,106.00
Typical Sections (2 sheets)	1	2	8	16	16		43	\$4,951.00			\$4,951.00
Plan & Profile (9 sheets)	4	40	60	80	72		256	\$31,900.00			\$31,900.00
Standard Details		4	4	6	8		22	\$2,664.00			\$2,664.00
Traffic Control Plans (6 Sheets)	2	6	16	32	24	2	82	\$9,612.00			\$9,612.00
Traffic Control Details (3 sheets)		2	4	4	6		16	\$1,920.00			\$1,920.00
Signing and Pavement Marking Plan (4 Sheets)		2	4	12	14		32	\$3,536.00			\$3,536.00
Sanitary Sewer Details (3 Sheets)	1	2	6	8	8		25	\$3,039.00			\$3,039.00
Drainage Details (2 Sheets)	1	2	2	2	2		9	\$1,235.00			\$1,235.00
Tree Protection Plan (1 Sheet)		1	2	2			5	\$690.00			\$690.00
SWPPP (1 Sheet)		1	2	16	8	3	30	\$3,113.00			\$3,113.00
60% Construction Cost Estimate	1	2	8	16	8		35	\$4,231.00			\$4,231.00
Project Sign (1 Sheet)		1	1	1	2		5	\$610.00			\$610.00
Prepare Bid Form	1	2	4	4	2		13	\$1,755.00			\$1,755.00
Prepare Table of Contents and List of Specifications	1	4	4	4	8		21	\$2,635.00			\$2,635.00
Prepare 60% Utility Conflict Table		2	2	4	1		9	\$1,174.00			\$1,174.00
Submittal Discussion Meeting	2	2					4	\$730.00	\$900.00		\$1,630.00
60% Submittal Subtotal	18	97	155	258	222	13	763	\$92,401.00	\$900.00	\$0.00	\$93,301.00



Professional Engineering Services
REPAVING OF 30TH STREET FROM AVENUE O TO SEAWALL BOULEVARD
CITY OF GALVESTON, GALVESTON, TEXAS
Project Budget

TASK	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HOURS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
Rate	\$ 195.00	\$ 170.00	\$ 148.00	\$ 112.00	\$ 90.00	\$ 45.00					
B. 100% Submittal											
100% Plans	2	4	4	8	8	4	30	\$3,458.00	\$900.00		\$4,358.00
Prepare Engineers Construction Cost Estimate	2	4	4	8	4		22	\$2,918.00			\$2,918.00
Prepare 100% Table of Contents and List of Specifications	1	3	3	4	6		17	\$2,137.00			\$2,137.00
Prepare Bid Package	2	4	8	8	4	4	30	\$3,690.00			\$3,690.00
Prepare Final Utility Conflict Table		4	4	4	4		16	\$2,080.00			\$2,080.00
Submittal Discussion Meeting	2	2					4	\$730.00			\$730.00
100% Submittal Subtotal	9	21	23	32	26	8	119	\$15,013.00	\$900.00	\$0.00	\$15,913.00
TOTAL FOR TASK 2 - DESIGN PHASE	27	118	178	290	248	21	882	\$107,414.00	\$1,800.00	\$0.00	\$109,214.00
Task 3: Bid Phase											
Attend Pre-Bid Conference		3	3				6	\$954.00			\$954.00
Prepare Addenda	1	3	6	4		2	16	\$2,131.00			\$2,131.00
Amend the Contract Documents	1	8	8	6		4	27	\$3,591.00			\$3,591.00
Prepare Engineer's Recommendation of Award Letter	1	6					7	\$1,215.00			\$1,215.00
TOTAL FOR TASK 3 - BID PHASE	3	20	17	10	0	6	56	\$7,891.00	\$0.00	\$0.00	\$7,891.00
Task 4: Construction Phase											
Field Visits (4 visits)	1	8	10				19	\$3,035.00			\$3,035.00
Shop Drawing Review	1	2	3	5			11	\$1,539.00			\$1,539.00
RFI Review	1	2	4	8			15	\$2,023.00			\$2,023.00
As-Built Drawings	1	4	6	6	10		27	\$3,335.00	\$200.00		\$3,535.00
TOTAL FOR TASK 4 - CONSTRUCTION PHASE	4	16	23	19	10	0	72	\$9,932.00	\$200.00	\$0.00	\$10,132.00
Man Hours Sub-Total	50	206	296	397	294	28	1271				
TOTAL FOR THE PROJECT	\$9,750.00	\$35,020.00	\$43,808.00	\$44,464.00	\$26,460.00	\$1,260.00		\$162,070.90	\$2,500.00	\$13,089.00	\$177,659.90

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

December 4, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from Arceneaux Wilson & Cole (AWC), LLC, for Engineering Evaluation and Study for the 10 Mile Road Elevated Storage Tank, at a cost not to exceed \$16,190. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The 10-Mile Road Elevated Storage Tank (EST) is located near 10-Mile Road and Steward Road. The 1.0 MG elevated storage tank serves the West Service Area with water from the Airport Street Pump Station.
- B. The EST needs to be rehabilitated based on internal and external inspections that were performed. There are concerns about the height of the EST.
- C. The water modeler indicated that the tank height is approximately 20 feet lower than optimum to allow the tank to fill and drain from system pressures. The location that this tank was built in prevents its effectiveness in the Pirates Beach Service Area.
- D. The 2017 Water Master Plan indicates that the optimum location for this EST is at the MUD 29 Pump Station so it can maintain system pressures in the Pirates Beach Area.
- E. The Water Master Plan recommended that the existing EST be demolished after the new EST is built at the MUD 29 Pump Station.
- F. The Water Master Plan also recommended the construction of a 20 inch waterline from the Airport Pump Station to the new location of the EST to provide adequate flow and pressures to the system and to the EST.
- G. Since currently the Airport Pump Station and the 24 inch waterline from the 59th Street Pump Station to the Airport Pump Station are in design, it is not clear which option (Item B, C, D, E or F) will be the best for the distribution system.

II. Current Situation

- A. The City requested a proposal from AWC Dannenbaum Engineering Corporation which was prequalified by City Council on March 2015.
- B. AWC submitted a proposal for \$16,190.00 to perform the Engineering Study to evaluate alternatives for the 10 Mile Road EST.
- C. AWC is available to perform at City's Request.

III. Issues

- A. Cost – \$16,190.00.
- B. Timing – As soon as the contract is ratified.
- C. Impact or ramifications:
If the proposal is not approved, the City will be unable to perform an engineering study to identify alternatives to improve the water distribution system demands in the Pirates Beach Area, including the zone of influence in the North, South, and East side of the 10 Mile Road EST.

IV. Recommendation

Approve the proposal for professional engineering services from AWC for the 10 Mile Road EST Engineering Study.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Source:	Water Improvement Fund W1705-\$273,500
Costs of implementation:	\$16,190.00
Fund Savings:	None (Design proposal will follow study)

Respectfully Submitted,



Daniel Christodoss, P.E.
City Engineer

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of Galveston, Texas, hereinafter called the “City”, and Arceneaux Wilson & Cole LLC hereinafter called “COMPANY”, located in Port Arthur, Texas in connection with the following project:

Engineering Evaluation and Study for 10 Mile Road Elevated Storage Tank

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within 60 calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies

will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Sixteen Thousand One Hundred Ninety Dollars (16,190.00)**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability

Statutory limits for workers compensation
Insurance coverage shall be on an “**occurrence basis**”

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

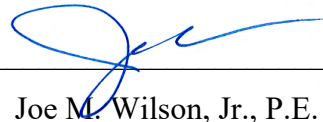
BY: _____

NAME: Brian Maxwell

TITLE: City Manager

DATE: _____

ARCENEUX WILSON & COLE LLC

BY:  _____

NAME: Joe M. Wilson, Jr., P.E.

TITLE: President

DATE: 11/22/2017

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

November 9, 2017

Mr. Daniel Christodoss
City of Galveston
823 25th Street
Galveston, TX 77550

RE: PROPOSAL FOR ENGINEERING SERVICES
Engineering Evaluation and Study for 10 Mile Road Elevated Storage Tank
Galveston, Texas

Dear Mr. Christodoss,

Thank you for the opportunity to assist you and the City of Galveston on the Engineering Evaluation and Study of the **10 Mile Road Elevated Storage Tank**. Based on the scope of work discussed and our understanding of the project we propose to provide engineering services for this project as requested. We propose a scope of services as described below.

SCOPE OF SERVICES

- Analyze and model the City of Galveston water system with a focus on the water system near the 10 Mile Road Elevated Storage Tank (EST) and the zone of influence for the 10 Mile Road EST including the MUD29 Pump Station Area.
- Analysis of the water system shall be performed with the following scenarios:
 - a) Analysis of system with existing EST left in service.
 - b) Analysis of system with existing EST removed from the system.
 - c) Analysis of system with a new EST constructed at higher elevation.
 - d) Analysis of system with existing EST removed and a new EST at MUD29 Pump Station Area.
 - e) Analysis of system with a 20-inch line from Airport to EST location.
 - f) Analysis of system with 59th Street Pump Station at full capacity and 24-inch Waterline from 59th Street Pump Station to Airport Pump Station.
- Perform an Inspection & Condition Assessment of the EST per AWWA guidelines to identify any potential deficiencies and to determine if the EST can be rehabilitated.
- We will provide upon completion of the system study/evaluation a detailed report outlining a recommended scope of work with cost estimates for each scenario evaluated.



"Exhibit A"

PROFESSIONAL FEE

Based upon our review and understanding of the project, we propose to be compensated based on a not to exceed fee of **\$16,190.00** for our services. We recommend a design period of 2-months to perform the proposed scope of services. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

ARCENEUX WILSON & COLE LLC

A handwritten signature in blue ink, appearing to read "Joe M. Wilson, Jr.", is written over a faint, light blue circular background.

Joe M. Wilson, Jr., P.E.
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Braud Vaughn & Williamson Insurance Agency P O Box 5389 Beaumont, TX 77726 Braud, Vaughn, Williamson	CONTACT NAME: Bonnie R Coburn ACSR	
	PHONE (A/C, No, Ext): 409-833-8621	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Texas Mutual Insurance Co.	525190
	INSURER B : United Fire Lloyds	13021
	INSURER C : Evanston Insurance Co.	35378
	INSURER D : Underwriters at Lloyds	
	INSURER E :	
	INSURER F :	

INSURED Arceneaux Wilson & Cole LLC 2901 Turtle Creek Dr Suite 320 Port Arthur, TX 77642

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			85319867	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			85319867	08/20/2017	08/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			85319867/16EFXMS80659	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			TSF0001274566	08/21/2017	08/21/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			ANE147833317	08/20/2017	08/20/2018	Each Clm 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE REMARKS HOLDER NOTES page 2

CERTIFICATE HOLDER

CANCELLATION

CITYG-3 City of Galveston Texas P O Box 779 Galveston, TX 77553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

NOTEPAD:

HOLDER CODE CITYG-3
INSURED'S NAME Arceneaux Wilson & Cole LLC

ARCEN-2
OP ID: BC

PAGE 2
Date 08/15/2017

General Liability and Auto Liability: Blanket Additional Insured Automatic additional insured Status - Owners, Lesssees, or Contractros when required in construction agreement with you. Blanket Waiver of Subrogation required by contract.

Workers Compensation:Blanket Waiver

Umbrella follows form.



City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

05 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from Arceneaux Wilson & Cole (AWC), LLC, for a not to exceed amount of \$49,630 for Laffites Cove Water System Looping Design. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Water Supply System which is Regulated by the Texas Commission on Environmental Quality (TCEQ) under the Texas Administrative Code 290.
- B. TCEQ regulations require a minimum of 35 pounds per square inch (psi) water pressure and 0.6 gallons per minute (gpm) per water supply customer connection.
- C. Although the Laffites Cove area in the Pirates Beach Water Supply System meets TCEQ regulatory minimum requirements, in order to improve the level of service related to water quality, system pressure, and flow, for normal, seasonal and emergency situations, the interconnection of large and smaller lines is recommended.
- D. The conceptual approach is outlined in the GIS map attached to AWC's proposal which will be verified using the City of Galveston Water Distribution Network Model.

II. Current Situation

- A. The City requested a proposal from AWC which was prequalified by the City Council in March 2015.
- B. AWC submitted a proposal for \$49,630 to design the Laffites Cove Water Supply Improvements.
- C. AWC is available to perform at the City's request.

III. Impact or ramifications:

If not awarded, these needed water supply improvements for the Pirates Beach area will not be designed, and the level of service in the Pirates Beach area will not improve during normal, seasonal and emergency situations.





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve the proposal from AWC for a not to exceed amount of \$49,630 to design the Laffites Cove Water Supply improvements in order to improve the level of service related to water quality, system pressure, and flow, for normal, seasonal and emergency situations, with the interconnection of large and smaller lines.
- B. Do not approve the request leading to no improvement in the level of water quality service in the Pirates Beach Area.

V. Recommendation

Approve the proposal from AWC for a not to exceed amount of \$49,630 to design the Laffites Cove Water Supply improvements in order to improve the level of service related to water quality, system pressure, and flow, for normal, seasonal and emergency situations, with the interconnection of large and smaller lines.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Sources:	Water Improvement Fund W1610 \$107,250
Savings:	\$57,620
Total Cost of Design:	\$49,630

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of Galveston, Texas, hereinafter called the “City”, and Arceneaux Wilson & Cole LLC hereinafter called “COMPANY”, located in Port Arthur, Texas in connection with the following project:

Pirate’s Beach Lafitte’s Cove Loop Waterline Design

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within 180 calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies

will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Forty-Nine Thousand Six Hundred Thirty Dollars (49,630.00)**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage

\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an "**occurrence basis**"

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
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City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BY: _____

NAME: Brian Maxwell

TITLE: City Manager

DATE: _____

ARCENEAUX WILSON & COLE LLC

BY:  _____

NAME: Joe M. Wilson, Jr., P.E.

TITLE: President

DATE: 11/22/2017

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

November 15, 2017

Mr. Daniel Christodoss
City of Galveston
823 25th Street
Galveston, TX 77550

RE: **PROPOSAL FOR ENGINEERING SERVICES
for Pirate's Beach Lafitte's Cove Loop Waterline Design
Galveston, Texas**

Dear Mr. Christodoss,

Thank you for the opportunity to assist you and the City of Galveston on the engineering design of Pirate's Beach Water System interconnect. Based on the scope of work discussed and our understanding of the project we propose to provide engineering services for this project as requested. We propose a scope of services as described below.

SCOPE OF SERVICES

- Detailed design and construction schedule for of new water lines to provide a looped system to improve water quality and pressure (per attached COG exhibit).
- Analyze proposed new water line utilizing existing City water model to determine benefits for proposed improvements.
- Perform topographic survey of alignment and adjacent areas as required for design and planning.
- Provide horizontal and vertical control for Construction.
- Locate (with City assistance and Texas 811) and identify all existing utilities within Right of Way (ROW).
- Prepare necessary documentation for utility permits for submission to TxDOT.
- Provide a traffic control plan for construction of new water lines.
- Provide detailed construction cost estimates at 30%, 60%, 90% and 100% drawing submission.
- Assist in the preparation of formal contract documents and bidding.
- Review of contractor's submittals.
- Conduct periodic inspections during construction.
- Review and respond to RFIs.
- Prepare change orders as needed.
- Review and prepare contractor monthly pay request.



- Prepare project closeout documentation including Record Drawings.

PROFESSIONAL FEE

Based upon our review and understanding of the project, we propose to be compensated based on a not to exceed fee of **\$49,630.00** for our services. We recommend a design period of 6-months to perform the proposed scope of services. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

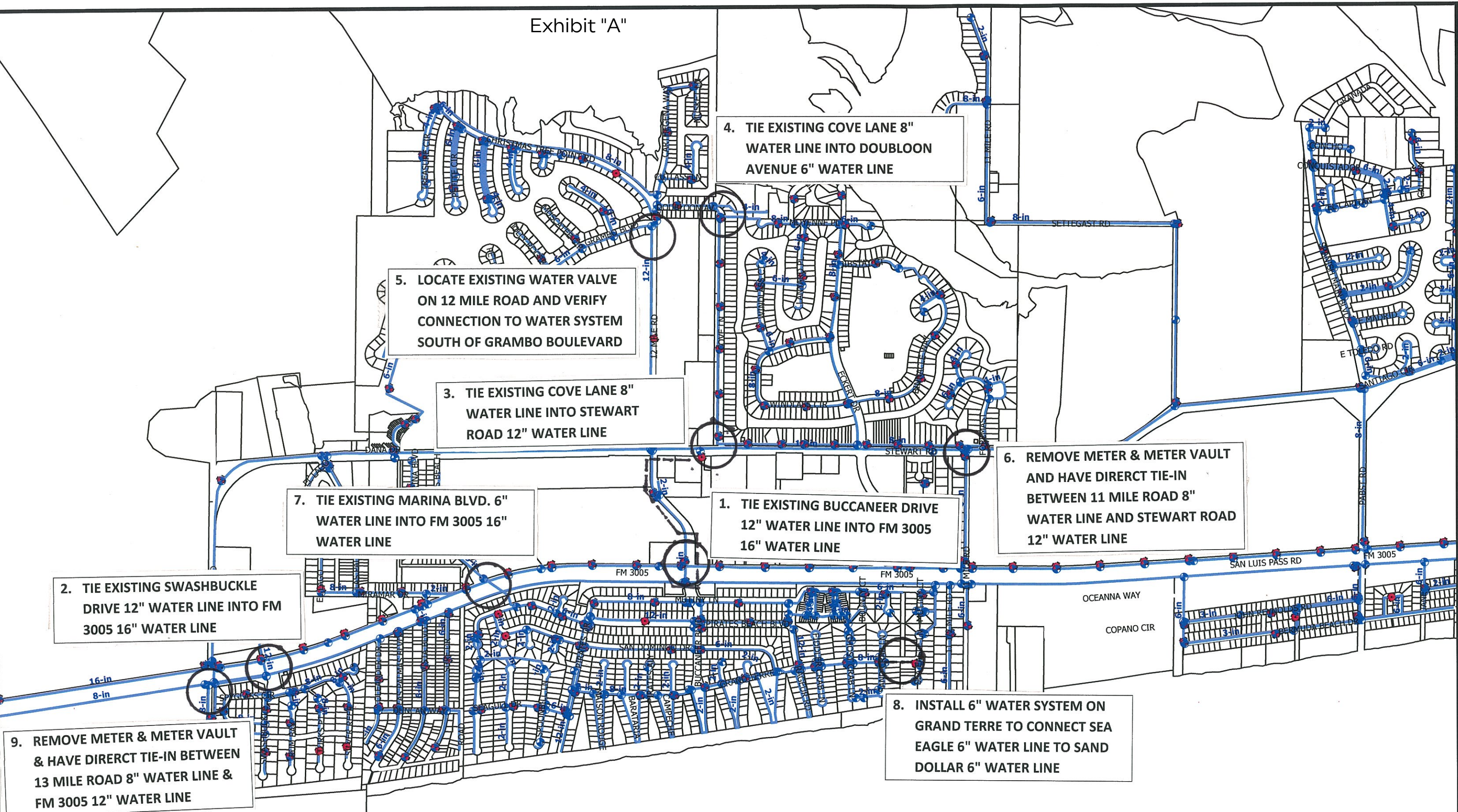
Very truly yours,

ARCENEUX WILSON & COLE LLC

A handwritten signature in blue ink, appearing to read "Joe M. Wilson, Jr.", is positioned above the printed name.

Joe M. Wilson, Jr., P.E.
President

Exhibit "A"





1839
TEXAS



1 inch = 1,000 feet June 23 , 2015

DRAWN BY: COG Public Works, T. Wilson

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

LEGEND

-  Valve
-  Fire Hydrant
-  Water Main



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Braud Vaughn & Williamson Insurance Agency P O Box 5389 Beaumont, TX 77726 Braud, Vaughn, Williamson	CONTACT NAME: Bonnie R Coburn ACSR	
	PHONE (A/C, No, Ext): 409-833-8621	FAX (A/C, No):
INSURED Arceneaux Wilson & Cole LLC 2901 Turtle Creek Dr Suite 320 Port Arthur, TX 77642	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Texas Mutual Insurance Co.	NAIC # 525190
	INSURER B: United Fire Lloyds	13021
	INSURER C: Evanston Insurance Co.	35378
	INSURER D: Underwriters at Lloyds	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			85319867	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			85319867	08/20/2017	08/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			85319867/16EFXMS80659	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
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D	Professional Liab			ANE147833317	08/20/2017	08/20/2018	Each Clm 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE REMARKS HOLDER NOTES page 2

CERTIFICATE HOLDER

CANCELLATION

CITYG-3 City of Galveston Texas P O Box 779 Galveston, TX 77553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

NOTEPAD:

HOLDER CODE CITYG-3
INSURED'S NAME Arceneaux Wilson & Cole LLC

ARCEN-2
OP ID: BC

PAGE 2
Date 08/15/2017

General Liability and Auto Liability: Blanket Additional Insured Automatic additional insured Status - Owners, Lesssees, or Contractros when required in construction agreement with you. Blanket Waiver of Subrogation required by contract.

Workers Compensation:Blanket Waiver

Umbrella follows form.



City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

05 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval of a contract with General Contractors for the Neighborhood Improvements in the amount of \$362,046.50. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Neighborhood Improvement Program began in 2013 as an initiative that would set aside a certain amount of funds for City Council members to use in order to make discretionary neighborhood improvements within their elected districts.
- B. On 24th March 2016, the City Council adopted the “Council Projects and Initiatives Program” Policy at the Regular City Council Meeting.
- C. This policy provided detailed procedures for administering neighborhood projects including Specific Requirements, Project or Initiative Development, Program Administration, Program Reporting and a Project/Initiative Worksheet to be used by Council Members for project submittal.
- D. Per the adopted policy, once all Project Worksheets were submitted staff would review all projects and/or initiatives collectively, consolidate like projects perhaps with existing City projects, prepare a comprehensive list of all proposed projects to be reviewed at Council workshop and eventually adopted at City Council.
- E. Funding sources for these Projects or Initiatives must be clearly delineated; and
- F. No project or initiative can be for the exclusive benefit of a single individual or business property owner unless that property owner is another governmental entity
- G. Once approved by Council, the policy states the **Project Manager** will administer all projects and initiatives as part of the City's normal operations with program reporting being quarterly as part of the monthly Manager's Report which is provided to Council and the Public.

II. Current Situation

- A. The Engineering Department received a request for design of the Neighborhood Improvements for four (4) main Neighborhoods from the **Project Manager**.
- B. The design was performed by Engineering Staff and the bid package was advertised for bids by Purchasing in coordination with the Construction Department.





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

- C. RFP#18-01 was advertised on 10/05/2017 and bids were opened on 10/31/2017.
D. One responsive bid was received:

CONTRACTOR	TOTAL BID
General Contractors:	
1. Lindale Park Walking Trail	\$175,000
2. Central Middle School Sidewalk Repairs	\$ 25,000
3. Channelview (77 th) Sidewalk & Curbs	\$118,000
4. 2017 Colony Park Sidewalk & Curb Repairs	<u>\$ 44,046.50</u>
Total Bid Amount	<u>\$362,046.50</u>

- E. General Contractors is the responsive bidder.

III. **Impact or ramifications:**

If not awarded, these needed improvements in the Neighborhood areas will not be constructed.

IV. **Alternatives in order of priority**

- A. Approve a contract with General Contractors for the Neighborhood Projects in the amount of \$362,046.50
B. Do not approve the request.

V. **Recommendation**

Approve a contract with General Contractors for the Neighborhood Projects in the amount of \$362,046.50

VI. **Fiscal Impact Report**

Requested by: Daniel Christodoss, P.E.
City Engineer

Funding Sources:

Lindale Park
1098-913630-564005-451153-D31701 **\$175,000**

Channelview/77th
1098-913630-564005-451155-D51701 **\$118,000**





City of Galveston

NEIGHBORHOOD PROJECTS STAFF REPORT

Central School
1098-913630-564005-451151-D11702 **\$25,000**

Colony Park
1098-913630-564005-451155-D51702 **\$45,000**

Total Cost of Implementation: **\$362,046.50**

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



GENERAL CONTRACTOR SERVICES, INC.

8400 La Porte Road
Houston, Texas 77012

713 270-5300
genconser@aol.com

December 6, 2017

Reference: RFP-18-01 Revised Neighborhood Projects

Susan P. Serrano, CTPM

Purchasing Supervisor
CITY OF GALVESTON – DEPARTMENT OF FINANCE
SERRANO@GALVESTONTX.GOV

Dear **Susan P. Serrano, CTPM** :

I am writing in response to your request for Best and Final Offer for RFP-18-01 Revised Neighborhood Projects.

Please find attached Bid Forms for the above referenced Bid. If you have questions or concerns, please contact me by phone at **713 270-5300** or by email at **genconser@aol.com**.

Sincerely,


GENERAL CONTRACTOR SERVICES, INC.

Pamela Teltschick
President

Enclosure

BID FORM - Neighborhood Projects (Rev. 1 - Best and Final Offer)**1.0 LINDALE PARK WALKING TRAIL**

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST
101	Mobilization for Lindale Park and Bonds for the whole project	1	LS	\$ 10,940.00	\$ 10,940.00
102	Plan, implementation and maintenence for SWPPP	1	LS	\$ 1,680.00	\$ 1,680.00
103	Topsoil stripping, scarifying, clearing and grade preparation	1425	LF	\$ 16.80	\$ 23,940.00
104	Concrete Walking Trail	800	SY	\$ 100.00	\$ 80,000.00
105	Curb and gutter	535	LF	\$ 94.00	\$ 50,290.00
106	Tree protection	1	LS	\$3,900.00	\$ 3,900.00
107	Plan, implementation and maintenence Traffic Control	1	LS	\$3,010.00	\$ 3,010.00
108	12 inch RCP	2	EA	\$ 620.00	\$ 1,240.00
SUBTOTAL BID AMOUNT 1.0				\$ 175,000.00	

2.0 CENTRAL MIDDLE SCHOOL SIDEWALK REPAIRS

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST
201	Mobilization	1	LS	\$ 0.00	\$ 0.00
202	Implementation and Maintenence for SWPPP	1	LS	\$ 0.00	\$ 0.00
203	Add 68' of 6.0' wide concrete walk	45	SY	\$ 100.00	\$ 4,500.00
204	Add 53' of 5.0' wide concrete walk	29	SY	\$ 100.00	\$ 2,900.00
205	Add 15' of concrete curb	15	LF	\$110.00	\$ 1,650.00
207	ADA Ramps & Grading including landing	2	EA	\$4,000.00	\$ 8,000.00
208	Topsoil stripping, scarifying, clearing and grade preparation	500	SF	\$15.90	\$ 7,950.00
209	Traffic Control	1	LS	\$0.00	\$ 0.00
SUBTOTAL BID AMOUNT 2.0				\$ 25,000.00	

3.0 CHANNELVIEW (77th St.) SIDEWALK AND CURBS

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST
301	Mobilization	1	LS	\$ 0.00	\$ 0.00
302	Implementation and Maintenence for SWPPP	1	LS	\$ 0.00	\$ 0.00
303	Concrete 7" Curb	430	LF	\$ 80.00	\$ 34,400.00
304	Concrete Gutter Pan	430	LF	\$ 80.00	\$ 34,400.00
305	4 feet Wide Concrete sidewalks	250	SY	\$ 100.00	\$ 25,000.00
306	Traffic Control	1	EA	\$ 0.00	\$ 0.00
307	Flushed Transitions with Truncated Domes	4	EA	\$ 4,550.00	\$ 18,200.00
308	Grading	1	LS	\$ 6,000.00	\$ 6,000.00
SUBTOTAL BID AMOUNT 3.0				\$ 118,000.00	

4.0 2017 COLONY PARK SIDEWALK AND CURB REPAIRS (See Attached Sheet)

SUBTOTAL BID AMOUNT 4.0				\$ 44,046.50	
TOTAL BID AMOUNT				\$ 362,046.50	

4.0 2017 COLONY PARK SIDEWALK AND CURB REPAIRS

Photo Page No.	DESCRIPTION (hi-early at driveways with pricing)	QTY	UNIT	Mud Jacking	hi- early	Curb R/R	SW R/R	Other	UNIT PRICE	TOTAL COST
	Mobilization	1								N/A
1	1 Colony Park Circle mud jacking	4	LF	4					\$ 48.00	\$ 192.00
	1 Colony Park Circle hyd concrete	3	LF		3				\$ 128.00	\$ 384.00
2	4 Colony Park Circle hyd concrete	1	LF		1				\$ 128.00	\$ 128.00
	5 Colony Park Circle mud jacking	4	LF	4					\$ 48.00	\$ 192.00
	5 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
3	7 Colony Park Circle hyd concrete	1	LF		1				\$ 128.00	\$ 128.00
	9 Colony Park Circle hyd concrete	1	LF		1				\$ 128.00	\$ 128.00
4	10 Colony Park Circle hyd concrete	4	LF		4				\$ 128.00	\$ 512.00
	10 Colony Park Circle sidewalk replacement	2	LF				2		\$ 125.00	\$ 250.00
5	11 Colony Park Circle mud jacking	4	LF	4					\$ 48.00	\$ 192.00
	11 Colony Park Circle sidewalk replacement	27	LF				27		\$ 125.00	\$ 3,375.00
	11 Colony Park Circle side curb replacement	27	LF			27			\$ 145.00	\$ 3,915.00
6	14 Colony Park Circle sidewalk replacement	17	LF				17		\$ 125.00	\$ 2,125.00
	18 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
7	20 Colony Park Circle mud jacking	4	LF	4					\$ 48.00	\$ 192.00
	22 Colony Park Circle	alt.								
8	26 Colony Park Circle curb replacement	28	LF			28			\$ 145.00	\$ 4,060.00
	26 Colony Park Circle sidewalk replacement	28	LF				28		\$ 125.00	\$ 3,500.00
	28 Colony Park Circle mud jacking	8	LF	8					\$ 48.00	\$ 384.00
	28 Colony Park Circle curb replacement	5	LF			5			\$ 145.00	\$ 725.00
9	29 Colony Park Circle mud jacking	11	LF	11					\$ 48.00	\$ 528.00
	29 Colony Park Circle curb replacement	4	LF			4			\$ 145.00	\$ 580.00
	29 Colony Park Circle mud jacking	11	LF	11					\$ 48.00	\$ 528.00
	30 Colony Park Circle mud jacking	28	LF	28					\$ 48.00	\$ 1,344.00
10	31 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
	32 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
11	33 Colony Park Circle	0	LF							
	34 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
12	35 Colony Park Circle curb replacement	13	LF			13			\$ 145.00	\$ 1,885.00
	35 Colony Park Circle mud jacking	13	LF	13					\$ 48.00	\$ 624.00
13	36 Colony Park Circle mud jacking	24	LF	24					\$ 48.00	\$ 1,152.00

13	36 Colony Park Circle inlet replacement	6	LF							
14	37 Colony Park Circle mud jacking	24	LF	24					\$ 48.00	\$ 1,152.00
	37 Colony Park Circle curb replacement	15	LF			15			\$ 145.00	\$ 2,175.00
	38 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
	39 Colony Park Circle	0	LF		0					
15	40 Colony Park Circle curb replacement	5	LF			5			\$ 145.00	\$ 725.00
	41 Colony Park Circle sidewalk replacement	9	LF			9			\$ 125.00	\$ 1,125.00
	41 Colony Park Circle curb replacement	3	LF			3			\$ 145.00	\$ 435.00
16	42 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
	42 Colony Park Circle curb replacement	2	LF			2			\$ 145.00	\$ 290.00
	44 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
17	45 Colony Park Circle hyd concrete	6	LF		6				\$ 128.00	\$ 768.00
18	47 Colony Park Circle	alt.								
	55 Colony Park Circle curb topping (grout)	12	LF							
	55 Colony Park Circle curb replacement	2	LF			2			\$ 145.00	\$ 290.00
19	56 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
20	57 Colony Park Circle	0	LF							
21	59 Colony Park Circle	4	LF		4				\$ 128.00	\$ 512.00
22	65 Colony Park Circle mud jacking	19	LF	19					\$ 48.00	\$ 912.00
23	69 Colony Park Circle sidewalk replacement	10	LF				10		\$ 125.00	\$ 1,250.00
24	70 Colony Park Circle hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
	3 Park Lane curb replacement	4	LF			4			\$ 145.00	\$ 580.00
	7 East Dansby hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
25	4 Park Lane sidewalk replacement	4	LF				4		\$ 125.00	\$ 500.00
	4 Park Lane hyd concrete	1	LF		1				\$ 128.00	\$ 128.00
	8 Park Lane mud jacking	4	LF	4					\$ 48.00	\$ 192.00
	17 Park Lane hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
26	10 Park Lane mud jacking	9	LF	9					\$ 48.00	\$ 432.00
	14 Park Lane mud jacking	25	LF	25					\$ 48.00	\$ 1,200.00
	14 Park Lane joint seal (1-1/2" wide)	25	LF					25	\$ 17.50	\$ 437.50
	14 Park Lane hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
27	6 Colony Park Dr (walk thru question)	?								
28	7 Colony Park Dr	0								
	9 Dansby Drive mud jacking	7	LF	7					\$ 48.00	\$ 336.00
	9 Dansby Drive hyd concrete	2	LF		2				\$ 128.00	\$ 256.00
	TOTALS			199	49	108	97	25		\$ 44,046.50

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

December 7, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Kyle D. Hockersmith, P.E., Director of Public Works

RE: Consider for approval of Change Order #1 from Batterson, LLP, for the Annual Street Striping project, **increasing** the original contract from \$99,752.00 by the amount of \$24,938.00 to a new cost of \$124,690.00, and no increase in the term of the original contract date. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. On June 23, 2016, City Council approved the agenda item for Bid #16-028 awarding the Annual Street Striping Contract to Stripe Lines as primary vendor and Batterson as secondary vendor.
- B. Primary vendor was determined non-responsive and the City proceeded with the secondary vendor.
- C. On March 16, 2017, the City renewed the contract with Batterson, LLP as provided by the original contract executed between the City and vendor for up to a total of three years. This contract is current and will expire March 16, 2018.

II. Current Situation

- A. The Public Works Department Traffic Division is responsible for the maintenance and repair of pavement markings and striping throughout the City of Galveston.
- B. In order to maintain the traffic systems throughout the City of Galveston, the Traffic Division relies on the assistance of various contractors to install striping and pavement markings.
- C. Since commencement of work with the contracted vendor on March 16, 2017, under the second renewal contract, the City is nearing full expenditure of the original contract amount.
- D. The City requires the approval of additional funds to this contract in order to complete several projects such as pavement striping on major thoroughfares, and crosswalks.

III. Issues

- A. The Traffic Division is required to maintain and repair the pavement markings throughout the City of Galveston.
- B. The Traffic Division requires the assistance of various contractors to install pavement markings.
- C. The City is nearing full expenditure of the current approved amount and requires additional funds to complete necessary repairs to the street marking system.

IV. Alternatives in order of priority

- A. Approve Change Order #1 from Batterson, LLP, for the Annual Street Striping project, **increasing** the original contract from \$99,752.00 by the amount of \$24,938.00 to a new cost of \$124,690.00, and no increase in the term of the original contract date.
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order #1 from Batterson, LLP, for the Annual Street Striping project, **increasing** the original contract from \$99,752.00 by the amount of \$24,938.00 to a new cost of \$124,690.00, and no increase in the term of the original contract date.

VI. **Fiscal Impact Report**

Requested by:	Kyle D. Hockersmith, P.E. Director of Public Works
Funding Source:	Public Works General Operations Accounts
Original Contract Amount	\$ 99,752.00
Increase of	\$ 24,938.00
Total Cost of Contract	\$ 124,690.00

Respectfully Submitted,


12.7.17
Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:


Brandon Cook
Assistant City Manager

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

BID# 16-028 ANNUAL STREET STRIPING
BATTERSON, LLP CHANGE ORDER #01 – CONTRACT AMENDMENT

This contract change order and contract amendment is in reference to the Contract between Batterson, LLP (Vendor) and the City of Galveston (City) dated March 16th, 2017, and attached to this letter as an exhibit. This change order and contract amendment will modify the original referenced contract according to the following: increase the Compensation from \$114,665.00 to \$124,690.00 total compensation. No other changes are created to the referenced contract. Contract will expire March 16th, 2018 and additional work must be completed before contract expiration. At such time of contract expiration, the City will discuss possible contract renewal with the Vendor per the current executed contract terms.

BATTERSON, LLP

STACY BATTERSON

Date


Kyle D. Hockersmith, P.E.
Director of Public Works

12-7-17

contract

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: June 8, 2016

To: Brian Maxwell, City Manager

Honorable Mayor and City Council

From: Kyle D. Hockersmith, P.E. - Director of Public Works

Subject: City Council to Consider for Approval Bid #16-028 for the Annual Street Striping Contract from Stripe Lines as primary vendor and Batterson as secondary vendor. Funding Source is the general operations budget of the Public Works Streets Division funds with an estimated annual cost of \$99,752. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. BACKGROUND:

- A. The Public Works Department Traffic Division is responsible for the maintenance and repair of pavement markings and striping.
- B. In Order to Maintain or Repair Public Infrastructure the Traffic Division must work with various contractors to assist them in the installation of striping and pavement markings throughout the City.
- C. Bids for Annual Street Striping may be solicited annually.
- D. The Annual Bids for Street Striping were solicited on June 2, 2016. Bids were solicited for various widths and colors of thermoplastic solid and broken pavement striping, various colors and styles raised pavement markings; various styles of thermoplastic arrows and words, various pavement marking removal, and various pavement sealer. Based upon bid tabulation analysis, the following vendors were ranked in order of best value:
 - 1. Stripe Lines
 - 2. Batterson
 - 3. Professional Traffic Control
- E. Stripe Lines was the lowest bidder that met specifications and presented the best value.

- F. Batterson came in as second, and will be considered as a backup. It is imperative that the city have a contract with a second respondent in case that the main vendor cannot fulfill a request in a timely manner.
- G. Stripes and Stops was non-responsive.
- H. This agreement has renewal option up to a three year term. The city has the ability to cancel this contract for any reason that best serves the public interest. The contract may be then rebid.

II. CURRENT SITUATION:

The City Council should approve the Annual Street Striping Contracts to the first and second best value bidders that conform to the specifications in bid #16-028; Stripe Lines, and Batterson.

III. ISSUES

- 1. Cost - what is the cost to the city?
- 2. Timing - when is it needed?
- 3. Departmental Improvements - those changes to the department that will improve the financial systems and techniques of the department.

IV. RECOMMENDATIONS:

Approve the Annual Street Striping Contracts to the first and second best value bidders that conformed to the specifications in bid #16-028; Stripe Lines, and Batterson.

- 1. Cost – Estimated around \$99,752.00 annually.
- 2. Timing – contract is needed as soon as possible.
- 3. Departmental Improvements – will provide the City with improved pavement markings, enhancing the safety and appearances of the street system, and will allow staff to be utilized on other public works projects and duties.

V. ALTERNATIVES:

A. Approve the Annual Street Striping Contracts to the first and second best value bidders that conformed to the specifications in bid #16-028; Stripe Lines, and Batterson.

- 1. Cost – Estimated around \$99,752.00 annually.
- 2. Timing – contract is needed as soon as possible.
- 3. Departmental Improvements – will provide the City with improved pavement markings, enhancing the safety and appearances of the street system, and will allow staff to be utilized on other public works projects and duties.

B. Do Not Approve the Annual Street Striping Contracts to the first and second best value bidders that conformed to the specifications in bid #16-028; Stripe Lines, and Batterson.

- 1. Cost – Estimated around \$99,752.00 annually.

- staff.
2. Timing – perform the needed work on a much smaller scale utilizing in house
 3. Departmental Improvements – will provide the City with minimal improved pavement markings over longer period of time since staff will be using traffic paint instead of thermoplastic striping which has a longer lifespan.

VI. FISCAL IMPACT REPORT:

Requested by:

Kyle D. Hockersmith, P.E.
Director of Public Works

Funding Source:

Public Works Division Various Operating Budgets

Name of Account:

General Operations Budget

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Forwarded for Approval,



Brandon Cook
Interim Director of Public Infrastructure

Opened by: Gwyndethia Pope

Witnessed by: Susan Serrano

CITY OF GALVESTON, TEXAS

TABULATION SHEET FOR: STREET STRIPING

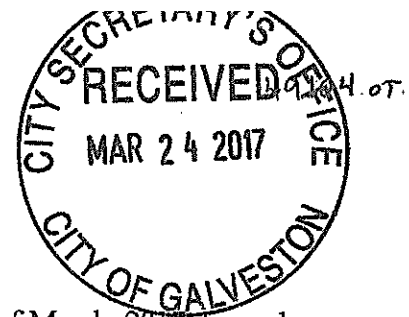
BID # 16-029

BID OPEN: June 2, 2016 @ 11 a.m.

PUBLIC WORKS DEPARTMENT

BIDDER:	RECEIVED: DATE & TIME	BIDDER	APPROX. QTY IN	ITEM DESCRIPTION	UNIT PRICE	TTL BID AMT	Professional Traffic Control		Strip Lines		Stripes and Stops	
							6/2/2016 @ 10:25 AM	UNIT PRICE/TTL BID AMT	6/2/16 @ 11:00 AM	UNIT PRICE/TTL BID AMT	UNIT PRICE	TTL BID
	ORIGINAL & 1 COPY	Yes					Yes		Yes			
	INVITATION TO BID	Yes					Yes		Yes			
	ATTACHMENTS A, B, & C	Yes					Yes		Yes			
	DOCUMENT 435	Yes					Yes		Yes			
	Addendum I	Yes					Yes		Yes			
	Bid Bond	Yes					Yes		Yes			
							UNIT PRICE/TTL BID AMT		UNIT PRICE/TTL BID AMT			
	TY-1 - 4" Yellow Line Solid (TxDOT Spec 666)		30000		\$0.35	\$10,500.00	\$0.40	\$12,000.00	\$0.33	\$9,900.00		
	TY-1 - 4" White Line Solid (TxDOT Spec 666)		5000		\$0.42	\$2,100.00	\$0.40	\$2,000.00	\$0.33	\$1,650.00		
	TY-1 - 4" Yellow Broken (TxDOT Spec 666)		30000		\$0.35	\$10,500.00	\$0.40	\$12,000.00	\$0.33	\$9,900.00		
	TY-1 - 4" White Broken (TxDOT Spec 666)		5000		\$0.42	\$2,100.00	\$0.40	\$2,000.00	\$0.35	\$1,750.00		
	4" Pavement Marking Removal (TxDOT Spec 666)		5000		\$0.31	\$1,550.00	\$0.25	\$1,250.00	\$0.20	\$1,000.00		
	4" Pavement Marking Sealer (TxDOT Spec 666)		5000		\$0.06	\$300.00	\$0.10	\$500.00	\$0.05	\$250.00		
	TY-1 - 6" Yellow Line Solid (TxDOT Spec 666)		3500		\$0.44	\$1,540.00	\$0.60	\$2,100.00	\$0.40	\$1,400.00		
	TY-1 - 6" White Line Solid (TxDOT Spec 666)		5000		\$0.44	\$2,200.00	\$0.60	\$3,000.00	\$0.40	\$2,000.00		
	TY-1 - 6" Yellow Broken (TxDOT Spec 666)		3500		\$0.44	\$1,540.00	\$0.60	\$2,100.00	\$0.45	\$1,575.00		
	TY-1 - 6" White Broken (TxDOT Spec 666)		5000		\$0.44	\$2,200.00	\$0.60	\$3,000.00	\$0.45	\$2,250.00		
	6" Pavement Marking Removal (TxDOT Spec 666)		1000		\$0.46	\$460.00	\$0.38	\$380.00	\$0.30	\$300.00		
	6" Pavement Marking Sealer (TxDOT Spec 666)		1000		\$0.08	\$80.00	\$0.15	\$150.00	\$0.08	\$80.00		
	TY-1 - 8" Yellow Line Solid (TxDOT Spec 666)		100		\$1.10	\$110.00	\$1.20	\$120.00	\$1.00	\$100.00		
	TY-1 - 8" White Line Solid (TxDOT Spec 666)		100		\$1.10	\$110.00	\$1.20	\$120.00	\$1.00	\$100.00		
	TY-1 - 8" Yellow Broken (TxDOT Spec 666)		100		\$1.10	\$110.00	\$1.20	\$120.00	\$1.50	\$150.00		
	TY-1 - 8" White Broken (TxDOT Spec 666)		100		\$1.10	\$110.00	\$1.20	\$120.00	\$1.50	\$150.00		
	8" Pavement Marking Removal (TxDOT Spec 666)		100		\$0.65	\$65.00	\$0.50	\$50.00	\$0.40	\$40.00		
	8" Pavement Marking Sealer (TxDOT Spec 666)		100		\$0.14	\$14.00	\$0.20	\$20.00	\$0.12	\$12.00		
	TY-1 - 12" Yellow Line Solid (TxDOT Spec 666)		100		\$2.50	\$250.00	\$3.00	\$300.00	\$2.65	\$265.00		
	TY-1 - 12" White Line Solid (TxDOT Spec 666)		4800		\$2.20	\$10,560.00	\$2.50	\$12,000.00	\$2.20	\$10,560.00		
	12" Pavement Marking Removal (TxDOT Spec 666)		2000		\$0.72	\$1,440.00	\$0.75	\$1,500.00	\$0.50	\$1,000.00		
	12" Pavement Marking Sealer (TxDOT Spec 666)		100		\$0.39	\$39.00	\$0.30	\$30.00	\$0.15	\$15.00		
	TY-1 - 24" Yellow Line Solid (TxDOT Spec 666)		10000		\$5.00	\$50,000.00	\$6.00	\$60,000.00	\$4.00	\$40,000.00		
	TY-1 - 24" White Line Solid (TxDOT Spec 666)		10000		\$4.40	\$44,000.00	\$5.00	\$50,000.00	\$3.90	\$39,000.00		
	24" Pavement Marking Removal (TxDOT Spec 666)		2000		\$1.10	\$2,200.00	\$1.50	\$3,000.00	\$0.80	\$1,600.00		
	24" Pavement Marking Sealer (TxDOT Spec 666)		100		\$0.61	\$61.00	\$0.60	\$60.00	\$0.50	\$50.00		

[illegible]



CONTRACT FOR CONTRUCTION SERVICES
Annual Street Striping

This Contract (the "Contract") is made and entered into this 16th day of March, 2017, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Batterson, LLP., a Texas limited liability partnership, located at 6800 Dixie Drive, Houston, Texas 77087.

WHEREAS, the City of Galveston desires to obtain construction services in connection with lighting installation within the City of Galveston ("City") and Batterson, LLP ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

ANNUAL STREET STRIPING
Response to Bid 16-028

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

City will identify streets that are to be striped by Company. City will identify what type of striping will need to occur on those streets. Based on those directions, Company will provide City a price and time frame for the work to be completed. Based on the price and time frame, City may issue a task order to Company to complete the striping of designated streets.

2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written

amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract begins on the day of execution and continues for one year (1) thereafter. This contract may be renewed by written agreement of the parties for one additional one year (1) term. Due to the nature and extent of the Project, the Work is expected to be completed by within 90 business days of execution of the contract, unless sooner terminated under the terms set forth herein.

6. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not

be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, materials and equipment for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, then the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure by the Company, then the Company may suspend or wholly abandon the work, and may remove all machinery, tools and equipment and all materials on the ground that have not been included in the payments to the Company or incorporated into the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of

City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City. Company is responsible for making sure its bonds remain in effect for the duration of work done for the City under this Contract.

14. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City, but at no point shall the total compensation to Company exceed *One-Hundred Fourteen Thousand Six-Hundred and Sixty-Five dollars and zero cents (\$114,665.00)* for work performed under this contract. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 6800 Dixie Drive, Houston, Texas 77087. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis".

17. TERMINATION: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

18. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage,

liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools,

scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Lighting Installation at Bernard Davis Field within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

Batterson, LLP
6800 Dixie Drive
Houston, Texas 77087

[SIGNATURES FOLLOW ON NEXT PAGE]

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BATTERSON, LLP

By: Brian Maxwell
1. Brian Maxwell, City Manager

By: _____
Stacy Batterson

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

Mehran Jadidi
Assistant City Attorney

**BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

THE STATE OF TEXAS §
 Harris §
COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Stacy Batterson of **Company**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of MARCH, 2016.



Rosemary Garza
Notary Public in and for
The State of Texas

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Danielle Redmon</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 713 490-4600</td> <td>FAX (A/C, No): 713-490-4700</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Danielle.Redmon@usi.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Allied World Assurance (US) Inc</td> <td>NAIC # 19489 <i>A</i></td> </tr> <tr> <td>INSURER B: Scottsdale Insurance Company</td> <td>41297 <i>A</i></td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945 <i>A</i></td> </tr> <tr> <td>INSURER D: Darwin National Assurance Compa</td> <td>16624</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Danielle Redmon		PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700	E-MAIL ADDRESS: Danielle.Redmon@usi.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Allied World Assurance (US) Inc	NAIC # 19489 <i>A</i>	INSURER B: Scottsdale Insurance Company	41297 <i>A</i>	INSURER C: Texas Mutual Insurance Company	22945 <i>A</i>	INSURER D: Darwin National Assurance Compa	16624	INSURER E:		INSURER F:	
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INSURER F:																					
INSURED Batterson, LLP 6800 Dixie Dr. Houston, TX 77087																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PPD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			03093674	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			60000190	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XLS0098744	12/31/2016	12/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TSF000118656	12/31/2016	12/31/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured.

(See Attached Descriptions)

CERTIFICATE HOLDER City of Galveston P.O. Box 779 Galveston, TX 77553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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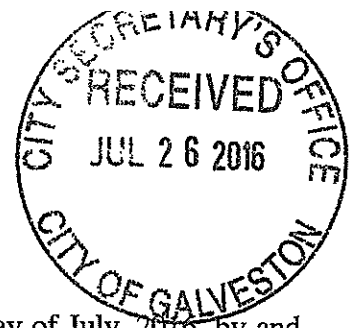
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DESCRIPTIONS (Continued from Page 1)

The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract

RE: Contract #COG-CON-16-103, Bid #16-028, Annual Striping Contract.



CONTRACT FOR CONTRUCTION SERVICES
Annual Street Striping

This Contract (the "Contract") is made and entered into this 26th day of July, 2016, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Batterson, LLP., a Texas limited liability partnership, located at 6800 Dixie Drive, Houston, Texas 77087.

WHEREAS, the City of Galveston desires to obtain construction services in connection with lighting installation within the City of Galveston ("City") and Strip Lines, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

ANNUAL STREET STRIPING

Response to Bid 16-028

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 90 business days of execution of the contract, unless sooner terminated under the terms set forth herein.

6. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, materials and equipment for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, then the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due,

if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure by the Company, then the Company may suspend or wholly abandon the work, and may remove all machinery, tools and equipment and all materials on the ground that have not been included in the payments to the Company or incorporated into the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000,

respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of One-Hundred Fourteen Thousand Six-Hundred and Sixty-Five dollars and zero cents (\$114,665.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 6800 Dixie Drive, Houston, Texas 77087. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an “**occurrence basis**”

17. **TERMINATION**: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION**. **FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Lighting Installation at Bernard Davis Field within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Batterson, LLP
6800 Dixie Drive
Houston, Texas 77087

[SIGNATURES FOLLOW ON NEXT PAGE]

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BATTERSON LLP

By: Brian Maxwell
Brian Maxwell, City Manager

By: Stacy Batterson
Stacy Batterson

ATTEST:

Janelle Williams
Janelle Williams, City Secretary



APPROVED AS TO FORM

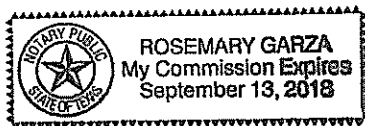
Mehran Jadidi
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Stacy Batterson of **Company**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of July, 2016.



Rosemary Garza
Notary Public in and for
The State of Texas

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: Heather Rochow	
	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: heather.rochow	
INSURED Batterson, LLP 6800 Dixie Dr. Houston, TX 77087	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Allied World Assurance (US) Inc	NAIC # 19469 0125
	INSURER B: Scottsdale Insurance Company	41297
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D: Darwin National Assurance Compa	16624
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ BI/PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		03093674	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		60000190	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		XL50098744	12/31/2015	12/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TSF000118656	12/31/2015	12/31/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #COG-CON-16-103, Bid #16-028, Annual Striping Contract.

The General Liability and Auto Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Galveston P.O. Box 779 Galveston, TX 77553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

behalf of the named insured.

The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

BATTERSON, LLP

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

6800 DIXIE DRIVE

City, state, and ZIP code

HOUSTON, TEXAS 77087

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

7 4 - 2 0 9 8 6 4 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Laura Godfrey

Date ▶

02-11-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. HSIFSU0707760

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Batterson, L.L.P.
6800 Dixie Drive
Houston, TX 77087

OWNER (Name and Address):

City of Galveston
P.O. Box 779
Galveston, TX 77553-0779

SURETY (Name and Principal Place of Business):

International Fidelity Insurance Company
10077 Grogans Mill Road, Suite 260
The Woodlands, TX 77380

CONSTRUCTION CONTRACT

Date:

Amount: \$114,665.00 One Hundred Fourteen Thousand Six Hundred Sixty Five Dollars and 00/100

Description (Name and Location): Annual Street Striping, Bid No. 16-028

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$114,665.00 One Hundred Fourteen Thousand Six Hundred Sixty Five Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

Batterson, L.L.P.

(Corporate Seal)

Signature:

Name and Title: *Stacy Batterson - Partner*

(Any additional signatures appear on page 3)

SURETY

Company:

International Fidelity Insurance Company

(Corporate Seal)

Signature:

Name and Title: *Jillian McKenzie*
Attorney-in-Fact



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Technical Assurance, L.L.C.
26623 Oak Ridge Drive
The Woodlands, TX 77380
281-296-9997

OWNER'S REPRESENTATIVE (Architect, Engineer or other party) :

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. HSIFSU0707760

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Batterson, L.L.P.
6800 Dixie Drive
Houston, TX 77087

OWNER (Name and Address):

City of Galveston
P.O. Box 779
Galveston, TX 77553-0779

SURETY (Name and Principal Place of Business):

International Fidelity Insurance Company
10077 Grogans Mill Road, Suite 260
The Woodlands, TX 77380

CONSTRUCTION CONTRACT

Date:

Amount: \$114,665.00 One Hundred Fourteen Thousand Six Hundred Sixty Five Dollars and 00/100

Description (Name and Location): Annual Street Striping, Bid No. 16-028

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$114,665.00 One Hundred Fourteen Thousand Six Hundred Sixty Five Dollars and 00/100

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

Batterson, L.L.P.

(Corporate Seal)

Signature:

Name and Title: Stacy Batterson - Partner

(Any additional signatures appear on page 6)

SURETY

Company:

International Fidelity Insurance Company

(Corporate Seal)

Signature:

Name and Title: Jillian McKenzie
Attorney-in-Fact



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Technical Assurance, L.L.C.

26623 Oak Ridge Drive

The Woodlands, TX 77380

281-296-9997

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and.

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Amend paragraphs 4.1 and 4.2.3 dealing with notice to the surety by adding at the end of each paragraph "and furnished to surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Amend paragraph 5 by changing "or" to "and" so it reads:

5. If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance.

3. Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have, or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JILLIAN MCKENZIE, ERICA ANNE COX, REBECCA GARZA, EDWARD ARENS, MICHELE BONNIN,
PHILIP BAKER

The Woodlands, TX.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

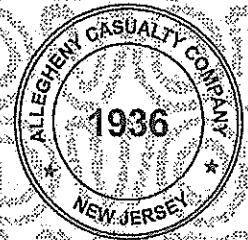
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact, or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents, on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals, when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015:



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals, and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey, the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____

MARIA BRANCO, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Batterson, LLP
Houston, TX United States

Certificate Number:
2016-83577

Date Filed:
07/13/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16-028

Streets and Striping Contract

[illegible]

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Stacy Batterson, this the 13th day of July, 2019, to certify which, witness my hand and seal of office.

Rosemary Garcia
Signature of officer administering oath

Rosemaru Garza
Printed name of officer/administering oath

Administrative Assistant
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Batterson, LLP
Houston, TX United States

Certificate Number:
2016-83577

Date Filed:
07/13/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

Date Acknowledged:
07/26/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16-028
Streets and Striping Contract

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JUNE 23, 2016 - 1:15 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Reverend Meredith Holt Crigler, Grace Episcopal Church
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcements
 - 6.B. Public Notice And Briefing On The Process For Relocation Of Retail Services And Obtaining Public Input For The US Postal Office Located At 601 25th Street, Galveston, TX—Presented By Joel Roitenberg, US Postal Service.

Documents: USPS LETTER.PDF
7. COMMUNICATIONS AND PETITIONS
 - Claim # 16-049 Xochitl Gonzales
 - Claim #16-050 Juan C. Hernandez
 - Claim #16-051 Galveston Automotive Pros
 - Claim #16-052 Dan Pugh
 - Claim #16-053 Harry B. Tull
 - Claim #16-054 Lidia Polio/Elisa Sanchez
 - Claim #16-055 Karen Davis
 - Claim #16-056 Craig Baumgartner
 - Claim #16-057 Craig Baumgartner
 - Claim #16-058 Yvonne Falkenhagen
 - Claim #16-059 Edward Brown
 - Claim #16-060 Jazzmine Davis

Park Board Of Trustees; Providing For Findings Of Fact And Providing For An Effective Date.
(Legal)

Documents: A H PRESERVATION HOT TAX AWARDS RESOLUTION.DOCX

- 11.G. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Execute An Application For A Grant In The Amount Of \$90,082 Through The Body Worn Camera Grant Program Through The Criminal Justice Division Of The Texas Governor's Office; Authorizing The City Manager To Execute All Necessary Documents Relating To The Grant And To Accept Any Funds Distributed Under The Grant; Providing For Findings Of Fact And Providing For An Effective Date.

Documents: RESOLUTION FOR BODY CAMERAS.DOCX

- 11.H. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting The City's Portion Of A 2016 Byrne Justice Assistance Grant From The Department Of Justice In A Joint Total Amount Of \$32,441.00, And Said City Portion To Provide For The Purchase Of Tactical Equipment For The City's Special Weapons And Tactics (SWAT) Unit; Authorizing The City Manager To Execute An Interlocal Agreement With Galveston County And The City Of Texas City; Appointing The County As Fiscal Agent For The Grant; Equally Dividing The Total Grant Award Between Such Parties; Providing For Findings Of Fact And Providing For An Effective Date. (D. Smith/D. Torres)

Documents: JAG INTERLOCAL AGREEMENT.PDF, JAG STAFF REPORT.PDF, JAG - BYRNE JUSTICE ASST GRANT 2016.DOC

- 11.I. Consider For Approval The Purchase Of Two GS Products Automated Refuse Trucks From Houston Freightliner/Sterling Through HGAC Buy For A Total Price Of \$389,658 Which Will Be Funded By The Sanitation Capital Outlay Account. (D. Smith)

Documents: REFUSE PACKET.PDF

- 11.J. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle(S) And Associated Equipment From Silsbee Ford Through Buy Board, For A Total Price Of \$37,785 Which Will Be Funded From The Vehicle Capital Outlay Account. (D. Smith)

Documents: SLISBEE PURCHASE PACKET.PDF

- 11.K. Consider For Approval The Repairs To The Main Blower Assembly On Unit 1116, Which Is A Sewer Vactor 2100 Vacuum Truck, To Kinloch Equipment For A Total Cost Of \$28,380.43. Funding Source Is The Garages Vehicle Repairs Account 5020-811561-531250. (D. Smith)

Documents: KINLOCK REPAIRS PACKAGE.PDF

- 11.L. Consider For Approval A Rate Decrease With BFI Transfer Systems Of Texas At The Refuse Transfer Station. The Decrease Will Be 0.367% Or \$0.14 Per Ton. The New Tonnage Rate Would Decrease From \$37.67 To \$37.53. Estimated Annual Savings Is \$3,780.00. Funding Source Is The Sanitation Division Refuse Disposal Account. (C. DeWitt)

Documents: BFI - RATE DECREASE.PDF

- 11.M. Consider For Approval Bid #16-028 For The Annual Street Striping Contract From Stripe Lines As Primary Vendor And Batterson As Secondary Vendor. Funding Source Is The General Operations Budget Of The Public Works Streets Division Funds With An Estimated Annual Cost Of \$99,752. (K. Hockersmith)

Documents: ANNUAL STREET STRIPING CONTRACT.PDF

- 11.N. Consider For Approval Change Order #3 For The 43rd Street Reconstruction Project Contract With Main Lane Industries, Ltd, Increasing The Contract Amount Of \$7,494,958.53 By \$199,692.14 To A New Total Of \$7,694,650.67. The Funding Source For This Project Is The CDBG DR Non-Housing Round 2.1. (D. Christodoss)

Documents: MAIN LANE INDUSTRIES - CO 3 - 43RD STREET RECONSTRUCTION.PDF

- 11.O. Consider For Approval The Bid From Ardent Construction, LLC In The Amount Of \$4,111,000.00

For The Construction Of The Galveston Lasker Park Community Swimming Pool Project Located At Lasker Park, 43rd & Ave.Q. Funding Sources Are IDC, TPWD Grant, Foundation Grants, Donations, Neighborhood Revitalization Fund And Better Parks For Galveston. (B. Sanderson)

Documents: CONSIDER FOR APPROVAL - LASKER PARK POOL CONSTRUCTION BID.PDF

- 11.P. Consider For Approval Change Order No. 1 To The Contract With Cardinal Contractors, Inc., Increasing The Contract Amount By \$11,025.73 To A New Total Of \$15,898,025.73, For Soil Removal Related To The 59th Street Pump Station Project, And Authorize The City Manager To Execute All Documents Upon Final Approval Of The City Attorney. (J. Simsen)

Documents: FINAL STAFF REPORT, CARDINAL CHANGE ORDER 6-15-2016.DOCX, CHANGE ORDER NO. 1, CARDINAL CONTRACTORS.PDF

- 11.Q. Consider For Approval A Memorandum Of Understanding (MOU) Between City Of Galveston/Island Transit And The Houston-Galveston Area Council (H-GAC), Texas Department Of Transportation (TxDOT), Houston METRO Et Al. Regarding Cooperative, Comprehensive And Continuing Metropolitan Planning Process, As Required By The U.S. Department Of Transportation (USDOT) Guidelines, 23 CFR 450 Subparts A & C). (R. Beverlin)

Documents: HGAC PACKET.PDF

- 11.R. Consider For Approval An Advanced Funding Agreement (AFA) Between City Of Galveston And The Texas Department Of Transportation (TxDOT) For The Downtown Pedestrian Transit Connectivity Improvements Project (TxDOT CSJ 0912-73-206) (R. Beverlin)

Documents: PEDES PACKET.PDF

- 11.S. Consider For Approval Minutes Of The April 7, 2016 Special Meeting, The April 13, 2016 Special Meeting, The April 19, 2016 Special Meeting, The April 28, 2016 Workshop And Regular Meeting, And The May 17, 2016 Special Meeting. (J. Williams)

Documents: DOC123.PDF

- 11.T. Seeking City Council To Ratify The City Manager's Action Approving A Contract With J. Benham Construction, Inc., To Facilitate The Emergency Repair To The Concrete Pavement Located Near The Intersection Of 59th & Ball Ave Due To Public Safety Concerns In The Amount Of \$26,444.25 Consistent With Sec. 252.022 (A) (2) Of The Local Government Code. Funding Source Is \$26,444.25 Funded From The Streets Division General Operations Account. (K. Hockersmith)

Documents: J BRNHAM - EMERGENCY REPAIR.PDF

- 11.U. Consider For Approval The Purchase Of Firefighter Protective Clothing In The Amount Of \$35,151.00. (Wisko)

Documents: PPE.6.23.2016.PDF

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Ex Officio Appointments Of Council Members To City Boards, Commissions, And Committees Of The City Of Galveston, And Receive A Report From The City Attorney On Term Limits As To The Effect On Council Members On Boards. (McMorris/Woods)
- 12.B. Discuss And Consider For Approval Of The Appointment Of Susan Fennewald To The Park Board Submitted By The District 3 Council Member. (McMorris/Woods)
- 12.C. Discuss And Consider For Approval Of The Appointment Of Douglas Godinich To The Wharves Board Submitted By The District 1 Council Member. (McMorris/Woods)

13. EXECUTIVE SESSION

- 13.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will

Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

13.A.1. No. CV-007-4053 City Of Galveston V. John Maguire Et Al, In The County Court At Law #2 Of Galveston County. (D. Glywasky)

13.A.2. Matter Of The Appeal From The Ethics Commission Of The City Of Galveston Related To The Ethics Complaint Of Benjamin Hannon. (D. Glywasky)

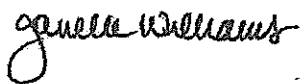
14. ACTION ITEMS (RESULTING FROM EXECUTIVE SESSION)

14.A. Consideration Of Granting Authorization To The City Attorney To Effect Partial Settlement Of The Matter Of No. CV-007-4053 City Of Galveston V. John Maguire Et Al, In The County Court At Law #2 Of Galveston County. (D. Glywasky)

14.B. Consider For Action The Matter Of The Appeal From The Ethics Commission Of The City Of Galveston Related To The Ethics Complaint Of Benjamin Hannon. (D. Glywasky)

15. ADJOURNMENT

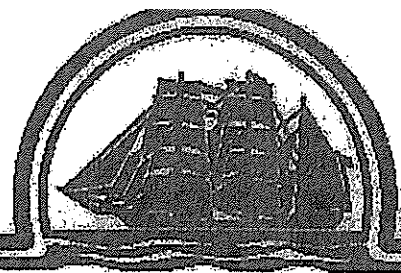
I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on June 20, 2016 at 12:30 P.M.



Janelle Williams, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: June 8, 2016

To: Brian Maxwell, City Manager

Honorable Mayor and City Council

From: Kyle D. Hockersmith, P.E. - Director of Public Works

Subject: City Council to Consider for Approval Bid #16-028 for the Annual Street Striping Contract from Stripe Lines as primary vendor and Batterson as secondary vendor. Funding Source is the general operations budget of the Public Works Streets Division funds with an estimated annual cost of \$99,752. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. BACKGROUND:

- A. The Public Works Department Traffic Division is responsible for the maintenance and repair of pavement markings and striping.
- B. In Order to Maintain or Repair Public Infrastructure the Traffic Division must work with various contractors to assist them in the installation of striping and pavement markings throughout the City.
- C. Bids for Annual Street Striping may be solicited annually.
- D. The Annual Bids for Street Striping were solicited on June 2, 2016. Bids were solicited for various widths and colors of thermoplastic solid and broken pavement striping, various colors and styles raised pavement markings; various styles of thermoplastic arrows and words, various pavement marking removal, and various pavement sealer. Based upon bid tabulation analysis, the following vendors were ranked in order of best value:
 - 1. Stripe Lines
 - 2. Batterson
 - 3. Professional Traffic Control
- E. Stripe Lines was the lowest bidder that met specifications and presented the best value.

- F. Batterson came in as second, and will be considered as a backup. It is imperative that the city have a contract with a second respondent in case that the main vendor cannot fulfill a request in a timely manner.
- G. Stripes and Stops was non-responsive.
- H. This agreement has renewal option up to a three year term. The city has the ability to cancel this contract for any reason that best serves the public interest. The contract may be then rebid.

II. CURRENT SITUATION:

The City Council should approve the Annual Street Striping Contracts to the first and second best value bidders that conform to the specifications in bid #16-028; Stripe Lines, and Batterson.

III. ISSUES

- 1. Cost - what is the cost to the city?
- 2. Timing - when is it needed?
- 3. Departmental Improvements - those changes to the department that will improve the financial systems and techniques of the department.

IV. RECOMMENDATIONS:

Approve the Annual Street Striping Contracts to the first and second best value bidders that conformed to the specifications in bid #16-028; Stripe Lines, and Batterson.

- 1. Cost – Estimated around \$99,752.00 annually.
- 2. Timing – contract is needed as soon as possible.
- 3. Departmental Improvements – will provide the City with improved pavement markings, enhancing the safety and appearances of the street system, and will allow staff to be utilized on other public works projects and duties.

V. ALTERNATIVES:

A. Approve the Annual Street Striping Contracts to the first and second best value bidders that conformed to the specifications in bid #16-028; Stripe Lines, and Batterson.

- 1. Cost – Estimated around \$99,752.00 annually.
- 2. Timing – contract is needed as soon as possible.
- 3. Departmental Improvements – will provide the City with improved pavement markings, enhancing the safety and appearances of the street system, and will allow staff to be utilized on other public works projects and duties.

B. Do Not Approve the Annual Street Striping Contracts to the first and second best value bidders that conformed to the specifications in bid #16-028; Stripe Lines, and Batterson.

- 1. Cost – Estimated around \$99,752.00 annually.

2. Timing – perform the needed work on a much smaller scale utilizing in house staff,
3. Departmental Improvements – will provide the City with minimal improved pavement markings over longer period of time since staff will be using traffic paint instead of thermoplastic striping which has a longer lifespan.

VI. FISCAL IMPACT REPORT:

Requested by:

Kyle D. Hockersmith, P.E.
Director of Public Works

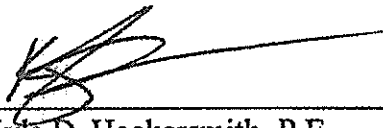
Funding Source:

Public Works Division Various Operating Budgets

Name of Account:

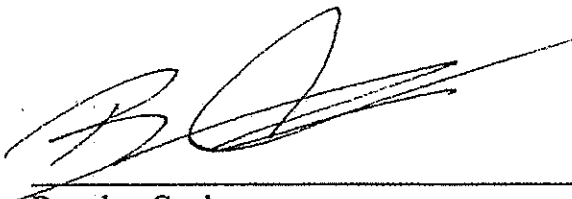
General Operations Budget

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Forwarded for Approval,



Brandon Cook
Interim Director of Public Infrastructure

Opened by: Gwyenthea Pope

Witnessed by: Susan Serrano

CITY OF GALVESTON, TEXAS
TABULATION SHEET FOR: STREET STRIPING

BID # 16-029

BID OPEN: June 2, 2016 @ 11 a.m.

PUBLIC WORKS DEPARTMENT

BIDDER:	RECEIVED: DATE & TIME	Batterson	Professional Traffic Control	Strip Lines	Stripes and Stops
	ORIGINAL & 1 COPY			6/2/16 @ 11:00 AM	
	INVITATION TO BID	yes	yes	yes	
	ATTACHMENTS A, B, & C	yes	yes	yes	
	DOCUMENT 435	yes	yes	yes	
	Addendum I	yes	yes	yes	
	Bid Bond	yes	yes	yes	
ITEM DESCRIPTION	APPROX. QTY IN	UNIT PRICE	TTL BID AMT	UNIT PRICE/TTL BID AMT	TTL BID
TY-1 - 4" Yellow Line Solid (TxDOT Spec 666)	30000	\$0.35	\$10,500.00	\$0.35	\$9,900.00
TY-1 - 4" White Line Solid (TxDOT Spec 666)	5000	\$0.42	\$2,100.00	\$0.33	\$1,650.00
TY-1 - 4" Yellow Broken (TxDOT Spec 666)	30000	\$0.35	\$10,500.00	\$0.33	\$9,900.00
TY-1 - 4" White Broken (TxDOT Spec 666)	5000	\$0.42	\$2,100.00	\$0.35	\$1,750.00
4" Pavement Marking Removal (TxDOT Spec 666)	5000	\$0.31	\$1,550.00	\$0.20	\$1,000.00
4" Pavement Marking Sealer (TxDOT Spec 666)	5000	\$0.06	\$300.00	\$0.05	\$250.00
TY-1 - 6" Yellow Line Solid (TxDOT Spec 666)	3500	\$0.44	\$1,540.00	\$0.40	\$1,400.00
TY-1 - 6" White Line Solid (TxDOT Spec 666)	5000	\$0.44	\$2,200.00	\$0.40	\$2,000.00
TY-1 - 6" Yellow Broken (TxDOT Spec 666)	3500	\$0.44	\$1,540.00	\$0.45	\$1,575.00
TY-1 - 6" White Broken (TxDOT Spec 666)	5000	\$0.44	\$2,200.00	\$0.45	\$2,250.00
6" Pavement Marking Removal (TxDOT Spec 666)	1000	\$0.46	\$460.00	\$0.30	\$300.00
6" Pavement Marking Sealer (TxDOT Spec 666)	1000	\$0.08	\$80.00	\$0.08	\$80.00
TY-1 - 8" Yellow Line Solid (TxDOT Spec 666)	100	\$1.10	\$110.00	\$1.00	\$100.00
TY-1 - 8" White Line Solid (TxDOT Spec 666)	100	\$1.10	\$110.00	\$1.50	\$150.00
TY-1 - 8" Yellow Broken (TxDOT Spec 666)	100	\$1.10	\$110.00	\$1.50	\$150.00
TY-1 - 8" White Broken (TxDOT Spec 666)	100	\$1.10	\$110.00	\$0.40	\$40.00
8" Pavement Marking Removal (TxDOT Spec 666)	100	\$0.65	\$65.00	\$0.12	\$12.00
8" Pavement Marking Sealer (TxDOT Spec 666)	100	\$0.14	\$14.00	\$2.65	\$265.00
TY-1 - 12" Yellow Line Solid (TxDOT Spec 666)	100	\$2.50	\$250.00	\$2.20	\$10,560.00
TY-1 - 12" White Line Solid (TxDOT Spec 666)	4800	\$2.20	\$10,560.00	\$0.50	\$1,000.00
12" Pavement Marking Removal (TxDOT Spec 666)	2000	\$0.72	\$1,440.00	\$0.15	\$15.00
12" Pavement Marking Sealer (TxDOT Spec 666)	100	\$0.39	\$39.00	\$4.00	\$400.00
TY-1 - 24" Yellow Line Solid (TxDOT Spec 666)	100	\$5.00	\$500.00	\$3.90	\$39,000.00
TY-1 - 24" White Line Solid (TxDOT Spec 666)	10000	\$4.40	\$44,000.00	\$0.80	\$1,600.00
24" Pavement Marking Removal (TxDOT Spec 666)	2000	\$1.10	\$2,200.00	\$0.50	\$50.00
24" Pavement Marking Sealer (TxDOT Spec 666)	100	\$0.61	\$61.00		

BIDDER:					
RECEIVED: DATE & TIME	Batterson	6/7/2016 @ 3:38 PM			
ORIGINAL & 1 COPY	yes				
INVITATION TO BID	yes				
ATTACHMENTS A, B & C	yes				
DOCUMENT 435	yes				
Addendum I	yes				
Bid Bond	yes				
RPM TYPE II AA Removal (TxDOT Spec 677)	100	\$0.68	\$68.00		
RPM TYPE II IC (TxDOT Spec 672)	100	\$4.10	\$410.00		
RPM TYPE II IC Removal (TxDOT Spec 677)	100	\$0.68	\$68.00		
RPM TYPE II BB (TxDOT Spec 672)	100	\$4.10	\$410.00		
RPM TYPE II BB Removal (TxDOT Spec 677)	100	\$0.68	\$68.00		

City of Galveston



Public Works Department
P.O. Box 779 / Galveston, Texas 77553

December 5, 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: Seeking City Council to ratify the City Manager's action approving a contract with B & L Contracting, LLC, United Rentals, Inc., HSI Services, Inc., and Holes Incorporated, to facilitate the emergency repairs to the dewatering and backflow prevention project located at 10 South Shore Drive due to public safety concerns in the amount of \$97,883.82 consistent with Sec. 252.022 (a) (2) of the local Government Code.

BACKGROUND ON SUBJECT:

- A. This location was determined as the pilot project location for the installation of the backflow prevention devices on the existing storm drainage system outfalls. The existing storm drain system is impacted by tidal water such that during average tide events minor flooding in the lower lying streets occurs. Some of the most impacted areas are at or near Avenue Q and Saladia. The location for this pilot program was determined by the following criteria: severity of existing street and public area flooding during tidal and storm events; the number of impacted residents and property; and the frequency of tidal impacts to the existing storm drainage system.
- B. Staff has conducted numerous internal and external discussions regarding the tidal impacts to the storm drainage system and have determined that mechanical storm water pump systems would solve the tidal impacts with the properly designed and constructed infrastructure at the subject storm drainage system outfall. Through careful consideration, review of particular concerns and preparation of a probable estimate for construction cost, it was determined that this option was not able to be currently funded. As a subsequent effort to mitigate the negative tidal impacts, Staff identified

an alternative to mechanical storm pump systems. The alternative solution was backflow prevention devices, placed internally inside the existing storm drainage system outfall. City staff conducted numerous design and construction meetings with internal staff, external sources and product manufacturers and it was determined that this system might be an acceptable alternative to mitigate the tidal impacts and able to be currently funded. It was further determined that City forces would be utilized to install the backflow devices.

- C. Staff discussed the procedures for procurement of the backflow prevention devices and it was determined that the street and public area flooding created a public safety hazard and the acquisition of the backflow prevention devices was exempt from competitive bidding under the Texas Local Government Code 252.022(2). Staff further discussed and determined the product that provided the best value for the City of Galveston. Best value to the City of Galveston was determined through price, estimated product longevity, anticipated performance and product case studies from all practical vendors of similar back flow devices. The selected vendor for the backflow devices was WAPRO. WAPRO agreed to allow the City, under a demonstration period where the City would be allowed to install the devices at no charge. This trial period was provided to the City in order to determine the success of the devices under which trial period the City would not be responsible for the cost of the devices should they not perform as promised. Key discussion points and characteristics which would be the basis for success of the installed devices were the following: the device(s) must open under a tidal submersion condition equal to or greater than expected highest tide at location; backflow device will open with minimal water inside the pipe while submerged in a high tide condition; current condition of tide water flooding entering our street system through curb inlets in low lying areas would be eliminated; current condition of standing water at curb inlets and drains during rain events would be reduced and the time to drain off would be reduced.
- D. As part of the necessary items for City forces to install the devices, the City rented portable water dams for use in creating a dam in the bayou outlet to allow for removal of water from the storm drainage system. This dewater zone was for the provision of a relatively dry work zone to construct the necessary infrastructure for the devices to be installed. The water barrier vendor representative was on site during the initial installation to provide expert advice on installation of the barriers.

CURRENT SITUATION:

- A. As Staff was working to dewater the work zone so that the back flow devices could be installed into the existing drainage outfalls, it became apparent that the amount of water inside the drainage system was greater than anticipated. Original estimates of the amount of water inside the system would require between 12 to 18 hours of dewatering time with the

pumps that the City had on hand. After over 24 hours of pumping, the level of water inside the system had been reduced by only 15-20%. Staff continued to operate the pumps on a 24-hour basis with rotating shifts so that Staff was present during all hours of operation. After the second full day of pumping, the water inside the drainage system had been reduced further but over 70% of the system remained full of storm water. It became apparent at this time that more pumping capacity was needed in order to properly dewater the work zone. An additional pump was ordered and put into place removing water from the drainage system. In addition to the added pumping capacity needed, Staff began to investigate the possibility of a drainage system cross connection with a separate drainage basin which may have been contributing water into the system. Staff met to discuss possible locations where this cross connection might exist and Staff proceeded to field verify every possibility. One cross connection was identified and pneumatic plugs were inserted to isolate the source of water. Upon continued observation of the rate of dewatering at the outfall location, it was realized that the cross connection isolation provided some relief to the water that was being introduced into the drainage system but was not the only contributing factor. It was at this realization that Staff began testing the storm water for chlorine content. The water was tested at the outfall location first and a chlorine residual was observed. The evidence of chlorine in the storm water suggested a water line leak was contributing to the influx of water into the drainage system. Staff conducted multiple chlorine tests of the storm water inside the system at manhole and inlet locations throughout the drainage system tracking the magnitude of chlorine residual inside the system. It was determined that the area where the strongest chlorine residual was near Avenue Q and Saladia.

- B. During the beginning of the dewatering phase of the project, when it was determined that the original pumping capacity was not enough to overcome the influx of storm water entering the system, the original placement of the portable water dams failed. During high tide, the pressures on the bag created uncontrollable water jets under the bottom and sides of the barrier. This water jet condition was observed and Staff made every effort possible to stop this from occurring. Staff was unable to control this water jetting under the barrier and ultimately the system failed at the base of the bag due to the bearing substrate becoming undermined by the movement of water passing under the bag. The barrier failed resulting in the outfall rapidly filling with water and the barrier tearing becoming badly damaged. Staff reacted to this failure by immediately contacting a local contractor, B & L Contracting, LLC.
- C. B & L Contracting, LLC was contacted and they responded to the emergency promptly to restore the infrastructure necessary to bring the work zone and existing storm drainage system back into a safe and working condition. Upon full restoration of the infrastructure, dewatering activities were resumed with additional pumping capacity due to the influx of water having not been located at this time. B & L Contracting continued work

with the City of Galveston to assist in locating the water leak. B & L Contracting was contacted by Staff prior to Staff commencing work on this project requesting equipment and labor pricing. Staff determined that it would be prudent to have an emergency plan in place should the need arise. B & L Contracting, LLC has conducted work with the City of Galveston in the past and has a proven work history with the City.

- D. Staff continued discussions both internally and with the Vendor and an alternate installation point was suggested due to dewatering concerns at the original installation location. Staff made arrangements and conducted work to excavate and cut into the top of the existing concrete drainage system near the existing pavement at the same general location. Staff requested Holes Incorporated to assist Staff in cutting the top of the concrete drainage system. Staff selected three concrete saw cutting companies to obtain quotes and only Holes Incorporated was able to respond in an emergency situation and the resulting price quoted was \$2,400.00. Staff has used this company in the past and Holes Incorporated has an excellent work history with the City of Galveston.
- E. During continued conversations with the Vendor and conference calls with the Manufacturer engineers, it was discovered that the water pressure required to open the device in a submerged condition would be a differential water pressure. This raised concern immediately since one of the characteristics of success determined and agreed upon between the City of Galveston and the Vendor was that the device would open with minimal water pressure inside the pipe when submerged in a high tide situation. The requirement of differential water pressure ultimately would result in the amount of water pressure required to open the valve be greater than the water pressure from the high tide, resulting in a greater level of water in the pipe than the equivalent water level of the tide. Staff informed City Management of this new discovery of operation characteristic and a phone conference with the Vendor and City Management was coordinated. During this phone conference, City Management and Staff verified that differential water pressure was correct, and Staff calculated and exhibited by drawings that the street flooding would worsen due to this additional water height required to open the device in high tide conditions. Additionally, Staff verified with the Vendor that the original design and project discussions were based on the Vendor statement that the backflow devices would open with minimal water in the system when the devices were submerged in a high tide event, which the Vendor did state he was incorrect in stating that information. Staff continued to query the Vendor, during this phone conference, on where a proper installation would be for the devices. Upon conclusion of this phone conference, City Management made the decision to cease work on the backflow device installation due to the Vendor verified worsening of current flooding conditions from the proposed backflow device installation. Staff has made request to Vendor to return the devices at no charge to the City of Galveston under the agreement

made due to device characteristics and performance not being as originally stated.

- F. Staff continued to work to locate the suspected water leak and mobilized a crew to begin searching for the leaking water line. Additionally, Staff procured the help of a professional engineering firm specializing in acoustical water leak detection. Through the acoustical water leak detection process, archived map research and other methods of investigation, the water leak was identified and repaired. The water line leak was located inside the drainage system near Avenue Q and Saladia and the size of the line was a 10-inch water line. The estimated amount of water loss into the drainage system was calculated to be around 3,000 gallons per minute or around 4 million gallons per day. Since the repair of the water line, daily consumption data has been reviewed and checked with historical daily consumption data, and the resulting overall reduction in daily consumption has dropped on average 3 million gallons per day to date. The resulting cost savings to the City from this singular repair will result in around \$625,000.00 per year at current water rates and all other cost variables remain constant.
- G. In reflection of the project and all the work that was conducted, Staff: has developed a greater understanding of the current storm drainage system; located and isolated a drainage system cross connection; located and properly mapped new, previously unknown drainage infrastructure; developed a more thorough knowledge of tidal impacts to the drainage system and proper application of backflow devices; determined that at this particular location the only alternative to mitigate the tidal impacts to the system is to design and construct a mechanical storm water pump station; determined that a water line leak was contributing water into the storm system; located and repaired the water line leak ultimately resulting in annual cost savings.
- H. Summary of required services:
 - i. HSI Services, Inc. - \$3,060.00
 - ii. Holes Incorporated - \$2,400.00
 - iii. United Rentals, Inc. - \$11,416.30
 - iv. B & L Contracting , LLC - \$81,007.52

ALTERNATIVES:

- A. ALTERNATIVE #1: Ratify the City Manager's action approving a contract with B & L Contracting, LLC, United Rentals, Inc., HSI Services, Inc., and Holes Incorporated, to facilitate the emergency repairs to the dewatering and backflow prevention project located at 10 South Shore Drive due to public safety concerns in the amount of \$97,883.82 consistent with Sec. 252.022 (a) (2) of the local Government Code..
- B. ALTERNATIVE #2: Do not ratify the City Manager's action approving a contract with B & L Contracting, LLC, United Rentals, Inc., HSI Services, Inc., and Holes Incorporated, to facilitate the emergency repairs to the

dewatering and backflow prevention project located at 10 South Shore Drive due to public safety concerns in the amount of \$97,883.82 consistent with Sec. 252.022 (a) (2) of the local Government Code.

C. STAFF RECOMMENDATION: ALTERNATIVE # 1:

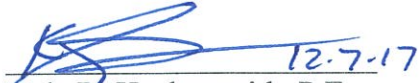
FISCAL IMPACT:

Requested by: Kyle D. Hockersmith, P.E. – Director of Public Works

Funding Source: Drainage Improvement Fund

Costs of Implementation: \$97,883.82

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:



Brandon Cook
Assistant City Manager

Invoice

HSI Services, Inc.

41232 Park 290 Drive. Bldg A
Waller, TX 77484

Date	Invoice #
11/28/2017	2017AB3101D

Bill To

City of Galveston
823 Rosenberg
Galveston, TX 77533

Ship To

402 30th Street
Galveston, TX 77550

P.O. No.	Terms	Due Date	Ship Date	Project #
Bayou outfall	Net 10	11/28/2017	11/28/2017	9056

Description	Qty	U/M	Rate	Amount
Damages 8ft x 18ft x 50ft Aqua Barriers #826 - Barrier has large L shaped cut near the baffle seam. Barrier will have to be cut down by 17 feet. discount of \$20 per lf.	17		200.00	3,400.00T
			-340.00	-340.00
FINAL INVOICE Payment of this invoice will constitute full and final payment Sales Tax			0.00%	0.00

(936) 372-1222	www.hydrologicalsolutions.com
----------------	-------------------------------

Total	\$3,060.00
Payments/Credits	\$0.00
Balance Due	\$3,060.00

HOLES INCORPORATED

9911 Franklin Road
Houston, TX 77070

(281) 469-7070
(281) 469-6207 Fax

CITY OF GALVESTON
P O BOX 779
GALVESTON, TX 77553

INVOICE

INVOICE NO: 120694
INVOICE DATE: 11/08/17
PAYMENT TERMS: NET 30
CUSTOMER #: CITYOFGL
PURCH ORDER #: 287414
JOB REQUEST #: 287414
ORDERED BY: KYLE HOCKERSMITH

JOB SITE:
10 SOUTH SHORE DR.
GALVESTON 77551, TX

QTY	ITEM	DESCRIPTION OF WORK	UNIT PRICE	AMOUNT
12.00	CD	CORE DRILLING (3) 6" X 9" DEEP	200.000HR	2,400.00

Questions regarding an invoice or payment? Contact us at AR@holesinc.com

SUBTOTAL:	\$2,400.00
SALES TAX:	\$0.00
TOTAL:	\$2,400.00

Thank You

[illegible]



PUMP SOLUTIONS
BRANCH 136
3517 1ST AVENUE NORTH
TEXAS CITY TX 77590-6605
409-948-2476
409-948-2156 FAX



RENTAL CREDIT MEMO

151398496-002

Job Site
Address

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553
Office: 409-797-3500 Job: 409-797-3500

Customer # : 7205095
Credit Date : 11/27/17
Credit Inv : 151398496-001
UR Job Loc : GALVESTON
UR Job # : PS-AIRPORT
Customer Job ID:
P.O. # : P-CARD
Ordered By : WALTER HAWKINS
Reserved By : KEVIN TOLER
Salesperson : KEVIN TOLER

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553-0779

Invoice Amount: \$1,941.36-

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84902
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10281724	PUMP 6" SUPER VAC ASSIST - DIESEL Make: PIONEER Model: PP66S14L716068 Serial: PP28802 Meter out: .00 Meter in: .00	400.00	400.00	700.00	2100.00	1,400.00-
1	538/2930	HOSE 8X20 RUBBER SUCTION - QC	70.00	70.00	140.00	400.00	280.00-
1	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	60.00	60.00	120.00	360.00	240.00-
1	545/1105	STRAINERS (ALL SIZES)	.01	.01	.01	.01	.01-
						Rental Subtotal:	1,920.01-

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX [DRSURT/MCI]	3.147	EACH	3.15-
1	TEXAS DIESEL TAX [TXDSL/MCI]		EACH	N/C
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] Reason: INPUT ERROR CREDIT	18.200	EACH	18.20-

PAYMENT HISTORY

DATE	TYPE	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
10/23/17	MASTERCARD	**3289	046832	CHARGED		1000.00
11/07/17	MASTERCARD	**3289	064600	CHARGED		1000.00
11/07/17	PAY ON RETURN					
11/07/17	MASTERCARD	**3289		CREDITED		58.64-

Sales/Misc Subtotal: 21.35-
Agreement Subtotal: 1,941.36-
Total: 1,941.36-

COMMENTS/NOTES:

CUSTOMER WILL PICK UP

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



PUMP SOLUTIONS
BRANCH I36
3517 1ST AVENUE NORTH
TEXAS CITY TX 77590-6605
409-948-2476
409-948-2156 FAX



RENTAL RETURN INVOICE

151398496-001

Job Site Address
CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553
Office: 409-797-3500 Job: 409-797-3500

Customer # : 7205095
Invoice Date : 11/07/17
Rental Out : 10/23/17 02:33 PM
Rental In : 11/06/17 10:35 AM
UR Job Loc : GALVESTON
UR Job # : PS-AIRPORT
Customer Job ID:
P.O. # : P-CARD
Ordered By : WALTER HAWKINS
Reserved By : KEVIN TOLER
Salesperson : KEVIN TOLER

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553-0779

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10281724	PUMP 6" SUPER VAC ASSIST - DIESEL Make: PIONEER Model: PP66S14L716068 Serial: PP28802 Meter out: 4281.50 Meter in: 4301.00	400.00	400.00	700.00	2100.00	1,400.00
1	538/2930	HOSE 8X20 RUBBER SUCTION - QC	70.00	70.00	140.00	400.00	280.00
1	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	60.00	60.00	120.00	360.00	240.00
1	545/1105	STRAINERS (ALL SIZES)	.01	.01	.01	.01	.01
Rental Subtotal:							1,920.01

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX [DRSURT/MCI]	3.147	EACH	3.15
1	TEXAS DIESEL TAX [TXDSL/MCI]		EACH	N/C
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	18.200	EACH	18.20

PAYMENT HISTORY

DATE	TYPE	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
10/23/17	MASTERCARD	**3289	046832	CHARGED		1000.00
11/07/17	MASTERCARD	**3289	064600	CHARGED		1000.00
11/07/17	PAY ON RETURN					
11/07/17	MASTERCARD	**3289		CREDITED	58.64	

Sales/Misc Subtotal: 21.35
Agreement Subtotal: 1,941.36
Total: 1,941.36
Deposit: 2,000.00
Amount refunded: 58.64

COMMENTS/NOTES:

CUSTOMER WILL PICK UP

Amount refunded to customer: 58.64

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



PUMP SOLUTIONS
BRANCH I36
3517 1ST AVENUE NORTH
TEXAS CITY TX 77590-6605
409-948-2476
409-948-2156 FAX



RENTAL RETURN INVOICE

151496722-001

Job Site Address
CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553
Office: 409-797-3500 Job: 409-797-3500

Customer # : 7205095
Invoice Date : 11/08/17
Rental Out : 10/25/17 02:25 PM
Rental In : 11/06/17 10:34 AM
UR Job Loc : GALVESTON
UR Job # : PS-AIRPORT
Customer Job ID:
P.O. # : WALTER HAWKINS
Ordered By : WALTER HAWKINS
Reserved By : KEVIN TOLER
Salesperson : KEVIN TOLER

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553-0779

Invoice Amount: \$3,933.92

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84902
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	NC8PD88300	PUMP 8" SUPER VAC ASSIST - DIESEL Make: PIONEER Model: PP88S12L71-D914 Serial: 20233 Meter out: 4377.30 Meter in: 4579.80	400.00	400.00	720.00	2100.00	1,440.00
						Meter chg:	1,440.00
1	538/2930	HOSE 8X20 RUBBER SUCTION - QC	70.00	70.00	135.00	400.00	270.00
1	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	60.00	60.00	120.00	360.00	240.00
1	545/1105	STRAINERS (ALL SIZES)	.01	.01	.01	.01	.01
Rental Subtotal:							3,390.01
SALES/MISCELLANEOUS ITEMS:		Item	Price	Unit of Measure	Extended Amt.		
Qty							
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	6.474	EACH	6.47		
1	TEXAS DIESEL TAX	[TXDSL/MCI]		EACH	N/C		
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	37.440	EACH	37.44		
1	PICKUP CHARGE		500.000	EACH	500.00		
Sales/Misc Subtotal:							543.91
Agreement Subtotal:							3,933.92
Total:							3,933.92

COMMENTS/NOTES:

WALTER HAWKINS

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



PUMP SOLUTIONS
BRANCH I36
3517 1ST AVENUE NORTH
TEXAS CITY TX 77590-6605
409-948-2476
409-948-2156 FAX



RENTAL RETURN INVOICE

151490138-001

JOB SITE
Address

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553
Office: 409-797-3500 Job: 409-797-3500

Customer # : 7205095
Invoice Date : 11/07/17
Rental Out : 10/25/17 01:01 PM
Rental In : 11/06/17 10:38 AM
UR Job Loc : GALVESTON
UR Job # : PS-AIRPORT
Customer Job ID:
P.O. # : PCARD
Ordered By : WALTER HAWKINS
Reserved By : KEVIN TOLER
Salesperson : KEVIN TOLER

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553-0779

Invoice Amount: \$960.00

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84902
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
4	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	53.00	53.00	120.00	360.00	960.00
Rental Subtotal:							960.00
Agreement Subtotal:							960.00
Total:							960.00

COMMENTS/NOTES:

XXXXXXXXXXXX9646
11/18
156
WALTER HAWKINS

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



PUMP SOLUTIONS
BRANCH I36
3517 1ST AVENUE NORTH
TEXAS CITY TX 77590-6605
409-948-2476
409-948-2156 FAX



RENTAL RETURN INVOICE

151496739-001

Job Site Address

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553
Office: 409-797-3500 Job: 409-797-3500

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553-0779

Customer # : 7205095
Invoice Date : 11/07/17
Rental Out : 10/25/17 02:29 PM
Rental In : 11/06/17 10:38 AM
UR Job Loc : GALVESTON
UR Job # : PS-AIRPORT
Customer Job ID:
P.O. # : WALTER HAWKINS
Ordered By : WALTER HAWKINS
Reserved By : KEVIN TOLER
Salesperson : KEVIN TOLER

Invoice Amount: \$480.00

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84902
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
2	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	60.00	60.00	120.00	360.00	480.00
Rental Subtotal:							480.00
Agreement Subtotal:							480.00
Total:							480.00

COMMENTS/NOTES:

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



PUMP SOLUTIONS
BRANCH 136
3517 1ST AVENUE NORTH
TEXAS CITY TX 77590-6605
409-948-2476
409-948-2156 FAX



RENTAL RETURN INVOICE

151709830-001

Job Site
Address

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553
Office: 409-797-3500 Job: 409-797-3500

Customer # : 7205095
Invoice Date : 11/07/17
Rental Out : 10/31/17 04:51 PM
Rental In : 11/06/17 10:33 AM
UR Job Loc : GALVESTON
UR Job # : PS-AIRPORT
Customer Job ID:
P.O. # : P-CARD
Ordered By : WALTER HAWKINS
Reserved By : KEVIN TOLER
Salesperson : KEVIN TOLER

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553-0779

Invoice Amount: \$1,541.34

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84902
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	NPPD633012	PUMP 6" SUPER VAC ASSIST - DIESEL Make: PIONEER Model: PP66S14L716068 Serial: PP29222 Meter out: 2129.40 Meter in: 2170.00	400.00	400.00	700.00	2100.00	700.00
	Fit out 8" FB X 8" MB					Meter chg:	10.50
1	538/2930	HOSE 8X20 RUBBER SUCTION - QC	70.00	70.00	135.00	400.00	135.00
5	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	60.00	60.00	120.00	360.00	600.00
1	545/1105	STRAINERS (ALL SIZES)	.01	.01	.01	.01	.01

Rental Subtotal: 1,445.51

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	1.597 EACH	1.60
1	TEXAS DIESEL TAX	[TXDSL/MCI]	EACH	N/C
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	9.230 EACH	9.23
1	DELIVERY CHARGE	85.000	EACH	85.00

Sales/Misc Subtotal: 95.83

Agreement Subtotal: 1,541.34

Total: 1,541.34

COMMENTS/NOTES:

DELIVERED BY TREY
DELIVERED TO JOBSITE OFF OF BAYOU SHORE
DRIVE AND AVENUE P

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



PUMP SOLUTIONS
BRANCH 136
3517 1ST AVENUE NORTH
TEXAS CITY TX 77590-6605
409-948-2476
409-948-2156 FAX



RENTAL RETURN INVOICE

151741647-001

Job Site
Address

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553
Office: 409-797-3500 Job: 409-797-3500

Customer # : 7205095
Invoice Date : 11/07/17
Rental Out : 11/01/17 01:13 PM
Rental In : 11/06/17 09:34 AM
UR Job Loc : GALVESTON
UR Job # : PS-AIRPORT
Customer Job ID:
P.O. # : P-CARD
Ordered By : WALTER HAWKINS
Reserved By : KEVIN TOLER
Salesperson : KEVIN TOLER

CITY OF GALVESTON
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 779
GALVESTON TX 77553-0779

Invoice Amount: \$2,559.68

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84902
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	NPPD631059	PUMP 6" SUPER VAC ASSIST - DIESEL Make: PIONEER Model: PP66S14L71TCD91 Serial: PP28818 Meter out: 1776.46 Meter in: 1793.55 FIT OUT 8" F/B X 8" M/B	400.00	400.00	700.00	2100.00	700.00
1	538/2930	HOSE 8X20 RUBBER SUCTION - QC	70.00	70.00	135.00	400.00	135.00
1	545/1105	STRAINERS (ALL SIZES)	.01	.01	.01	.01	.01
6	538/6630	HOSE 8X50 LAYFLAT DISCHARGE - QC	60.00	60.00	120.00	360.00	720.00
1	545/1345	15' BRIDGE STYLE ROAD CROSSING	412.00	412.00	824.00	2434.00	824.00
Rental Subtotal:							2,379.01

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX [DRSURT/MCI]	1.573	EACH	1.57
1	TEXAS DIESEL TAX [TXDSL/MCI]		EACH	N/C
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	9.100	EACH	9.10
1	DELIVERY CHARGE	85.000	EACH	85.00
1	PICKUP CHARGE	85.000	EACH	85.00
Sales/Misc Subtotal:				180.67
Agreement Subtotal:				2,559.68
Total:				2,559.68

COMMENTS/NOTES:

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

B & L Contracting, LLC

6341 Stewart Rd. # 230
Galveston, TX 77551

Invoice

Date	Invoice #
11/1/2017	IN17-048

Bill To
City of Galveston Kyle Hockersmith 823 Rosenberg Galveston, TX 77550

P.O. No.	Terms	Project
	Due on receipt	1721- Bayou Shore Backflo...

Quantity	Description	U/M	Rate	Amount
1	Labor Cost SEE EXHIBIT "A"	ea	47,364.00	47,364.00
1	Equipment Cost SEE EXHIBIT "B"	ea	17,976.00	17,976.00
1	Materials Cost SEE EXHIBIT "C"	ea	15,667.52	15,667.52
			Total	\$81,007.52

City of Galveston
Project: Installation of Backflow Devices at Bayou Shore Drive
Project # 1721

				Wednesday 10/25/2017			Thursday 10/26/2017			Friday 10/27/2017			Saturday 10/28/2017			Sunday 10/29/2017			Monday 10/30/2017			Tuesday 10/31/2017		
				Straight	Overtime	Cost	Straight	Overtime	Cost	Straight	Overtime	Cost	Straight	Overtime	Cost	Straight	Overtime	Cost	Straight	Overtime	Cost	Straight	Overtime	Cost
Hourly Rate of Pay																								
Labor Classification	Straight	Overtime	Double																					
General Labor	22.5	33.75	45	8	8	\$ 450.00	8	10	\$ 517.50	8	8	\$ 450.00		8	\$ 270.00		8	\$ 270.00	8	6	\$ 382.50	8	4	\$ 315.00
General Labor	22.5	33.75	45			\$ -			\$ -	8	8	\$ 450.00		8	\$ 270.00		8	\$ 270.00	8	6	\$ 382.50	8	4	\$ 315.00
General Labor	22.5	33.75	45			\$ -			\$ -	8	8	\$ 450.00		8	\$ 270.00		8	\$ 270.00	8	6	\$ 382.50	8	4	\$ 315.00
Semi Skilled Labor	26	39	52	8	8	\$ 520.00	8	6	\$ 442.00			\$ -		\$ -		\$ -	8	6	\$ 442.00	8	4	\$ 364.00		
Skilled Labor	32	48	64	8	8	\$ 640.00	8	6	\$ 544.00	8	8	\$ 640.00		\$ -		\$ -		\$ -		\$ -		\$ -		
Skilled Labor	32	48	64			\$ -	8	6	\$ 544.00	8	8	\$ 640.00		\$ -		\$ -	8	6	\$ 544.00	8	4	\$ 448.00		
Skilled Labor	32	48	64			\$ -			\$ -	8	8	\$ 640.00		\$ -		\$ -	8	6	\$ 544.00			\$ -		
Form Setter	35	52.5	70			\$ -			\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	8	4	\$ 490.00	
Form Setter	35	52.5	70			\$ -	8	4	\$ 490.00			\$ -		\$ -		\$ -		\$ -		\$ -	8	4	\$ 490.00	
Form Setter	35	52.5	70			\$ -			\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	8	4	\$ 490.00	
Form Setter	35	52.5	70			\$ -			\$ -			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
Operator Equipment	45	67.5	90	8	8	\$ 900.00	8	4	\$ 630.00	8	8	\$ 900.00		\$ -		\$ -	8	6	\$ 765.00	8	4	\$ 630.00		
Truck Driver	22	33	44	8	8	\$ 440.00			\$ -			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
Field Foreman	85	127.5	170	8	10	\$ 1,955.00	8	10	\$ 1,955.00	8	8	\$ 1,700.00		\$ -		\$ -	8	6	\$ 1,445.00	8	4	\$ 1,190.00		
Field Foreman	85	127.5	170			\$ -	8	6	\$ 1,445.00	8	8	\$ 1,700.00		\$ -		\$ -	8	10	\$ 1,955.00	8	4	\$ 1,190.00		
Project Manager	98	147	196	8	10	\$ 2,254.00	8	10	\$ 2,254.00	8	10	\$ 2,254.00		10	\$ 1,470.00		10	\$ 1,470.00	8	10	\$ 2,254.00	8	6	\$ 1,666.00
				56	60	\$ 7,159.00	72	62	\$ 8,821.50	80	82	\$ 9,824.00	0	34	\$ 2,280.00	0	34	\$ 2,280.00	80	68	\$ 9,096.50	96	50	\$ 7,903.00
																							Total Cost	\$ 47,364.00

B & L Contracting, LLC.
Exhibit "B"

City of Galveston
Project: Installation of Backflow Devices at Bayou Shore Drive
Project # 1721

Equipment

Type	Daily	Weekly	Monthly	Standby
Skid Steer Track	\$ 650.00	\$ 1,950.00	\$ 5,850.00	\$ 325.00
Mini Excavator	\$ 580.00	\$ 1,740.00	\$ 5,220.00	\$ 290.00
Excavator PC130	\$ 1,400.00	\$ 4,200.00	\$ 12,600.00	\$ 700.00
Concrete Saw 14"	\$ 150.00	\$ 450.00	\$ 1,350.00	\$ 75.00
Hand Tools (shovels, rakes, hammers etc.)	\$ 125.00	\$ 375.00	\$ 1,125.00	\$ 62.50
6500 Watt Generator	\$ 98.00	\$ 294.00	\$ 882.00	\$ 49.00
Light Tower	\$ 150.00	\$ 450.00	\$ 1,350.00	\$ 75.00
Electric Submersible Pump	\$ 65.00	\$ 195.00	\$ 585.00	\$ 32.50
2" Trash Pump	\$ 86.00	\$ 258.00	\$ 774.00	\$ 43.00
3" Trash Pump	\$ 112.00	\$ 336.00	\$ 1,008.00	\$ 56.00
Layflat Hose Discharge w/Camlock	\$ 32.00	\$ 96.00	\$ 288.00	\$ 16.00
Suction Hose w/strainer	\$ 45.00	\$ 135.00	\$ 405.00	\$ 22.50
Shallow Water Boat	\$ 650.00	\$ 1,950.00	\$ 5,850.00	\$ 325.00

Day	Cost	Week	Cost	Standby	Cost	Total Cost
	\$ -	2	\$ 3,900.00		\$ -	\$ 3,900.00
1	\$ 580.00		\$ -	6	\$ 1,740.00	\$ 2,320.00
1	\$ 1,400.00		\$ -	6	\$ 4,200.00	\$ 5,600.00
1	\$ 150.00		\$ -	6	\$ 450.00	\$ 600.00
	\$ -	2	\$ 750.00		\$ -	\$ 750.00
2	\$ 196.00		\$ -	5	\$ 245.00	\$ 441.00
	\$ -	2	\$ 900.00		\$ -	\$ 900.00
	\$ -		\$ -	7	\$ 227.50	\$ 227.50
	\$ -		\$ -	7	\$ 301.00	\$ 301.00
	\$ -		\$ -	7	\$ 392.00	\$ 392.00
	\$ -		\$ -	7	\$ 112.00	\$ 112.00
	\$ -		\$ -	7	\$ 157.50	\$ 157.50
	\$ -	1	\$ 1,950.00	1	\$ 325.00	\$ 2,275.00
TOTAL COST						\$ 17,976.00

B & L Contracting, LLC.
Exhibit "C"

City of Galveston

Project: Installation of Backflow Devices at Bayou Shore Drive

Project # 1721

Materials		
16d Bright Duplex Nails 50 lb	\$ 54.60	box
8d Bright Duplex Nails 50lb	\$ 54.60	box
Deck Mate #9 x 3" Screw	\$ 26.42	5 lb box
2" x 4" x 8' # 2 Yellow Pine	\$ 4.52	ea
2" x 4" x 16' # 2 Yellow Pine	\$ 9.33	ea
2" x 12" x 16' # 2 Yellow Pine	\$ 24.54	ea
Hydraulic Cement	\$ 65.56	50 lb pail
Masonry Bit	\$ 33.60	ea
Plywood 4' x 8'	\$ 42.00	ea
Spray Foam Kit	\$ 810.00	ea
3/8" x 6" Stainless Steel L-Bolt w/ nut, washer	\$ 65.56	ea
1/2" x 6" Stainless Steel L-Bolt w/ nut washer	\$ 76.80	ea
14" x 26" White Sand bag	\$ 1.00	ea
Sakcrete Concrete Mix 80lb Bag	\$ 4.71	ea
Quickcrete Fast Set Concrete 50lb Bag	\$ 8.67	ea
Sakcrete Fast Set Concrete Mix 40lb Bag	\$ 8.71	ea
Poly Sheet 6 Mil	\$ 107.80	ea
Orange Safety Barrier 4' x 100'	\$ 31.86	ea
3" x 21' STD BLK Pipe	\$ 5.15	lf
6" x 4" Bell	\$ 156.86	ea
4" Alum CamLock Female	\$ 17.98	ea
4" Alum CamLock Male	\$ 17.38	ea
1" x 100' Poly Rope	\$ 223.37	rl
6" x 4" Blk Bell	\$ 98.71	ea
4" Camlock Gasket	\$ 1.04	ea
3" - 4" x 6 Round Wood Post	\$ 35.02	ea

Qty	Cost
1	\$ 54.60
1	\$ 54.60
1	\$ 26.42
60	\$ 271.20
28	\$ 261.24
12	\$ 294.48
50	\$ 3,278.00
4	\$ 134.40
40	\$ 1,680.00
2	\$ 1,620.00
32	\$ 2,097.92
20	\$ 1,536.00
2500	\$ 2,500.00
42	\$ 197.82
16	\$ 138.72
26	\$ 226.46
2	\$ 215.60
1	\$ 31.86
42	\$ 216.30
1	\$ 156.86
2	\$ 35.96
2	\$ 34.76
1	\$ 223.37
1	\$ 98.71
2	\$ 2.08
8	\$ 280.16
Total Cost	\$ 15,667.52

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

October 12, 2017

To: Brian Maxwell, City Manager

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: CONSIDER FOR Approval: The proposal from Hydrological Solutions, Inc. for the rental of two Aqua Barriers for use in dewatering the project location for installation of backflow prevention devices at Offatts Bayou near the location of Bayou Shores Drive and Avenue P in the amount of \$6,784.00.

BACKGROUND ON SUBJECT:

- A. The Public Works Streets & Drainage Department is responsible for the repair and maintenance of the streets & drainage systems within the City.
- B. No backflow prevention device currently exists at this particular location which consists of three separate storm sewer outfalls.
- C. All of the storm sewer outfalls at this location are under water in varying depths requiring dewatering in order to perform the installation of the backflow prevention devices.

CURRENT SITUATION:

- A. Currently, the Street & Drainage Department is tasked with the repair and maintenance of the streets & drainage system.
- B. Currently, the Street & Drainage Departments are not able to perform the work required due to high water levels, and dewatering is required.
- C. Quotes were requested from three vendors: Hydrological Solutions, Inc., Dam-it Dams; and Rain for Rent.

- D. Hydrological Solutions, Inc. was the only vendor who replied with a quotation and was able to supply the product needed. Additionally, this vendor has provided product to local businesses in the past and references have been verified. Staff has reviewed the proposal finding the amount quoted to be fair and of value to the City.

ISSUES IN ORDER OF IMPORTANCE:

- A. We have an imminent need to maintain the street & drainage system.
- B. Not approving this proposal will result in the continued drainage impacts where standing water and slow runoff are the result of the existing conditions.

ALTERNATIVES:

- A. ALTERNATIVE #1: Approve proposal from Hydrological Solutions, Inc.
- B. ALTERNATIVE #2: Do not Approve proposal from Hydrological Solutions, Inc.
- C. STAFF RECOMMENDATION: ALTERNATIVE #1:

FUNDING IMPACTS:

Streets & Drainage general operations account and/or Drainage Equipment Rental account

Respectfully Submitted,

 10.12.17
Kyle D. Hockersmith, P.E.
Director of Public Works


for Brian Maxwell
City Manager

Hydrological Solutions, Inc.
Harnessing the Power of Water

Rental Quote

Quote Date	10/11/2017	Quote valid for	60 days
Company Name	City of Galveston	Attn	Kyle Hockersmith, P.E.
Project Name	Bayou Outfall construction	Email	KHockersmith@GalvestonTX.Gov
Project Location	Galveston, TX	Phone	409/797-3683
Project Id	9056		
Payment terms	100% at time of order		
Estimated ship date after receiving order:	10 working days	FOB	Warehouse, Waller, TX

2 week rental

Linear Ft		Total
100.00	2 Aqua-Barriers® with patented anti-roll internal baffle system. 8.00ft x 18.00ft x 50.00ft unit(s) capable of controlling 6.00 ft of water and sediment depth With a combined water and sediment depth over 5ft, extra care should be taken to confirm the accuracy of the depths and soil as provided on the Work Site Assessment Sheet. Incorrect information could lead to installation problems of which HSI Services, Inc. will not be liable.	\$5,700.00
	Install Advisor Fee-on site one day	\$550.00
	Estimated freight to and from jobsite	Est.Freight \$534.00
	Note: Due to fuel surcharges, freight quotes are estimates ONLY and subject to change	Tax exempt
		Total \$6,784.00

Each additional week that the Aqua-Barriers® are retained beyond the above stated installation period, an additional weekly charge of \$937.50 will be assessed.

Additional equipment required: a crew of (5) men, capable of functioning in prescribed worksite environment (combined water and sediment depths over 5ft may require divers), plus (1) track hoes or cranes and operators and at a minimum (2) 4-inch 8-horse water pumps OR (1) 6-inch 8-horse water pumps. Water pump(s) are required to dewater the worksite and maintain water seepage under the Aqua-Barriers® system, groundwater, and precipitation. NOTE: Number and size of water pumps required will depend upon the size of the dewatered worksite and soil porosity. Estimated installation would be 2 hour(s). Installation time is an estimate and will vary due to site and equipment conditions. If the installation area retains objects that puncture the barriers and caused deflation, the unit(s) do not necessarily require complete removal for repair but, additional labor and pump(s) will be required to maintain the proper inflated height for the length of the project.

The above quotation includes a one day onsite installation and removal training session with the following stipulations: A two week notice must be given prior to the installation date. If the installation exceeds one day, a \$600.00 a day charge plus expenses will apply unless otherwise negotiated.

Disclaimer:

THE AQUA-BARRIERS® ABILITY TO CONTROL STATIC WATER IS LIMITED TO 75% OF THE RECOMMENDED INFLATED HEIGHT OF THE BARRIER. IT IS REQUIRED THAT A MINIMUM 25% FREEBOARD, OR AMOUNT OF BARRIER ABOVE THE WATER LEVEL, BE MAINTAINED DURING ALL PHASES OF A PROJECT (I.E. 4.5 FT WATER LEVEL ON A 6FT HIGH PROPERLY INFLATED AQUA-BARRIER®). HSI Services, Inc. is not responsible or liable for equipment damage if dammed water exceeds 75% of the properly inflated barrier height. The mandatory 25% freeboard requirement must also be maintained in wave or tidal influence environments. If moving water, wave action, tidal influences, slick soil conditions, and other relevant hydrological conditions are present, additional freeboard requirements may be needed. An additional mechanism or structure may be required to stabilize the Aqua-Barriers® in the event that there is not enough surface friction for the barrier to become stable. In moving water environments, the water current may require diverting, and/or the barrier may require an additional external support structure to maintain stability during and after the installation process. HSI Services, Inc. is not liable for barrier damage caused by exposure to freezing temperatures, boats, birds, animals, vandalism, or other external objects or forces which could damage or destroy the Aqua-Barriers® (rocks, rebar, etc...). The buyer is responsible for all damages incurred due to objects damaging the Aqua-Barriers®. FURTHERMORE, all sites are presumed clean and free from hazardous material. The customer is responsible for the replacement value of any barrier subjected internally or externally to hazardous material. All orders are subject to HSI Services, Inc. Terms and Conditions which will be provided at the time of order. Rev 05072008

Quoted by: Kathy Sullivan

All quotation base on U.S. currency

HSI Services, Inc. 41232 Park 290 Drive, Building A Waller, TX 77484 Ph 800-245-0199 Fax 936-372-1223



EXISTING 4'X9' BOX CULVERT
WITH 30-INCH RCP & BACKFLOW
DEVICE INSTALLED

POUR 12-INCH CONCRETE
COLLAR DRILL AND EPOXY
DOWEL INTO EXISTING
CONCRETE

TWO 8 FT X 20 FT X 50 FT
AQUA BARRIERS INSTALLED
IN TEE PEE ORIENTATION
WITH 12-FOOT OVERLAP AT
JOINT

THREE EXISTING 6X6 BOX
CULVERTS WITH 42-INCH RCP &
BACKFLOW DEVICE INSTALLED

POUR 12-INCH CONCRETE
COLLAR DRILL AND EXPOXY
DOWEL INTO EXISTING
CONCRETE



2302 POSTOFFICE STREET, SUITE. 704, GALVESTON, TEXAS 77550
(409) 797-1500 • FAX (409) 763-5564

October 27, 2017

The Honorable James D. Yarbrough
Mayor, City of Galveston
P.O. Box 779
Galveston, Texas 77553-0779

Dear Mayor Yarbrough:

In accordance with the Trust Indenture of The Moody Foundation, we are providing you, as Mayor of the City of Galveston, a copy of the audit report as of December 31, 2016, as prepared by Blazek & Vetterling Certified Public Accountants. Please advise, if you have any questions concerning this audit report.

We would appreciate your acknowledging receipt of the report by signing the duplicate copy of this letter and returning it in the enclosed self-addressed, stamped envelope.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Garrik Addison'.

Garrik Addison
Chief Financial Officer

GA/pc

Enclosures

RECEIVED BY:

A large, stylized handwritten signature in black ink, appearing to read 'James D. Yarbrough'.

James D. Yarbrough, Mayor
City of Galveston

DATE:

10/31/17

The Moody Foundation

Financial Statements
and Independent Auditors' Report
for the year ended December 31, 2016

Blazek & Vetterling

CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditors' Report

To the Board of Trustees of
The Moody Foundation:

We have audited the accompanying financial statements of The Moody Foundation (the Foundation), which comprise the statement of financial position as of December 31, 2016 and the related statements of activities and of cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for Qualified Opinion

As discussed in Note 2 of the financial statements, the Foundation changed its method of accounting for certain investments from the equity method to fair value and restated previously reported net assets. In our opinion, based upon the fact that the Foundation's ownership of these entities exceeds 20%, accounting principles generally accepted in the United States of America require that these investments be reported using the equity method of accounting. The impact on the financial statements that results from using fair value rather than the equity method of accounting as required is not reasonably determinable.

Qualified Opinion

In our opinion, except for the effects of accounting for the value of the investments in American National Insurance Company and Gal-Tex Hotel Corporation at fair value rather than the equity method of accounting as discussed in the Basis for Qualified Opinion paragraph, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the Foundation as of December 31, 2016 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Blazek & Vetterling

September 22, 2017

The Moody Foundation

Statement of Financial Position as of December 31, 2016 *(in thousands)*

ASSETS

Cash equivalents <i>(Note 3)</i>	\$ 16,738
Investment income receivable	2,627
Federal excise tax receivable <i>(Note 6)</i>	614
Other assets	1,103
Investments, at fair value <i>(Note 3)</i>	1,571,356
Other investments:	
Program notes receivable <i>(Note 5)</i>	12,388
Real estate	1,500
Assets held in charitable remainder trust <i>(Notes 3 and 7)</i>	<u>1,190,212</u>
TOTAL ASSETS	<u>\$ 2,796,538</u>

LIABILITIES AND NET ASSETS

Liabilities:	
Grants payable <i>(Note 8)</i>	\$ 47,580
Deferred federal excise tax <i>(Note 6)</i>	<u>10,458</u>
Total liabilities	<u>58,038</u>
Net assets:	
Unrestricted	1,197,845
Temporarily restricted <i>(Note 9)</i>	595,107
Permanently restricted <i>(Note 9)</i>	<u>945,548</u>
Total net assets	<u>2,738,500</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,796,538</u>

See accompanying notes to financial statements.

The Moody Foundation

Statement of Activities for the year ended December 31, 2016 *(in thousands)*

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>PERMANENTLY RESTRICTED</u>	<u>TOTAL</u>
REVENUE:				
Change in value of charitable remainder trust <i>(Note 7)</i>		\$ 148,866	\$ 148,866	\$ 297,732
Net realized and unrealized gain on investments in marketable securities	\$ 142,725		25,455	168,180
Interest and dividends	37,024	1,105		38,129
Oil and gas royalties	19,470			19,470
Investment management expenses	<u>(2,458)</u>	<u> </u>	<u> </u>	<u>(2,458)</u>
Net investment income	196,761	149,971	174,321	521,053
Other income	865			865
Federal excise tax benefit <i>(Note 6)</i>	<u>1,784</u>	<u> </u>	<u> </u>	<u>1,784</u>
Total revenue	199,410	149,971	174,321	523,702
Net assets released from restrictions:				
Expenditures for programs	<u>18,397</u>	<u>(18,397)</u>	<u> </u>	<u> </u>
Total	<u>217,807</u>	<u>131,574</u>	<u>174,321</u>	<u>523,702</u>
EXPENSES:				
Program expenses:				
Grants awarded	50,719			50,719
Program management	<u>1,769</u>			<u>1,769</u>
Total program expenses	52,488			52,488
Management and general	<u>1,779</u>			<u>1,779</u>
Total expenses	<u>54,267</u>			<u>54,267</u>
CHANGES IN NET ASSETS	163,540	131,574	174,321	469,435
Net assets, beginning of year, as adjusted <i>(Note 2)</i>	<u>1,034,305</u>	<u>463,533</u>	<u>771,227</u>	<u>2,269,065</u>
Net assets, end of year	<u>\$ 1,197,845</u>	<u>\$ 595,107</u>	<u>\$ 945,548</u>	<u>\$ 2,738,500</u>

See accompanying notes to financial statements.

The Moody Foundation

Statement of Cash Flows for the year ended December 31, 2016 *(in thousands)*

CASH FLOWS FROM OPERATING ACTIVITIES:

Changes in net assets	\$ 469,435
Adjustments to reconcile changes in net assets to net cash used by operating activities:	
Change in value of charitable remainder trust	(297,732)
Distributions from charitable remainder trust	17,293
Net realized and unrealized gain on investments in marketable securities	(168,180)
Depreciation	209
Grants paid with stock	89
Deferred federal excise tax benefit	(2,258)
Changes in operating assets and liabilities:	
Investment income receivable and other assets	(205)
Grants payable	<u>(18,782)</u>
Net cash used by operating activities	<u>(131)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of investments in marketable securities	(495,256)
Proceeds from sales of investments in marketable securities	380,829
Net change money market mutual funds held as investments	77,532
Proceeds from distributions from charitable remainder trust	17,293
Proceeds from repayment of notes receivable	389
Purchase of property	<u>(58)</u>
Net cash used by investing activities	<u>(19,271)</u>

NET CHANGE IN CASH EQUIVALENTS (19,402)

Cash equivalents, beginning of year 36,140

Cash equivalents, end of year \$ 16,738

Supplemental disclosure of cash flow information:

Taxes paid \$442

See accompanying notes to financial statements.

The Moody Foundation

Notes to Financial Statements for the year ended December 31, 2016

NOTE 1 – ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization – The Moody Foundation (the Foundation) is a private charitable foundation created in 1942 by W. L. Moody, Jr. and his wife, Libbie Rice Shearn Moody. For more than 70 years, the Foundation has funded projects and programs that better communities in the State of Texas. The purpose of the Foundation is to promote and fund projects in the charitable areas that include, but are not limited to, humanities, arts, religion, education, health, science, community, and social services in the State of Texas.

Federal income tax status – The Foundation is exempt from federal income tax under §501(c)(3) of the Internal Revenue Code (the Code) and classified as a private foundation under §509(a). The Foundation is exempt from federal income tax on income from related activities under §501(a). The Foundation is subject to a 1% or 2% excise tax on its net investment income.

Investments in marketable securities are reported at fair value. Realized gains and losses on securities sold are determined using the specific identification method and original cost. Purchases and sales of marketable securities are reported on a trade-date basis. Unrealized gains and losses on securities arise from increases or decreases in fair value and include the effect of currency translation with respect to transactions and holdings of foreign securities. Interest and dividends are recognized when earned.

Investment in real estate is carried at cost.

Program notes receivable are reported at the net present value of amounts expected to be collected in the future.

Assets held in charitable remainder trust – The beneficial interest in the Libbie Shearn Moody Trust (the Trust) is recorded based on the estimated fair value of the assets held by the Trust, less the present value of the payments expected to be made to other life estates.

Net asset classification – Revenue, investment return, and the related net assets are classified based on the existence or absence of donor-imposed restrictions in accordance with the provisions of the Foundations trust indenture, as follows:

- *Unrestricted net assets* include those net assets whose use is not restricted by donor-imposed stipulations even though their use may be limited in other respects such as by contract or board designation.
- *Temporarily restricted net assets* include revenue and dividend and interest income restricted by the donor for specific purposes or time periods. When a purpose restriction is accomplished or a time restriction ends, temporarily restricted net assets are released to unrestricted net assets.
- *Permanently restricted net assets* include revenue and contributions that donors have restricted in perpetuity with only income available to support specified programs of the Foundation.

Grants approved are recognized as expense when the Foundation approves an unconditional commitment to a grant recipient. Commitments made but not yet funded are reported as grants payable. Grants payable in more than one year are reported at the present value of their future cash outflows using a risk-free rate-of-return applicable to the year the grant was made, if material.

Estimates – Management must make estimates and assumptions to prepare financial statements in accordance with generally accepted accounting principles. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, the amounts of reported revenue and expenses, and the allocation of expenses among various functions. Actual results could vary from the estimates that were used.

Recent financial accounting pronouncement – In August 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU are the first phase of changes aimed at providing more useful information to users of not-for-profit financial statements. Under this ASU, net assets will be presented in two classes: *net assets with donor restrictions* and *net assets without donor restrictions*. New or enhanced disclosures will be required about the nature and composition of net assets, and the liquidity and availability of resources for general operating expenditures within one year of the balance sheet date. Expenses will be required to be presented by both nature and function and investment return will be presented net of external and direct internal investment expenses. The ASU is effective for fiscal periods beginning after December 15, 2017, but early adoption is permitted. The Foundation is reviewing the impact on the presentation and disclosures in the financial statements and a planned date of adoption.

NOTE 2 – CHANGE IN ACCOUNTING METHOD AND DEPARTURE FROM GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

During 2016, the Foundation changed its method of accounting for its investments in American National Insurance Company and Gal-Tex Hotel Corporation from the equity method to the fair value method which included decreasing its beginning unrestricted net assets by approximately \$14,951,000 and decreasing its beginning permanently restricted net assets by approximately \$2,592,000. The Foundation's ownership of these investments exceeds 20% and should be accounted for using the equity method of accounting.

NOTE 3 – INVESTMENTS AND FAIR VALUE

Generally accepted accounting principles require that certain assets and liabilities be reported at fair value and establishes a hierarchy that prioritizes inputs used to measure fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In accordance with ASU 2015-07, *Fair Value Measurements*, investments for which fair value is measured at net asset value per share (or its equivalent) using the practical expedient have not been categorized in the fair value hierarchy. The three levels of the fair value hierarchy are as follows:

- *Level 1* – Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the reporting date. The types of investments included in Level 1 are securities traded and valued based upon a public exchange.
- *Level 2* – Inputs are quoted prices in nonactive markets or in active markets for similar assets or liabilities, or inputs which are either directly or indirectly observable with observable market data at the reporting date.
- *Level 3* – Inputs are not observable and are based on the reporting entity's assumptions about the inputs market participants would use in pricing the asset or liability.

Assets measured at fair value at December 31, 2016 are as follows (in thousands):

	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>TOTAL</u>
Marketable securities:				
Mutual funds:				
Domestic equity:				
Large-cap	\$ 163,251			\$ 163,251
Mid-cap	47,061			47,061
Small-cap	41,322			41,322
International equity	22,980			22,980
Money market	16,002			16,002
Bond	5,705			5,705
Corporate debt securities		\$ 189,920		189,920
U. S. Government agency securities		119,216		119,216
U. S. Treasury securities	116,095			116,095
Common stock ownership interests exceeding 20%:				
American National Insurance Company (a)	762,372			762,372
Gal-Tex Hotel Corporation (b)			\$ 31,110	31,110
Common stock:				
Large-cap	44,888			44,888
Mid-cap	7,773			7,773
Small-cap	1,153			1,153
Municipal obligations		2,508		2,508
Total investments measured at fair value	1,228,602	311,644	31,110	1,571,356
Assets held in charitable remainder trust			1,190,212	1,190,212
Cash equivalents:				
Money market mutual funds	16,738			16,738
Total assets measured at fair value	<u>\$ 1,245,340</u>	<u>\$ 311,644</u>	<u>\$ 1,221,322</u>	<u>\$ 2,778,306</u>

- (a) American National Insurance Company (ANICO) offers a broad spectrum of insurance products, including individual and group life insurance, health insurance, annuities, and property and casualty insurance. Through noninsurance subsidiaries, ANICO invests in stocks and real estate. Business is conducted in all 50 states, the District of Columbia, Puerto Rico, Guam, and American Samoa. ANICO trades on the NASDAQ Global Select Market under the symbol "ANAT."

At December 31, 2016, the Foundation owned approximately 6.1 million shares of common stock of ANICO representing an ownership interest of approximately 23%.

Summarized combined financial information of ANICO for 2016 is as follows (in thousands):

Revenue	\$3,227,951
Net income	\$181,003
Total assets	\$24,533,222
Total liabilities	\$19,871,727
Stockholders' equity	\$4,661,495

The Foundation has elected to not carry their investment in American National Insurance Company using the equity method of accounting in accordance with generally accepted accounting principles but rather reports this investment at fair value.

- (b) Gal-Tex Hotel Corporation and its wholly owned subsidiaries (Gal-Tex) own and manage hotels throughout the United States. Gal-Tex is a closely held private corporation. At December 31, 2016, the Foundation had a 34% ownership interest in Gal-Tex. Summarized consolidated financial information of Gal-Tex for 2016 is as follows (in thousands, unaudited):

Revenue	\$85,264
Net income	\$3,629
Total assets	\$163,748
Total liabilities	\$65,744

The Foundation has elected to not carry their investment in Gal-Tex Hotel Corporation using the equity method of accounting in accordance with generally accepted accounting principles but rather reports this investment at fair value.

Valuation methods used for assets measured at fair value are as follows:

- *Mutual funds* are valued at the reported net asset value.
- *Corporate debt securities, U. S. Government agency securities and municipal obligations* are valued using prices obtained from independent quotation bureaus that use computerized valuation formulas which may include market-corroborated inputs for credit risk factors, interest rate and yield curves, and broker quotes to calculate fair values.
- *Common stock* is valued at the closing price reported on the active market on which the individual securities are traded.
- *U. S. Treasury securities* are valued using prices obtained from active market makers and inter-dealer brokers on a daily basis.

These valuation methods may produce a fair value that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Foundation believes its valuation methods are appropriate, the use of different methods or assumptions could result in a different fair value measurement at the reporting date.

Investments are exposed to various risks including interest rate, market and credit risks. Because of these risks, it is reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statement of financial position and statement of activities.

Changes in the value of Level 3 assets during the year ended December 31, 2016 consist of the following (in thousands):

	<u>GAL-TEX</u>	<u>CHARITABLE REMAINDER TRUST</u>	<u>TOTAL</u>
Balance at December 31, 2015, as previously reported	\$ 737	\$ 927,067	\$ 927,804
Change in accounting method (<i>Note 2</i>)	<u>29,363</u>	<u></u>	<u>29,363</u>
Balance at December 31, 2015, as adjusted	30,100	927,067	957,167
Unrealized gain	1,010	297,732	298,742
Distributions	<u></u>	<u>(34,587)</u>	<u>(34,587)</u>
Balance at December 31, 2016	<u>\$ 31,110</u>	<u>\$ 1,190,212</u>	<u>\$ 1,221,322</u>

NOTE 4 – INVESTMENT AND SPENDING POLICIES

The Foundation follows an investment and spending policy that attempts to provide a predictable stream of income to fund its charitable activities. Following this strategy, the Board of Trustees (the Board) invests all Foundation assets, restricted and unrestricted, in a manner that is intended to produce results that meet or exceed minimum distribution requirements plus inflation while assuming a moderate level of investment risk. Actual returns in any given year may vary from this amount. To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

The Foundation has a policy of appropriating for distribution each year an amount that at least meets the minimum distribution as required by tax laws pertaining to private foundations. These distribution payouts will be used to meet both grant making and administrative needs of the Foundation. To meet the payout level determined each year, the Foundation follows the investment policies described above, utilizing both income and capital appreciation. Where prudent, and not inconsistent with the Foundation's trust indenture or the Uniform Prudent Investor Act (the Act) of the Texas Trust Code, the Foundation may use a portion of the principal of certain funds to meet the established payout or to fund special projects as determined by the Board.

NOTE 5 – PROGRAM NOTES RECEIVABLE

Program notes receivable at December 31, 2016 consist of the following (in thousands):

Unsecured 1.25% program note receivable from Moody Gardens	\$ 12,096
Other	<u>292</u>
Total program notes receivable	<u>\$ 12,388</u>

The unsecured 1.25% program note receivable from Moody Gardens is an advancing demand loan for a total amount of \$12,096,000 that was advanced to the grant recipient in 2011. Interest only is due in annual payments on the anniversary date of the loan. Interest payments received were \$151,000 in 2016. Payment of principal amounts outstanding are due upon demand of the Foundation or April 1, 2020, whichever should occur first.

NOTE 6 – FEDERAL EXCISE TAX

The Foundation qualifies as a tax-exempt organization, and accordingly, is not subject to federal income tax, except to the extent that it has unrelated business income. However, the Code imposes an excise tax on private foundations equal to 2% of net investment income (principally interest, dividends and net realized capital gains, less expenses incurred in the production of investment income). This tax is reduced to 1% for foundations that meet certain distribution requirements. The Foundation computed its provision for current federal excise tax at the rate of 1% in 2016. A deferred tax liability results from unrealized increases or decreases in fair value (appreciation) that are reported for financial statement purposes prior to recognition for tax purposes.

The Foundation's federal excise tax expense activity at December 31, 2016 is as follows (in thousands):

Current federal excise tax	\$ 474
Deferred federal excise tax benefit	<u>(2,258)</u>
Total federal excise tax benefit	<u>\$ (1,784)</u>
Current federal excise tax receivable	<u>\$ 614</u>
Deferred federal excise tax	<u>\$ 10,458</u>

Internal Revenue Code §4942 requires that the Foundation make qualifying charitable distributions approximately equal to 5% of the fair value of noncharitable assets reduced by acquisition indebtedness, if any, with respect to such assets. Such qualifying distributions must be made by the end of the succeeding taxable year in order to avoid the imposition of a 30% excise tax on any undistributed income. The Foundation is currently in compliance with these provisions and is not subject to this excise tax on undistributed income. The Foundation believes that it has appropriate support for the excise tax positions taken, and as such, does not have any uncertain tax positions that would result in a material impact on the Foundation's financial position or statement of activities.

NOTE 7 – ASSETS HELD IN CHARITABLE REMAINDER TRUST

The Foundation has recorded its beneficial interest in the Trust based on the estimated fair value of the assets held by the Trust, less the present value of the payments expected to be made to other life estates. The present valuation method for measuring the fair value of the contribution considers (a) the estimated return on the invested assets during the expected term of the Trust, (b) the contractual payment obligations under the Trust, (c) life expectancies of remaining life estate interests, and (d) an interest rate of 7.0%.

The Foundation receives distributions from the Trust applicable to its remainderman interest in the income attributable to certain expired life estate interests in the Trust. One-half of these distributions are permanently restricted, and the remaining funds are temporarily restricted until distributions are made. Upon expiration of all life estates, the Foundation will receive the remainderman interest in the assets of the Trust.

Approximately 82% of the assets of the Trust are 9,949,585 shares of ANICO common stock with a fair value of approximately \$1.2 billion at December 31, 2016.

NOTE 8 – GRANTS PAYABLE

At December 31, 2016, grants approved and committed for future payments are expected to be funded as follows (in thousands):

2017	\$ 17,196
2018	18,567
2019	8,608
2020	<u>3,209</u>
Total grants payable	<u>\$ 47,580</u>

NOTE 9 – TEMPORARILY RESTRICTED AND PERMANENTLY RESTRICTED NET ASSETS

The Board, following the provisions of the Foundation's trust indenture and the Texas Trust Code, classify net assets, revenue, gains, and losses based on the existence or absence of donor-imposed restrictions, as applicable. Accordingly, net assets of the Foundation and changes therein are classified and reported as such.

Temporarily restricted net assets consist of estimated future distributions from the Trust. Assets are released from restriction when time restrictions are met.

Permanently restricted net assets consist primarily of the beneficial interest in the Trust, investments to be invested in perpetuity, and paintings to be held in perpetuity. Pursuant to donor restrictions, 338,522 of the 6,118,066 shares of ANICO common stock held by the Foundation with a fair value of \$42,187,000 are permanently restricted. Changes in permanently restricted net assets include the permanently restricted portion of the unrealized gain or loss on the ANICO common stock.

NOTE 10 – RELATED PARTY TRANSACTIONS

Certain employees of the Foundation are on the Board of Directors of Moody Gardens. During 2016, Moody Gardens received grant payments of \$26,668,000. At year-end 2016, the Foundation also had a note receivable from Moody Gardens in the amount of \$12,096,000 (see Note 5).

Members of the Board benefit from a trust that has a majority ownership interest in the Moody National Bank of Galveston (the Bank). The Bank leases office space to the Foundation and provides the Foundation with general banking services, general bookkeeping services, and physical custody of records and marketable securities. Total payments to the Bank were approximately \$575,000 during the year ended December 31, 2016. The Bank also serves as trustee for the Trust.

Members of the Board are on the Board of Directors of ANICO. At December 31, 2016, the Foundation beneficially owned 22.7% of the ANICO common stock. In addition, the Bank, in its capacity as trustee or agent of various accounts, had the power to vote approximately 49.1% of ANICO's common stock at December 31, 2016.

NOTE 11 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 22, 2017, which is the date that the financial statements were available for issuance. As a result of this evaluation, no events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.



City of Galveston

CAPITAL PROJECTS STAFF REPORT

06 December 2017

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of a proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights as part of the 51st Street Improvements from Broadway to Postoffice project in the amount of \$57,685.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Many of the City's Streets were damaged during Hurricane Ike in 2008.
- B. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- C. The amended state plan allocated \$1.032 billion to the Houston-Galveston Area Council region.
- D. The construction of improvements to 51st Street from Broadway to Postoffice was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.

II. Current Situation

- A. The project includes the addition of twenty-two decorative lighting fixtures along 51st Street.
- B. As the owner of the streetlights, CenterPoint Energy is a sole source provider for the removal and replacement of this lighting.
- C. CenterPoint has submitted a proposal for the following:

	<u>Cost</u>
<u>Installation of new, decorative lighting (quant. 22)</u>	<u>\$ 57,685.00</u>

III. Alternatives in order of priority

- A. Approval of the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights as part of the 51st Street Improvements from Broadway to Postoffice project in the amount of \$57,685.00.
- B. Do not approve the proposal.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Recommendation

Approve the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights as part of the 51st Street Improvements from Broadway to Postoffice project in the amount of \$57,685.00.

V. Fiscal Impact Report

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: CDBG DR Non-Housing Round 2.2

Total Cost of Implementation \$ 57,685.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





Ross Blackketter

December 8, 2017

WO# 84327326

Subject: Decorative Streetlight Project

Location: 51th St, Galveston, Tx

Galveston Service Area

Dear Mr. Blackketter,

Per your request, CenterPoint Energy has prepared an estimate of cost to remove all of the overhead street lights in the depicted area. Also, CenterPoint Energy has prepared an estimate to install new decorative lights in this area. The customer is responsible for installing all of the conduit, foundations and stub up at the terminal pole locations. All conduit must be 2" schedule 80. CenterPoint Energy agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

It is CenterPoint Energy's policy to install street lighting according to the Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations. You have, however, requested that these street lights not be installed according to these recommendations and have, in fact, indicated where you want the street lights located. By signing below, you acknowledge that you have requested a street lighting system that is of your own design and is not the design offered by CenterPoint Energy. It should also be understood that your street lighting design might not meet the recommendations of the I.E.S.N.A.

This installation consists of:

- 22, 115 Watt, LED, 15,100 initial lumens, Midtown style luminaires in black mounted to 14' River Oaks metal foundation poles serviced by underground conductors. The current monthly Lighting Services Rate schedule fee per lamp is \$19.75.
- 1 -15kva Transformer 120/240 volt

Note: The initial monthly rates for new LED street lighting alternatives are set at the same monthly rates currently in place for equivalent traditional lamp street lights under the Company's tariffs. The election of new LED street lighting option will require additional costs. CenterPoint Energy may seek to recover necessary expenses associated with LED street light installation causing a monthly rate adjustment in the future.

The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

The construction cost for this request is \$57,685.00, which is not subject to refund. This estimate is valid for 180 days from date of creation. Please remit this payment attached to this signed and completed agreement letter as noted in the following information.

Approval from the City of Galveston, Public Works Department is required prior to installation of streetlights.

The streetlights will be installed at the general locations depicted on the attached electrical facility layout. Installation of the street lights is contingent on all the street lights being installed at one time. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable boring operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid. While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved during the pre-construction walk. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Your signature or designee's signature below will be our acknowledgment of your company's acceptance to the above mentioned terms and associated charges. Also, a check for the noted amount made payable to *CenterPoint Energy*, will be our authority to proceed with the necessary work. Please send the check and the **original signed copy** of this agreement and Authorization Form to:

CenterPoint Energy
Attn: Connor Davis
4700 S. Shaver, Bldg. I
Houston, TX 77034

If you have any questions, please contact me at (713) 945- 3780.

Sincerely,

Connor Davis
Service Consultant
Street Lighting Operations
Distribution Project Management

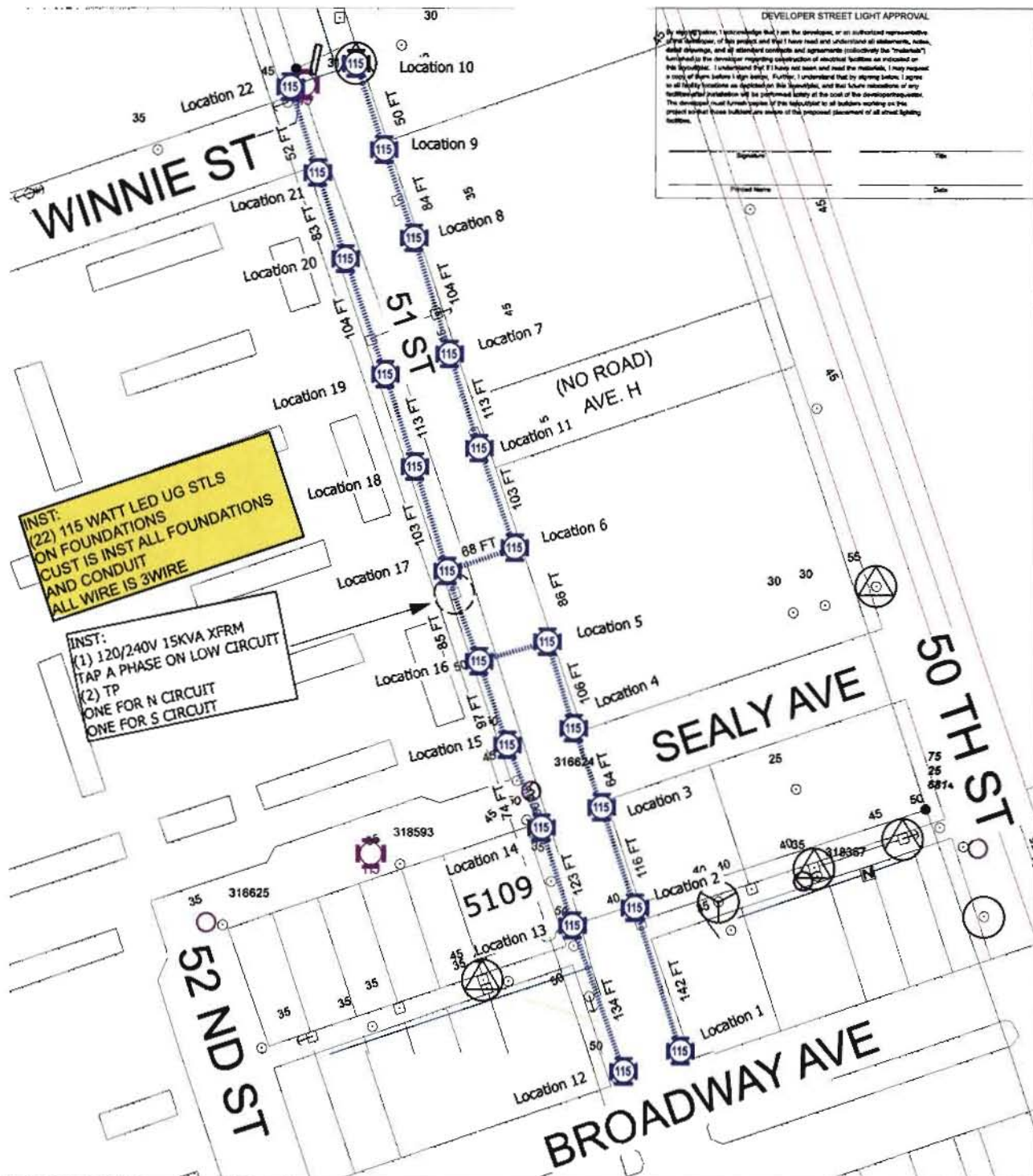
Approved and accepted this _____ day of _____, 2017.

Signature _____

Printed Title _____

Printed Name _____

Mailing
Address _____



LIGHTING DESIGN SERVICES - LIGHTING LEGEND											
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.											
NEW STREET LIGHT INSTALLATION SYMBOLS						ADDITIONAL INSTALLATION MATERIAL SYMBOLS					
SYMBOL	QUANTITY	SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)				SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)			
	0	100W	HPS	MH	MV		0	100W	HPS	MH	MV
	0	150W	HPS	MH	MV		0	150W	HPS	MH	MV
	0	175W	HPS	MH	MV		0	175W	HPS	MH	MV
	0	250W	HPS	MH	MV		0	250W	HPS	MH	MV
	0	400W	HPS	MH	MV		0	400W	HPS	MH	MV
EXISTING STREET LIGHT SYMBOLS AND WATTAGES						INSTALLATION VOLTAGE: (Circle One Only)					
	70		100		150		175		250		400
STREET LIGHT PLACEMENT DETAIL						Street Light Notes					
STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE.						-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.					
AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.						-Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructure as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.					
						-The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.					
						-Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.					
						W.O.#: 84327326 TYPE: HLC1-5L1 LAMBERT #: 673883 KEY MAP: 7747 WO BY: CONNOR DAVIS PHONE: 713-945-3780 CELL: 281-543-8838 Service Center: GTOWN-GTOWN DATE: 12.8.17 SCALE: 1" =					

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE THE APPROVAL OF A FINANCING AND PROJECT FOR THE BENEFIT OF THE BRYAN TEXANA FOUNDATION, MAKING FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bryan Museum since its opening has provided a wonderful museum venue for visitors to the Island to enjoy; and

WHEREAS, the Bryan Museum is seeking refinancing of previous loans made for the acquisition, construction and renovation, as well as for addition capital improvements, through financing by the Capital Area Cultural Educational Facilities Finance Corporation in the amount of Ten Million Dollars; and

WHEREAS, the approval of the Mayor of the City of Galveston is required as a condition for the receipt of such financing; and

WHEREAS, there is no financial risk to the City of Galveston in approving this financing application; and

WHEREAS, the City Council is of the opinion that approval of such application by the Mayor is in the best interest of the Bryan Museum and the citizens the benefit from its operation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City of Galveston of the City of Galveston hereby authorizes the Mayor of the City of Galveston to sign the “Approval of a Financing and Project for the Benefit of Bryan Texana Foundation: in the form attached to this Resolution as Exhibit A.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 14th day of December, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of December, 2017.

Secretary of the City Council
of the City of Galveston

**APPROVAL OF A FINANCING AND PROJECT FOR THE
BENEFIT OF BRYAN TEXANA FOUNDATION**

The undersigned hereby certifies that I am the duly elected Mayor of the City of Galveston, Texas (the "City") and I am duly elected at large by the voters of the City.

This approval is given with regard to a financing by the Capital Area Cultural Education Facilities Finance Corporation (the "Issuer") in a maximum principal amount of \$10,000,000 (the "Financing").

The purpose of the Financing is to refinance previous loans made for the acquisition of a site, construction and renovation of the Bryan Museum, and to provide additional funds for further capital expenditures at the Bryan Museum (referred to herein as the "Project"). The location of the Bryan Museum is 1351 21st Street, Galveston, Texas 77550. The owner and user of the Bryan Museum is the Bryan Texana Foundation.

Solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code, acting as applicable elected representative of the City of Galveston, Texas, I hereby approve the Financing and the Project.

This approval is given for the limited purposes of satisfying the requirements of Section 147(f) of the Internal Revenue Code as applicable to the Financing and the Project and for no other purpose whatsoever. In particular, THIS APPROVAL IS GIVEN WITH THE EXPRESS UNDERSTANDING THAT NEITHER THE FINANCING NOR THE PROJECT IMPOSE ANY LIABILITY WHATSOEVER ON THE CITY OF GALVESTON, TEXAS. ADDITIONALLY, THIS APPROVAL DOES NOT APPROVE ANY OTHER REQUIREMENTS OF THE CITY OF GALVESTON, TEXAS THAT MAY APPLY TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THE NECESSITY FOR COMPLIANCE WITH CITY BUILDING CODES, ZONING REQUIREMENTS, OR OTHER REQUIREMENTS OF THE CITY APPLICABLE TO THE PROJECT.

Signed this ____ day of December, 2017.

Mayor
City of Galveston, Texas

Exhibit A

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AND RATIFYING THE AGREEMENT PROPOSED BETWEEN THE CITY OF GALVESTON AND RANDY WILLIAMS, TRUSTEE IN CASE NO. 09-35324; IN RE ESTATE OF SONYA PORRETTO IN THE US BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS SETTING FORTH A PROCESS FOR THE RESOLUTION OF CLAIMS AND POTENTIAL CLAIMS BY THE TRUSTEE AGAINST THE CITY RELATED TO REQUESTS FOR ABANDONMENT OF CITY RIGHTS OF WAY IN THE AREA COMMONLY REFERRED TO AS CLASSIC PORRETTO BEACH

WHEREAS in May 1978 the City Council of the City of Galveston considered the application filed by Henry Porretto that the City declare as abandoned certain rights of way in the City of Galveston in that area owned by Mr. Porretto and more certainly described as follows:

- 1) 7TH Street from the southerly right of way line of Avenue M to the southerly right of way line of Avenue M $\frac{1}{2}$;
- 2) 8th Street from the southerly right of way line of Avenue N $\frac{1}{2}$;
- 3) 9th Street from the southerly right of way line of Seawall Blvd to the northerly right of way line of Avenue N $\frac{1}{2}$;
- 4) The alley immediately north of Avenue M and westerly of 8th Street, from the southerly right of way line of Seawall Boulevard to the westerly right of way line of 8th Street;
- 5) Avenue M, from the southerly right of way line of Seawall Boulevard to the westerly right of way line of 8th Street, and from the easterly right of way line of 7th Street the westerly right of way line of 6th Street;
- 6) The alley situated between Avenue M and M $\frac{1}{2}$ from the southerly right of way line of Seawall Boulevard (on the west) to the west right of way line of 6th Street (on the east);
- 7) Avenue M $\frac{1}{2}$ from the southerly right of way line of Seawall Boulevard (on the west) to the easterly right of way line of 7th Street (on the east);
- 8) The alley situated between Avenue M $\frac{1}{2}$ and Avenue N, from the east right of way line of 10th Street (on the west) to the west right of way line of 7th Street (on the east);
- 9) Avenue N, from the east right of way line of 10th Street to the west right of way line of 7th Street, excluding any portion thereof reserve to easterly rock groin structure or any right of way related thereto;
- 10) The alley situated between Avenue N and Avenue N $\frac{1}{2}$, from the east right of way line of 10th Street to the west right of way line of 7th Street, excluding that portion reserved to existing rock groin structure or any right of way related thereto; and

WHEREAS, the real property in which the rights of way set out in Ordinance 78-46 is currently in the possession of the US Bankruptcy Trustee Randy Williams in Case No, 09-35324: In Re Estate Of Sonya Porretto, Chapter 7, In The United States Bankruptcy Court For The Southern District Of Texas; and

WHEREAS in the discharge of his duties as Trustee for this Bankruptcy Estate Randy Williams has received an offer to purchase the real property, in which the rights of way detailed in Ordinance 78-46 are contained, with a condition of the sale being the City acknowledge the above listed rights of way have actually been abandoned ; and

WHEREAS, Trustee Randy Williams has threatened to initiate litigation against the City of Galveston to declare the rights of way described in Ordinance 78-46 finally abandoned along with other relief; and

WHEREAS, the prospective buyer of the Classis Porretto Beach have expressed an interest in acquiring additional rights of way in that area; and

WHEREAS the City Council of the City of Galveston wishes to promote public discussion of this issue and to resolve them by a vote of City Council only after conducting public hearings on the matter; and

WHEREAS, representatives of the City of Galveston and Trustee Randy Williams have conducted a mediation to consider an approach to resolution of their issues in a manner to allow public input into the process; and

WHEREAS, the parties have arrived at a tentative agreement, attached as Exhibit A, to allow Council to consider the requests for the abandonment of City rights of way in the area known as Classic Porretto Beach which is conditioned upon approval of the City Council of the City of Galveston as well as the Honorable US Bankruptcy Judge Jeff Bohm and have reduced that agreement to writing; and

WHEREAS, the tentative agreement does not commit the City to vote in any particular manner but rather provides a procedural mechanism for the consideration of the claims related to the various rights of way in that area of the City of Galveston in a manner that invites public scrutiny and input.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The tentative agreement entered into between the representatives of the City and Trustee Randy Williams during mediation be and is hereby approved and adopted by the City Council.

SECTION 3. This Resolution shall be and become effective immediately.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 14th day of December, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2017.

Secretary for the City Council
of the City of Galveston

Re: Porretta vs. City of Galveston

- ① Trustee will have THE ROW in ORD 78-46 Considered By City As follows:
 - Ⓐ Council will hold a Public hearing on the Ratification of ORD 78-46 on Nov. 9, 2017
 - Ⓑ Council will hold a Public hearing on 12-14-17 & have a Vote on the Validity of ORD 78-46
 - Ⓒ Replat to be Filed As Below
- ② Trustee (or Designee) will submit an Application to ^{ABANDON} ~~SUB~~ ^{or adjacent to} ~~HAVE~~ ADDITIONAL RIGHTS of way in the Classic Porretto Beach property & proceed before planning Commission & then City Council at its meeting in January 2018.
- ③ IF the ADDITIONAL ROW ARE APPROVED for ABANDONMENT, the Applicant will File a Replat covering ALL ROW ABANDONED in #1(c) & 2 within 4 months of Approval of City Council

(4) ~~ALL RELEASES OF RIGHT OF WAY~~
ALL ROW'S WILL BE ABANDONED BY
"Release of Right of Way" & NOT
BY A DEED WITHOUT WARRANTY

(5) ~~At~~ the Replat of the ABANDONED
RIGHTS OF WAY will be Accepted ONLY
IF ACCOMPANIED BY A DEED TO
CITY OF ~~Port~~ 100% of PORCETTO BEACH
WEST & the other REMAINING

REAL ESTATE PORCETTO PROPERTIES held
BY TRUSTEE & ALSO ^{which shall be}
TRUSTEE WILL RELEASE ANY & ALL ^{held and not filed}
^{for record with the} CLAIMS ⁱⁿ
AGAINST the City of GALVESTON ^{filed}
SUBJECT TO APPROVAL OF CITY ^{of}
COUNCIL ^{records}

(7) If ANY CONDITION 1 through
8 & 6 ARE NOT MET the
ANY ABANDONMENTS will be
ineffective.

(8) SUBJ TO APPROVAL OF
CITY OF GALVESTON
(9) SUBJECT TO APPROVAL OF US BANKRUPTCY COURT

MEDITION AGREEMENT

DONALD S. GYNSAY
CITY ATTORNEY

Frank J. Shaver
D3 REP



RANDY W. WILLIAMS
CHAPTER 7 TRUSTEE

Kim Coogan
Asst. City Attorney

Craig K. Brown
CITY COUNCIL - DISTRICT 2

Stephen A. Scheraga
Attorney for Randy W. Williams

The City of Galveston
Families, Children & Youth Board
December 6, 2017

Attention: City Secretary Janelle Williams Office of the City Secretary

Dear City Secretary Janelle Williams and Councilwoman Amy Bly,

We are contacting you with one request for action by City Council.

Request for Action #1 Fill voting member vacancies

The Board respectfully requests City Council appoint the following FCYB as voting member for a term beginning August 1, 2017.

1. Oluwarotimi Folorunso

The Nominating Committee's recommendation of these candidates for membership on the FCY Board was approved at the FCY Board meeting on October 3, 2017.

Your consideration and assistance in this matter is greatly appreciated as we work to ensure the board run at full capacity.

Sincerely,

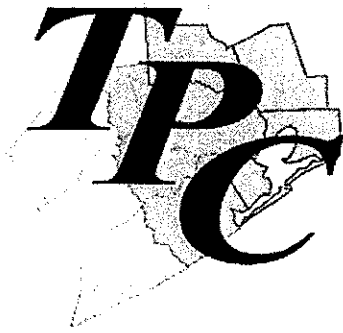


Elizabeth Torres, Chair
Families, Children and Youth Board

CC: Amy Bly, District 1 Councilwoman, City Council representative to the Families, Children and Youth Board

CC: Elizabeth Torres, Chair, Families, Children and Youth Board

CC: Barbara Sanderson, City of Galveston Parks and Recreation Department, Representative to the Board



Transportation Policy Council

For the Houston-Galveston Transportation Management Area

3555 Timmons Lane
Houston, Texas 77027

P.O. Box 22777
Houston, Texas 77227-2777

Telephone 713.627.3200
Fax 713.993.4508

November 30, 2017

The Honorable Jim Yarbrough
Mayor
City of Galveston
PO Box 2010
Galveston, TX 77553

Re: Appointments to the TPC and TAC for 2018

Dear Mayor Yarbrough:

The Transportation Policy Council (TPC) requests your appointment of a representative and a designated alternate member to serve on the TPC for 2018. Representing local governments in Brazoria, Fort Bend, Waller, Montgomery, Liberty, Chambers, Galveston and Harris Counties, the TPC is responsible for development of the region's long-range transportation plan. All transportation projects receiving funding through the Federal Highway and the Federal Transit Administrations must be approved within this plan and subsequently programmed by the TPC within its four-year Transportation Improvement Program (TIP). The TPC also directs the transportation planning priorities executed by H-GAC staff. Because of the many critical transportation policy decisions facing our region, appointment of elected officials as TPC primary voting members is strongly encouraged.

In addition to TPC voting members and alternates, you are also invited to appoint a representative and designated alternate to the Technical Advisory Committee (TAC). The TAC provides important recommendations to the Transportation Policy Council in the development of transportation planning studies, the Regional Transportation Plan (RTP), and TIP. Staff professionals with expertise in transportation planning, engineering or related fields are recommended for this Committee.

Enclosed you will find Appointment Forms for the primary voting member and the designated alternate member for both the TPC and the TAC. Even if your City or County passes a Resolution naming the appointees, we would appreciate your completion of the attached forms, as these serve as our official record. **Please return your appointments no later than December 29, 2017** to rosalind.hebert@h-gac.com.

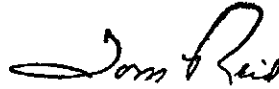
If you are appointing the same representative and alternate as last year, please indicate this choice on the enclosed forms.

The Honorable Jim Yarbrough

Page 2

Your cooperation in making these appointments and nominations is appreciated. If you have any questions concerning the Transportation Policy Council, please contact Mr. Alan Clark, H-GAC MPO Director, at (713) 627-3200.

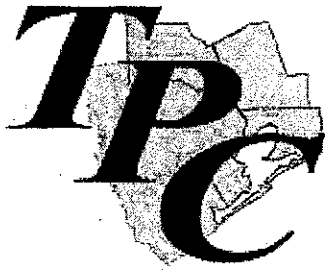
Sincerely yours,

A handwritten signature in black ink, appearing to read "Tom Reid". The signature is fluid and cursive, with a large initial "T" and a stylized "R".

Tom Reid
Secretary, Transportation Policy Council

TR:AC:rh
Enclosures

cc: Mr. Alan C. Clark, H-GAC MPO Director
Council Member Craig Brown
Mr. Rick Beverlin
Mr. Kyle Hockersmith, P.E.
Mr. Daniel Christodoss



2018 APPOINTMENT FOR THE TRANSPORTATION POLICY COUNCIL

Primary Voting Member for January – December 2018:

*Name: _____

*Title: _____

*Organization: _____

*Address: _____

*Phone: _____ Fax: _____

*Email: _____

*Term Expires: _____

Alternate Voting Member for January – December 2018:

*Name: _____

*Title: _____

*Organization: _____

*Address: _____

*Phone: _____ Fax: _____

*Email: _____

*Term Expires: _____

Signature of Appointing Official

Please return completed form(s) no later than Friday, December 29, 2017.

Return To:

Alan Clark, MPO Director
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227
or email: rosalind.hebert@h-gac.com



NEW 2018 APPOINTMENT FOR THE TECHNICAL ADVISORY COMMITTEE

Primary Voting Member for January – December 2018:

*Name: _____

*Title: _____

*Organization: _____

*Address: _____

*Phone: _____ Fax: _____

*Email: _____

*Term Expires: _____

Alternate Voting Member for January – December 2018:

*Name: _____

*Title: _____

*Organization: _____

*Address: _____

*Phone: _____ Fax: _____

*Email: _____

*Term Expires: _____

Signature of Appointing Official

Please return completed form no later than Friday, December 29, 2017.

Return To:
Alan Clark, MPO Director
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227
or email: Rosalind.hebert@h-gac.com

TRANSPORTATION POLICY COUNCIL

BYLAWS AND OPERATING PROCEDURES

As Amended on January 25, 2013

The following rules shall govern the procedures and composition of the Transportation Policy Council:

A. Functions

The Transportation Policy Council (TPC) shall serve as the Policy Board for the Metropolitan Planning Organization (MPO) identified in the Governor's MPO designation. The Transportation Policy Council shall also provide regular and continuing routine guidance to Multimodal Transportation Planning efforts in the Houston-Galveston Transportation Management Area conducted by entities including, but not limited to, the Texas Department of Transportation, the Houston-Galveston Area Council (H-GAC), city and county governments, the Metropolitan Transit Authority (MTA) of Harris County, special purpose governments, regional planning agencies, and other political subdivisions of the State of Texas.

The Transportation Policy Council shall examine the adequacy and appropriateness of the continuing transportation planning process and shall review various agreements entered into for the execution of transportation planning and review the *Unified Planning Work Program (UPWP)* and recommend it for inclusion in the H-GAC overall Program Design Budget. The Transportation Policy Council shall endorse the *Transportation Improvement Program (TIP)* and recommend its consistency to H-GAC as the Regional Clearinghouse. The Transportation Policy Council shall review annually such other documentation which requires approval by responsible local officials. The Transportation Policy Council may recommend projects or studies to be implemented by H-GAC. The H-GAC Board of Directors shall serve as the contracting agent for the Transportation Policy Council. The Transportation Policy Council shall advise the H-GAC Board of Directors on transportation programs and issues. The Transportation Policy Council shall approve region-wide transportation plans and/or revisions thereof, and promote the adoption and implementation of such plans by the various levels of government. The Council shall also function as a forum for public discussion relating to transportation planning in the Houston-Galveston Transportation Management Area.

B. Membership

Each of the entities listed below shall be entitled to designate one or more members to the Transportation Policy Council, as indicated in the table below. All members of the Transportation Policy Council shall be local elected officials, officials of public agencies that administer or operate major modes of transportation in the Houston-Galveston Transportation Management Area, or appropriate officials of the Texas Department of Transportation. With respect to cities and counties with one member, the member shall be the chief elected official, the chief administrative officer, or another designated official. With respect to cities or counties with more than one member, additional officials shall also be designated.

C. Alternate Members

Each voting member may have a designated alternate member who may serve at any Transportation Policy Council meeting in the voting member's absence. Alternate members must be appointed in the same manner as the voting members and must qualify as local elected officials, officials of public agencies that administer or operate major modes of transportation in the Houston-Galveston Transportation Management Area, appropriate officials of the Texas Department of Transportation or another designated official. An appointed alternate member will have the rights and privileges of a voting member when serving in the absence of such member.

D. Officers

The Transportation Policy Council shall elect a Chairman, a First Vice Chairman, a Second Vice Chairman, Past Chairman and a Secretary, each to serve for a term of one (1) year. Elections shall be held at the first meeting of each calendar year. The Chairman shall appoint a nominating committee of three (3) members in November prior to the first meeting of each calendar year for the purpose of bringing before the Council a slate of officers for consideration. The TPC Chair shall serve as Chair for no more than three consecutive years. In the event a duly elected officer is unable to serve the entire term of office, and the remaining officers shall concur in appointing a Council member to serve the remainder of the unexpired term, and this appointment shall be subject to approval by the majority of the Council membership present at the next called meeting.

E. Vacancies

Each member shall be eligible to serve during the term as long as the member occupies the position held at the time of selection. In the event that a voting member becomes ineligible or unable to serve, a new member named by the chief elected official or the head and/or board of the appropriate governmental unit shall be allowed to assume the position of the ineligible member on the council. Changes of voting members can be made by a chief elected official or the head and/or board of the appropriate governmental unit at any time.

F. Quorum

Fifty-one percent (51%) of the total Council voting membership shall constitute a quorum for the transaction of business at all meetings.

G. Meetings

All meetings of the Transportation Policy Council shall be governed by *Robert's Rules of Order*. The Chairman shall call meetings of the Council at least four (4) times annually or when requested in writing by five (5) or more of the voting members. The Chairman shall in a written notice of the meeting designate the time and place and indicate in an official agenda the business to be transacted or considered. The written notice of each meeting shall be provided electronically or mailed to each member of the Council at least fourteen (14) days prior to the meeting. In the absence of the Chairman, the First Vice Chairman and Second Vice Chairman from a regular or special meeting of the Council at which a quorum is present, the remaining members present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairman or the First or Second Vice Chairman. Opportunities for public comments shall be provided subject to guidelines established by the Transportation Policy Council (Attachment A).

ATTACHMENT A

Transportation Policy Council Meetings for the Houston-Galveston Transportation Management Area

PROCEDURES FOR PUBLIC COMMENTS

The Transportation Policy Council (TPC) encourages public comments on any and all matters relevant to regional transportation planning. To assure fair and equitable opportunities for all citizens desiring to address the TPC, the following public comment procedures have been established:

Public Comments on Agenda Items

Public comments related to agenda items will be allowed at the start of the meeting before the business section of the agenda. Comments will be limited to three (3) minutes and the applicant must sign up at least five minutes before the start of the meeting. A person may not reserve time to appear more than once per meeting. Persons wishing to address more than one agenda item may do so during their allotted time.

An agenda and sign-up sheet will be made available at the meeting place at least fifteen (15) minutes prior to the start of the meeting.

Other Public Presentations

Other public presentations not related to business indicated on the agenda must be submitted to the Chairman twenty-one (21) days in advance of the regular meeting and will be added to the agenda at the Chairman's discretion. If approved as an agenda item, the presentation will be limited to ten (10) minutes.

Requests to deliver such a presentation should be submitted in writing to:

Chairperson
Transportation Policy Council
Houston-Galveston Area Council
P. O. Box 22777
Houston, TX 77227

Written Comments

The TPC welcomes written comments relating to agenda items or other regional transportation planning concerns. For written comments exceeding three (3) standard 8 1/2" x 11" pages, twenty-five (25) copies must be provided. Written comments should be sent to the TPC Chairman at the above address.

ATTACHMENT B

Transportation Policy Council for the Houston-Galveston Transportation Management Area

ETHICS POLICY

The Transportation Policy Council is committed to conducting its business in an ethical and open manner. To ensure ethical conduct by members of the Transportation Policy Council and its employees, the following rules have been adopted:

Transportation Code Requirements

- No policy board member or employee of the MPO may accept or solicit any gift, favor or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct.
- No policy board member or employee of the MPO may accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position.
- No policy board member or employee of the MPO may accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of official duties.
- No policy board member or employee of the MPO may make personal investments that could reasonably be expected to create a conflict between the member's or employee's private interest and the public interest.
- No policy board member or employee of the MPO may intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised official powers or performed the official duties in favor of another.

Chapter 171, Local Government Code Requirements

- If a policy board member has a substantial interest in a business entity or in real property, the policy board member shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:
 - (1) in the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
 - (2) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

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

(i) a contract described by (1) above has been executed; or

(ii) the Transportation Policy Council is considering entering into a contract with the person; or

B) has given to the policy board member or a family member of the policy board member one or more gifts that have an aggregate value of more than \$250 in the 12-month period preceding the date the policy board member becomes aware that:

(i) a contract described by (1) above has been executed; or

(ii) the Transportation Policy Council is considering entering into a contract with the person.

- A policy board member is not required to file a conflicts disclosure statement in relation to a gift accepted by the member or a family member of the member if the gift is:

(1) given by a family member of the person accepting the gift;

(2) a political contribution as defined by Title 15, Election Code; or

(3) food, lodging, transportation, or entertainment accepted as a guest.

- A policy board member shall file the conflicts disclosure statement with the records administrator of the Transportation Policy Council not later than 5 p.m. on the seventh business day after the date on which the policy board member becomes aware of the facts that require the filing of the statement.
- The Transportation Policy Council may extend the requirements of Chapter 176 to any employee of the MPO who has the authority to approve contracts on behalf of the Transportation Policy Council. The Transportation Policy Council shall identify each employee made subject to Chapter 176 and shall provide a list of the identified employees on request to any person.
- The Transportation Policy Council shall provide access to the disclosure statements and questionnaires required to be filed under Chapter 176 on its website, if it has a website.
- Agent means a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person.
- 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:

(1) 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;