

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JULY 26, 2018 - 1:15 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

Council Member Jackie Cole will be attending the meeting via video conference from the following location:

**La Closerie
29, Rue d Anjou 49160
St Philbert-du-Peuple
France**

REGULAR MEETING

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Rabbi Matt Cohen - Congregation B' Nai isreal
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. "Texas Knights of Pythagoras Youth Organizational Month" - Proclamation
 - b. "150th Anniversary Congregation B' Nai Isreal" - Proclamation
 - c. "Galveston University Graduates" - Proclamation
 - d. "Buzz Elton" - Fire Department Donation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
- 6.B. City Manager's Report - Community Rating System (CRS) Report

7. COMMUNICATIONS AND PETITIONS

18-047 - Alfio Arcidiacono; 18-048 - David Frisbey; 18-049 - Wilfred Milburn; 18-050 - Barbara Walker; 18-051 - Laurinda Friend; 18-052 - AT & T Southwestern Bell; 18-053 - Thomas Likness; 18-054 - Steve Hoskins; 18-055 - Maria Alicea; 18-056 - Martha Kelly; 18-057 - Michelle Mosley; 18-058 - Joshua Herridge; 18-059 - Misty Smith; 18-060 - Monica Villarreal; 18-061 - Gayle Nance; 18-062 - Blanca Zepeda; 18-063 - Reynaldo Saldierna; 18-064 - Troy Gaffey; 18-065 - Ui Shams; 18-066 - Frances Haverkost; 18-067 - Joel Gillis; 18-068 - Andrew Smith; 18-069 - George Saracco; 18-070 - Texas Gas Service; 18-071 - Gregory Hayes; 18-072 - Centerpoint Energy; 18-073 - Randy Carreon; 18-074 - JerryTro Gonzales

8. PUBLIC HEARINGS

- 8.A. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Granting An Exclusive, Revocable Franchise Agreement To BFI Waste Services Of Texas, LP, To Provide A Garbage And Refuse (Waste) Collection Service For Commercial Accounts, Within The City Of Galveston For Five Years; Terminating All Prior Franchise Grants For Commercial Garbage And Refuse Collection Services; Providing For A Curbside Residential Recycling Option Clause; Providing For The Scope And Nature Of The Operation; Providing For Fees; Providing For A Penalty Provision; Providing Findings Of Fact; And Providing For An Effective Date. (B. Cook)

Documents:

[FRANCHISE AGREEMENT BFI WASTE - JULY 26 2018.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2010-2020 Postoffice/Avenue E As A "Galveston Landmark"; Property Is Legally Described As "Lots 9, 10, 11, And 12, Block 500, In The City And County Of Galveston, Texas"; Requesting The Historic Preservation Officer To Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Planning Case Number 18P-035; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (C. Gorman)

Documents:

[LANDMARK DESIGNATION - 18P 035.PDF](#)
[18P-035 STF RPT PKT.PDF](#)

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDRs), As Amended, To Regulate Excavation And Boat Sales Or Rental Uses, Prohibiting Sand Harvesting Within The City And Clarifying Sales Or Rentals Of Kayaks Is Not Included In The Prohibition Of Boat Sales Or Rental; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Documents:

[17ZA-004 - ORDINANCE - EXCAVATION AND BOAT SALES OR RENTAL.PDF](#)
[17Z-004 - LDR REVISIONS - EXCAVATION AND BOAT SALES OR RENTAL CC STF PKT 7-26-18.PDF](#)

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending The 2015 Galveston Land Development Regulations, By Amending Article 9: Section 9.501, Protection Of Existing Trees; To Include Palm Trees In The Definition Of Trees, Provide A Height Requirement For Significant Palms; Planning Case Number 18ZA-004; Making

Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[18ZA-004 RPT2 WITH ORD - PALMS.PDF](#)

- 8.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending The 2015 Galveston Land Development Regulations, By Amending Article 9: Section 9.501, Protection Of Existing Trees And Section 9.502, Tree Replacement; To Provide An Exemption For Trees Being Removed For Agricultural Purposes, Provide Specific Guidance On Mitigation, And Provide Exemptions From Mitigation Requirements; Planning Case Number 18ZA-004; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[18ZA-004 RPT2 WITH ORD - EXEMPTION AND MITIGATION.PDF](#)

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, Setting The Value For Those Rights Of Way Designated For Abandonment In Ordinance 18-001, Authorizing The City Manager To Execute The Necessary Instruments Of Abandonment On Approval Of The City Attorney, Making Various Findings And Provisions Related To The Subject. (Legal)

Documents:

[PORRETTO ROW AMOUNT.DOCX](#)
[COVER LETTER FOR PORRETTO PROPERTY.DOCX](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston 1982, As Amended, Chapter 24, Offenses- Miscellaneous, Section 24-2 "Maximum Permissible Sound Levels"; Section 24-3 "Noise Generally"; And Section 24-5 "Loudspeakers And Amplifiers" Clarifying The Location On Receiving Property On Which Sound Will Be Measured; Clarifying What Noise Is Unlawful; Clarifying When Permits For Loudspeaker And Amplifiers Are Required; Increasing The Fee For Multi-Day Loudspeaker Permits, Amending The Boundaries Of The "Downtown District", And Making Various Findings And Provisions Related To The Subject. (Brown)

Documents:

[ORDINANCE - SOUND JULY 18 DG.DOC](#)

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 Requesting That The State Of Texas And The Texas General Land Office Annually Set Aside A Portion Of The State Gomeasa Funds For Texas Coastal Cities And Continue To Fully Fund The Coastal Erosion Protection Response Act (Cepira)

Program With State Revenues, Providing For Findings Of Fact And Providing For An Effective Date. (Yarbrough)

Documents:

[RESOLUTION ON GOMESA FUNDS.DOCX](#)

- 11.B. Consider For Approval A Resolution Authorizing The City Manager To Accept Grant Funds From The Moody Permanent Endowment Fund For A Police Chaplain Position In GPD As Set Forth In The Moody Grant Letter Of June 6, 2018. (K. Etienne)

Documents:

[PEF GRANT - CITY OF GALVESTON 06062018.PDF](#)
[CHAPLAIN PERMANENT ENDOWMENT FUND.DOCX](#)

- 11.C. Consider For Approval Rejecting All Responsive Proposals For RFP # 18-13 Identified As The Request For Proposals For An Update To The Classification And Compensation Study And Accepting A Contract Renewal With Public Sector Personnel Consultants For An Update To The Study Through December 31, 2020 With An Annual Cost Not To Exceed \$30,000.00. (K. Etienne)

Documents:

[STAFF REPORT--COMPENSATION STUDY UPDATE.PDF](#)
[COMPENSATION STUDY ORIGINAL AGREEMENT \(2015\).PDF](#)
[RFP 18-13 COMPENSATION STUDY TABULATION.PDF](#)
[2018 CONTRACT EXTENSION FOR PSPC.PDF](#)

- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving An Interlocal Cooperation Agreement With The County Of Galveston To Continue Participation In A Combined Auto Crimes Task Force; Approving And Authorizing The City Manager To Execute The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (V. Hale)

Documents:

[GCACTF INTERLOCAL 2018-2019.PDF](#)
[2018 AUTO CRIMES TASK FORCE.DOC](#)

- 11.E. Consider For Approval A Resolution Authorizing The City Manager, Or His Designee, To Purchase Rifle Resistant Body Armor Not To Exceed \$85,031.58 For The Galveston Police Department. The Purchase Is To Be Funded By The Office Of The Governor Of Texas Criminal Justice Division Rifle Resistant Body Armor Program And Police Special Revenue Forfeiture Funds. (V. Hale)

Documents:

[RIFLE RESISTANT BODY ARMOR 2018.PDF](#)
[RIFLE RESISTANT BODY ARMOR.DOCX](#)

- 11.F. Consider For Approval A Request That Council Approve The Appraisal Companies Of Pyles Whatley Corporation And Colliers International As Approved Appraisers For Use In The Acquisition Of Properties Funded By CDBG Grants Funds Or Other Federal Funds. (Legal)

Documents:

[RECOMMENDATION THAT COUNCIL APPROVE THE FIRMS OF PYLES
WHATLEY AND COLLIERS INTERNATIONAL.DOCX](#)

- 11.G. Consider For Approval To Authorize The City Manager Or His Designee To Execute A Certification Of Consistency With The Consolidated Plan (HUD Form-2991) For The Gulf Coast Center And WOMAN's, Inc. (A. Law)

Documents:

[STAFF REPORT - HUD FORM-2991.PDF](#)

- 11.H. Consider For Approval An Economic Development Grant Agreement Between The Industrial Development Corporation And The Port Of Galveston For The Redevelopment Of Cruise Terminal #1. (G. McLeod)

Documents:

[CRUISE TERMINAL NO 1 PACKET.PDF](#)

- 11.I. Consider For Approval An Economic Development Grant Agreement Between The Industrial Development Corporation And The Port Of Galveston For A Port Master Plan. (G. McLeod)

Documents:

[PORT MASTER PLAN PACKET.PDF](#)

- 11.J. Consider Approval Of An Award For A Three Year Contract, With Two Optional One-Year Renewals, For RFP 18-21 Vending Machine Services. Authorizing The City Manager To Execute The Contracts Upon Final Approval By The City Attorney. Consider Approval Of An Award For A Three Year Contract, With Two Optional One-Year Renewals, For RFP 18-21 Vending Machine Services. Authorizing The City Manager To Execute The Contracts Upon Final Approval By The City Attorney. (M. Loftin)

Documents:

[BROWN STAFF REPORT.PDF](#)
[RFP 18-21 VENDING SERVICES CONTRACT SIGNED.PDF](#)

- 11.K. Consider For Approval A Reimbursement To The Port Of Galveston \$44,979.00 For The Depreciated Local Share Match Value Associated With The Cruise Ship Shuttle Vehicles. (R. Beverlin)

Documents:

[PORT SHUTTLE REIMBURSEMENT PACKET.PDF](#)

- 11.L. Consider For Approval The Purchase Of Eleven (11) Motorola Handheld Radios For Use By The City Marshall And Code Enforcement Divisions, In An Amount Not To Exceed \$26,000.00. (R. Simmons)

Documents:

[STAFF REPORT MOTOROLA RADIO PURCHASE 2018.DOC](#)
[MOTOROLA RADIO APX4000_JULY2018.PDF](#)
[HGAC RADIOS MOTOROLA RA05-15-RFP.PDF](#)
[HGAC EXTENSION.PDF](#)

- 11.M. Consider For Approval The Payment Of \$20,117.19 To Enterprise Rent A Car Damage Recovery For The Cost Of Repairs To A 2017 Dodge Ram Rented By The Galveston Police Department And Damaged In A One Vehicle Accident. (R. Simmons)

Documents:

[ENTERPRISE RENTAL STAFF REPORT.PDF](#)
[ENTERPRISE SUBRO REQUEST.PDF](#)
[TML CHECK.PDF](#)

- 11.N. Consider For Approval Rfp# 18-11 Authorizing The City Manager To Enter Into A Three (3) Year Contract With Two (2) Optional One (1) Year Renewals With Civic Plus (A.K.A Civic Rec) For Recreation Management Software At Lasker Park Pool, As Well As Mcguire-Dent And Wright Cuney Recreation Centers. (B. Sanderson)

Documents:

[CIVIS PLUS STAFF REPORT AND CONTRACT.PDF](#)

- 11.O. Consider For Approval Of Change Order No. 3 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$105,612.07 From The Amount Of \$7,515,625.77 To A New Total Amount Of \$7,621,237.84. 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. (R. Blacketter)

Documents:

[BRUNEL INDUSTRIAL AND PIPELINE - CO 3 - REHABILITATION OF THE 59TH STREET GROUND STORAGE TANK.PDF](#)

- 11.P. Consider For Approval Of Change Order No. 10 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$39,070.38 To A New Total Amount Of \$17,523,135.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blacketter)

Documents:

[CARDINAL CONTRACTORS - CO 10 - NEW 59TH STREET PUMMP STATION PROJECT.PDF](#)

- 11.Q. Consider For Approval Change Order #6 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project Extending The Contract Term By An Additional 75 Days To A New Term Of 458 Calendar Days With No Increase In Cost. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blacketter)

Documents:

[TRIPLE B SERV - SEALY - CO6.DOCX](#)

- 11.R. Consider For Approval Of Change Order #2 To The Contract With Triple B Services, L.L.P., For The 33rd Street Improvements From Broadway Avenue To Harborside Drive Project Extending The Contract Term By An Additional 41 Days To A New Term Of 253 Calendar Days With No Increase In Cost. Authorizing The City Manager To Execute All

Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[TRIPLE B SERVICES - CO 2 - 33RD STREET IMPROVEMENTS FROM BROADWAY TO HARBORSIDE DRIVE.PDF](#)

- 11.S. Consider For Approval Change Order #2 For The Contract With Triple B Services. LLP, For Gulf Drive Water Line Replacement, Increasing The Contract From \$687,222.15 By The Amount Of \$20,684.20 To A Final Cost Of \$687,222.15. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[TRIPLE B SERVICES - CO 2 - GULF DRIVE WATER LINE REPLACEMENT.PDF](#)

- 11.T. Consider For Approval The Purchase Of Two (2) 16' Dump Trailers For The Drainage Division Which Will Be Funded By The Drainage Capital Account For A Total Price Of \$16,319 From American Fence, Who Was The Lowest Bidder That Could Supply This Item And Met Specifications. (D. Smith)

Documents:

[DUMP TRAILER PURCHASE PACKET.PDF](#)

- 11.U. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle (Police Motorcycle) And Associated Equipment From The Lowest Bidder, Cowboy Harley-Davidson/Beaumont For A Total Price Of \$17,544.84 Which Will Be Funded By The Vehicle Capital Outlay Account. (D. Smith)

Documents:

[MOTORCYCLE PURCHASE PURCHASE PACKET.PDF](#)

- 11.V. Consider For Approval A Three Year Contract For Standard, After Hours, Evidence, And Heavy Duty Towing Of City Vehicles To Tony Bros. Wrecker Service, Who Was The Only Responsive Bidder That Met The Specifications For Formal Bid #18-019. (D. Smith)

Documents:

[BID 18-019 TONY BROS TOWING PACKET.PDF](#)

- 11.W. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle And Associated Equipment (John Deere Precision Mower) From Deere & Company Through Buy Board, For A Total Price Of \$28,935.66 Which Will Be Funded From The IDC Fund. (D. Smith)

Documents:

[MOWER BROOKSIDE PURCHASE PACKET.PDF](#)

- 11.X. Consider For The Approval Of The Awarding Of The Replacement Of 264' Of Old Cyclone Fencing With Trex Seclusions Fencing Behind The Fleet Facility To A To Z Fence Company For A Total Cost Of \$23,750 Which Will Be Funded From The Garage

Capital Account. (D. Smith)

Documents:

[FENCE REPLACE PACKET.PDF](#)

- 11.Y. Consider For The Approval Of The Award To Purchase Twenty Five (25) Island Transit Security Bus DVR Systems From Safety Vision, Who Was The Preferred Respondent To RFP 18-19 For A Total Of \$40,064.62. Funding Is Supported By Two 80/20 Federal Grants With TDC's Being Utilized For The Local Match. (D. Smith)

Documents:

[SAFET VISION DVR PURCHASE PACKET.PDF](#)

- 11.Z. Consider For Approval The Purchase Of 13 Firefighting Coats And 13 Pairs Of Firefighting Pants For A Total Cost Of \$30,572.10 From NAFECO, A Buy Board Company That Supplies The Departments Protective Clothing. (M. Wisko)

Documents:

[NAFECO.PPE.JULY2018.DOCX](#)

- 11.AA. Consider For Approval A Memorandum Of Understanding Between The City Of Galveston And Texas Task Force 1. (M. Wisko)

Documents:

[TEXAS TASK FORCE 1 MOU.JULY 2018.PDF](#)

- 11.BB. Consider For Approval A Design Amendment From LJA Engineering (LJA) To Add Avenue N-1/2 Reconstruction To 73rd Street, At A Fee Not To Exceed \$90,405.00 (Increase From \$175,000 To \$265,405). (D. Christodoss)

Documents:

[LJA-73RD STREET DESIGN STAFF REPORT.DOCX](#)
[OLD LJA - 73RD ST RECONSTRUCTION DESIGN - 06_06_2017.PDF](#)
[AMENDMENT TO 73RD STREET CONTRACT.PDF](#)
[AVE N 0.5 REHAB SCHEDULE.PDF](#)
[AVENUE N HALF AND 73RD CONTRACT.PDF](#)

- 11.CC. Consider For Approval The Professional Engineering Services Proposal From GC Engineering, Inc., For A Not To Exceed Amount Of \$225,228.20 For 29th Street Design From Avenue O To Seawall Blvd Including Upsizing Of Utilities. (D. Christodoss)

Documents:

[GCENGINEERING_29THSTREET_DESIGN.DOCX](#)
[PROPOSAL 29TH STREET PROJECT GC ENGINEERING.PDF](#)
[29H STREET CONTRACT.PDF](#)

- 11.DD. Consider For Approval The Proposal From EJES, Inc., For Engineering Services For The 37th Street Paving And Utility Improvements From Broadway To Seawall At A Cost Not-To-Exceed \$697,413. (D. Christodoss)

Documents:

[EJES -37TH ST STAFF REPORT.DOCX](#)
[PROPOSAL CITY OF GALVESTON 37TH STREET PROJECT.PDF](#)
[37TH STREET CONTRACT.PDF](#)

- 11.EE. Consider For Approval The Purchase Of Traffic Signal Components From Texas Highway Products, LTD In The Amount Of \$17,650.00. (K. Hockersmith)

Documents:

[TEXAS HIGHWAY PRODUCTS - TRAFFIC SIGNAL COMPONENTS 07182018.PDF](#)

- 11.FF. Consider For Approval The Purchase Of Traffic Signal Components For Installation Of Crosswalk Hawk Signal Controller Components From Texas Highway Products, LTD In The Amount Of \$25,720.00 To Enhance Pedestrian Safety At Two Mid-Block Crosswalks Located On Seawall Boulevard. (K. Hockersmith)

Documents:

[TEXAS HIGHWAY PRODUCTS - HAWK SIGNAL COMPONENTS 07192018.PDF](#)

- 11.GG. Consider For Approval Up To \$50,000 For Emergency Replacement And Repairs Of Traffic Signal Parts And Components Using Pfeiffer & Son, LTD.

Documents:

[PFEIFFER AND SON LTD SIGNAL REPAIRS STAFF REPORT JULY 2018.PDF](#)
[PFEIFFER AND SON A4532CM 2.19.18 CREDIT.PDF](#)
[PFEIFFER AND SON A4986 3.30.18.PDF](#)
[PFEIFFER AND SON A4999 4.17.18.PDF](#)
[PFEIFFER AND SON A5254 06.29.18.PDF](#)

- 11.HH. Consider For Approval Minutes Of The May 24, 2018 Workshop And Regular Meeting, The June 6, 2018 Special Meeting, And The June 21, 2018 Workshop And Regular Meeting.

Documents:

[MINUTES JULY 2018 MEETING.PDF](#)

- 11.II. Receive And File Mayor Yarbrough's Appointment Of William Ansell And Greg Garrison, And Reappointment Of Melvin Williams To The Galveston Housing Authority Board Of Directors. (Yarbrough)

Documents:

[MELVIN WILLIAMS - GHA REAPPOINTMENT.PDF](#)
[GREG GARRISON - GHA APPOINTMENT.PDF](#)
[WILLIAM ANSELL - GHA APPOINTMENT.PDF](#)

12. ACTION ITEMS

- 12.A. 2018 Audit Plan Amendment

Discuss and Consider for action extending the Police Inventory Audit to September 30, 2018 and moving the Human Resources audit to the next fiscal year 2019. (G. Bulgherini)

Documents:

[AUDIT PLAN 2018.PDF](#)

- 12.B. Consider A Motion Approving Terms And Conditions For A \$50 Million Emergency Loan Through Regions Bank

Documents:

[STAFF REPORT FOR EMERGENCY BRIDGE LOAN IN THE AMOUNT OF 50 MILLION DOLLARS WITH REGIONS BANK.PDF](#)
[COMPARISON EMERGENCY LINE OF CREDIT PROPOSAL WITH CURRENT AGREEMENT JULY 2018.PDF](#)
[REVISED CITY OF GALVESTON FNP TERM SHEET \(002\) \(002\).PDF](#)

- 12.C. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

12.C.1. Nominations By Mayor/City Council District

1. Investment Advisory Committee - Mayoral
2. Beach Access and Dune Protection Plan Review Ad Hoc Committee - District 3
3. Civilian Review Board - Districts 1, 2, 3, 5, and 6
4. Finance and Fiscal Affairs Committee - District 6
5. Galveston Housing Finance Corporation/Galveston Property Finance Authority - Districts 4 and 5
6. Parks & Recreation Advisory Board - Districts 1, 4, and 5
7. Tree Committee - District 5

12.C.2. Nominations By Council As A Whole

1. Commission for the Arts - Position 1
2. Employees' Retirement Plan for Police - Position 6
3. Families, Children and Youth Board
4. Galveston Island Redevelopment Authority - Position 5
5. Galveston Port Facilities Corporation - Positions 7 and 8
6. Industrial Development Corporation - Positions 5 (Park Board), 6 (Chamber), and 7 (GEDP)
7. Investment Advisory Committee
8. Zoning Board of Adjustment

12.C.3. Ex Officio Appointments

1. Tree Committee

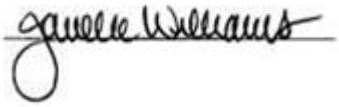
12.C.4. Appointments To Outside Entities

1. Galveston County Transit District

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 July 20, 2018 at 3:15 P.M.

A handwritten signature in black ink, appearing to read "Janelle Williams", written over a horizontal line.

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. 18-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, GRANTING AN EXCLUSIVE, REVOCABLE FRANCHISE AGREEMENT TO BFI WASTE SERVICES OF TEXAS, LP, TO PROVIDE A GARBAGE AND REFUSE (WASTE) COLLECTION SERVICE FOR COMMERCIAL ACCOUNTS, WITHIN THE CITY OF GALVESTON FOR FIVE YEARS; TERMINATING ALL PRIOR FRANCHISE GRANTS FOR COMMERCIAL GARBAGE AND REFUSE COLLECTION SERVICES; PROVIDING FOR A CURBSIDE RESIDENTIAL RECYCLING OPTION CLAUSE; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR FEES; PROVIDING FOR A PENALTY PROVISION; PROVIDING FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City Code of the City of Galveston, Chapter 15 "Garbage and Trash", the City recommends a franchise agreement for garbage and refuse collection services for commercial accounts within the City of Galveston; and,

WHEREAS, BFI Waste Services of Texas, LP, has requested the opportunity to provide garbage and refuse collection (waste collection) services for commercial accounts within the City of Galveston; and

WHEREAS, the City has investigated the financial condition, experience and service record of BFI Waste Services of Texas, LP and finds it to be a well qualified company in the area of waste collection;

WHEREAS, the City finds that granting an exclusive Franchise to a sole commercial hauler will provide more efficiencies in managing such operations and will bring about more accountability and responsiveness between the parties;

WHEREAS, the terms, nature and scope of the Franchise Agreement are more fully set forth in Attachment A, the "Franchise Agreement", attached and fully incorporated herein for all purposes; and,

WHEREAS, after notice and publication of this Ordinance as required by the City Charter and applicable local and state laws and after public hearings where evidence was received concerning the granting of a franchise to BFI Waste Services of Texas, LP, it is the opinion of the City Council that it would promote the public health, welfare and safety, and that the applicant has demonstrated that the granting of this franchise would serve the public convenience and necessity.

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. Pursuant to the Charter of the City of Galveston, this Ordinance granting, a Franchise Agreement has been read at a minimum of three regular meetings of the Council and was finally acted upon thirty (30) days or more after the first reading thereof. Within five days (5) days following each of the three readings of the Ordinance, the full text thereof was published one time in the official newspaper of the City, and the expense of such publication was borne by the Franchise Holder.

SECTION 3. The City Council hereby finds and declares that public convenience and necessity require the granting of an exclusive commercial refuse solid waste collection services franchise, which is to be furnished by the Grantee named herein.

SECTION 4. An exclusive franchise is hereby granted to BFI Waste Services of Texas, LP, hereinafter referred to as "Grantee" or "BFI", to use the public streets, alleys and thoroughfares within the corporate limits of the City of Galveston, Texas, for the purpose of engaging in the business of collecting non-hazardous, commercial garbage, trash, brush, and other refuse, herein ("waste").

The Franchise Agreement between the Parties consist of the terms and conditions set forth in Attachment A, the "Franchise Agreement", attached and fully incorporated herein for all purposes, for the waste collection services for commercial accounts within the City of Galveston.

All prior Commercial Hauler Franchise Grants are hereby terminated, revoked or rescinded.

SECTION 5. This Franchise Ordinance and Agreement does not pertain to Temporary Haulers which are addressed separately in the City Code.

SECTION 6. The term of this Franchise shall be for a period of five years effective from October 1, 2018, and terminating September 30, 2023.

SECTION 7. 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 8. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 9. 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 10. This Ordinance shall become effective no less than sixty (60) days following the date the Ordinance was adopted by the City Council.

SECTION 11. This Ordinance shall be and become effective no October 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 , 2018 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 , 2018.

Secretary for the City Council
of the City of Galveston

**FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES
FOR THE CITY OF GALVESTON**

This Franchise Agreement for Commercial Solid Waste Collection Services (herein Franchise) is made and entered into this _____ day of _____, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and BFI Waste Services of Texas, LP ("Grantee"), located at 5301 Brookglen, Houston, Texas 77017. The City and Grantee may each be referred to hereinafter as a "Party" and/or collectively referred to as "the Parties".

WHEREAS, pursuant to the City Code of the City of Galveston, Chapter 15 "Garbage and Trash", the City recommends a franchise agreement for garbage and refuse collection services for commercial accounts within the City of Galveston (the "Agreement").

WHEREAS, Grantee has requested the opportunity to provide garbage and refuse collection (waste collection) services for commercial accounts within the City of Galveston.

WHEREAS, the City has established certain conditions and requirements that must be met by any person that wishes to receive a Franchise Agreement for commercial solid waste collection services in the city and the Grantee has agreed to comply with the conditions and requirements the City has established in this Franchise Agreement and the Ordinance granting the Franchise.

WHEREAS, the Grantee recognizes the privileges and benefits that the Grantee will receive by entering into this Agreement with the City.

WHEREAS, the City has investigated the financial condition, experience and service record of Grantee and finds it to be a well-qualified company in the area of waste collection.

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Grantee for the collection of solid waste for commercial accounts within the City of Galveston. In the event that there is a conflict between this Agreement and **Exhibit A**, this Agreement controls.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

SECTION 1. Recitals and Definitions. The foregoing recitals are true, correct, and incorporated herein by reference. The following are definitions as used throughout this Agreement:

Commercial Solid Waste. Any non-hazardous Solid Waste, as defined below, generated by any Commercial Unit located with the City.

Commercial Unit. Any commercial or industrial enterprise operating within the corporate limits of City, excluding temporary containers of less than 30 days, the University of Texas Medical Branch and residential dwellings that are 4-plex apartment units or less.

Compactor. A machine or mechanism used to reduce the size of material such as waste material or bio mass through compaction.

Excluded Waste. Means highly flammable substances, Hazardous Waste, Liquid Waste, Special Waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Grantee, to be dangerous or threatening to health, or the environment, or which cannot be legally accepted at the applicable disposal facility.

Hazardous Waste. Waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substances that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

Infectious Medical Waste. Waste resulting from medical procedures which may cause or is capable of causing disease, such as:

- (i) Biological waste, including blood and blood products, excretions, exudates, secretions, suctioning’s and other bodily fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with biological fluids.
- (ii) Cultures and stocks and etiologic agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures; wastes from production of biologicals; and serums and discarded live and attenuated vaccines.
- (iii) Sharps that have been removed from their original sterile containers, including needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling and syringes.

Solid Waste. All materials defined as solid waste by the laws of the State of Texas or regulations promulgated thereunder by the Texas Commission on Environmental Quality (“TCEQ”) or other agency having jurisdiction over solid waste generated within such state, except that the term Solid Waste:

- i. is intended to mean and include only those substances which are normally permitted to be disposed of in a Type 1 sanitary landfill; and
- ii. shall exclude Special Waste, radioactive waste, Hazardous Waste and Infectious Medical Waste.
- iii. The solid waste shall not include any Excluded Waste.

Liquid Waste. Grease, oil, liquid waste and grease trap waste.

Special Waste. Any Solid Waste which is defined as special waste by the laws of the State of Texas or regulations promulgated thereunder by the TCEQ or other agency having jurisdiction over solid waste generated within such state.

Unacceptable Waste. Any waste excluded from the definition of Solid Waste, including Hazardous Waste, Infectious Medical Waste, Liquid Waste, Special Waste and any other material defined as unacceptable in the Franchise Agreement.

SECTION 2. Issuance of Exclusive, Revocable Franchise. An exclusive Franchise is hereby granted to Grantee to use the public streets, alleys and thoroughfares within the corporate limits of the City of Galveston, Texas, for the purpose of engaging in the business of collecting Commercial Solid Waste.

The granting of this Franchise does not create any vested rights. The Franchise and this Agreement may be suspended or revoked (terminated) in accordance with the terms of this Ordinance and this Agreement.

SECTION 3. Term. The term of this Franchise shall be for a period of five (5) years effective from October 1, 2018, and terminating September 30, 2023. The term of this Franchise may be extended for an additional five (5) years upon mutual agreement of the Parties.

SECTION 4. Independent Contractors. The parties are independent contractors as to each other. Nothing in this Agreement 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.

SECTION 5. Scope and Nature of Operation. Grantee shall at all times furnish Commercial Solid Waste collection services to meet or exceed current industry standards. Grantee shall collect and deliver for disposal Commercial Solid Waste, accumulated within the corporate limits of the city, for all city commercial accounts. Residential services including 4-Plex and other smaller residential properties are excluded. Services that are contracted for by individuals or companies with the Grantee are excluded.

Grantee will, at its own expense, furnish personnel and equipment to collect the Commercial Solid Waste and will establish and maintain in an efficient and businesslike manner such scheduled routes and special schedules as may be necessary to fulfill the solid waste service requirements of the accounts located within the city. The Grantee shall provide for the solicitation and servicing of customers and in its solicitation shall recommend schedules of service to said customers.

Grantee will ensure a smooth transition into an exclusive franchisee environment by meeting with all current and future customers prior to the effective Term to educate such customers on the transition process.

A. Special Scheduled Service: Grantee shall provide special scheduled service for the following “Special Events” that occur within the City.

1. The Special Events are commonly known as:
 - a. The two weekends of the Galveston Mardi Gras;
 - b. The Lone Star Biker Rally;
 - c. Dickens on the Strand.
2. The City reserves the right to add or remove a Special Event by providing a minimum of 30 days’ notice prior to a change in the special event schedule.

The **special scheduled service** is described as the removal/management of Commercial Solid Waste that occurs on the first business day before the special event and on the first business day after the special event.

The **special schedule service area** is described as the Downtown business area from the center line of 20th Street and the center line of 25th Street and the center line of Avenue A and the center line of Avenue G, in the City of Galveston. The City reserves the right to expand or contract the geographic locations of these service areas and expand or contract the number of special events.

B. Curbside Residential Recycling Option. The City reserves the right to exercise the residential curbside recycling option at any time during the term of the agreement subject to the costs as provided for in **Exhibit C**. However, Grantee shall be provided a reasonable amount of time to acquire the resources necessary to implement such program.

SECTION 6. Non-Waiver of Powers and Regulations. This Franchise shall not be taken, or held to imply the relinquishment, or waiver by the City of its power to make other reasonable requirements, or regulations which may be necessary, or proper to secure, to the greatest extent, the safety, welfare, and accommodation of the public, including the right to adopt and enforce regulations to protect and promote the health and general welfare of the public from danger, and inconvenience in the management and operations of garbage and waste collections, and to provide such service as is contemplated by this franchise. Nothing herein contained shall constitute a waiver of any of the requirements of the rules and regulations, heretofore adopted by the City, including the right to make such changes and amendments to the rules and regulations as the City may deem to be advisable or as required by state or federal law.

SECTION 7. Vehicles. All vehicles used by the Grantee for the collection and transportation of Commercial Solid Waste shall be covered at all times while loaded and in transit to prevent the blowing or scattering of waste onto the public streets or property adjacent thereto, and such vehicles shall be marked with the Grantee’s name in clearly legible letters, not less than six (“6”) inches in height. Any solid waste, litter or liquid spilled, discarded, or otherwise left on public or private property by Grantee shall be cleaned up immediately by Grantee. If Grantee fails to clean

up the same within two (2) hours of notification by the City, the City may cause such property to be cleaned and the City may charge all associated costs to Grantee in addition to any other penalties provided by this Ordinance and Agreement.

SECTION 8. Regulation of Containers. Grantee shall rent or lease containers to the owner or occupant of any commercial establishment within the City for waste, subject to the following requirements that include but may not be limited to:

- (1) ALL such containers shall be constructed according to good industry practice in the trade;
- (2) ALL such containers shall be equipped with suitable covers with secured, attached lids to prevent blowing or scattering of the waste while being transported for disposal of their contents;
- (3) ALL such containers shall be cleaned and maintained by Grantee so as to be in good repair, of a good appearance, and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage for rodents; and
- (4) ALL such containers belonging to Grantee shall be of the same color and clearly marked with the Grantee's name and telephone number in letters not less than two ("2") inches in height. Grantee must remove its name from containers before transferring title to same, and may not place its name on containers belonging to others.
- (5) In the event of termination of this Agreement, Grantee shall as soon as practicable, but no later than 90 days, remove all containers at its sole expense.
- (6) The City may require the Grantee to service one or more of its customers' containers or enclosures at a frequency that is in addition to the contracted amount in the interest of public health. The Grantee shall respond to such a request as soon as practicable and such additional pick-ups shall be governed by the rate schedule provided for in **Exhibit B** and billed to the customer. Grantee shall work with such customer afterward to ensure that their containers are adequately sized and the frequency of their service is also adequate.
- (7) Grantee shall notify the City within 72 hours of any observed violation of the City Code, Chapter 15, "Garbage and Trash." This includes but is not limited to any dumpster enclosures that are not in compliance with the law and any parties operating within the City without a valid franchise agreement.

SECTION 9. Delinquency or Removal of Customer Service. Grantee shall remove its containers if the entity or person to which it is rented/leased has not paid Grantee in accordance with the terms of their agreement with Grantee. Grantee shall notify the City of delinquent accounts that are scheduled for termination of service when such account is 30 days past due and when such account reaches 45 days past due.

Upon each notification the City shall notify the account holder to determine the reason for the delinquency and obtain a plan to rectify such delinquency. The Grantee shall notify the City whenever the termination or removal of a delinquent account is no longer anticipated or necessary.

SECTION 10. Disposal of refuse/waste. Grantee shall deliver all acceptable waste collected to the City Transfer Station located at 5515 Harborside Drive. In the event the transfer station becomes unavailable for use, the Parties may agree on an alternative site. However, Grantee shall be required to utilize the Transfer Station to assure that the minimum amount of tonnage delivered to the Transfer Station by the City equals, or exceeds 75,000 tons of waste annually.

The Director of Sanitation shall monitor the tonnage on a monthly basis to guarantee the City will meet its minimum annual tonnage under the contract. No other location may be used for the disposal of such refuse and solid waste during the term of this Franchise without the written authorization of the Director of Sanitation or his/her designee.

Rules and regulations governing hours of operation and disposal practices at the disposal site, as may be published by the City, will be observed and followed by the Grantee while engaged in the disposal of refuse and solid waste collected under the Franchise.

Collection and Disposal of Unacceptable Waste. It is specifically understood and agreed that the collection and disposal of Unacceptable Waste by the Grantee is not required by this Agreement, and Grantee shall in no event be required to collect or dispose of any Unacceptable Waste. Grantee, may in its discretion, provide for collection of Unacceptable Waste as long as the collection and disposal is completed in compliance with all Federal, State and local laws and regulations, and may charge customers separately therefore. Method and pricing of Unacceptable Waste removal is at the sole discretion of the Grantee and not subject to the rates in Exhibit B, attached hereto.

SECTION 11. Pickup Schedule. Grantee shall determine pickup schedules and routes for collection services pursuant to this Agreement. Such schedules and routes shall provide for pickup with a frequency that provides adequate service to collection customers, but minimizes the amount of collection truck traffic on City streets. Grantee shall avoid the use of residential streets by collection trucks or other heavy equipment operated by the Grantee without the specific permission of the City. The City reserves the right to limit the hours of operation of Grantee within the City should the need arise.

SECTION 12. Customer Service. The Grantee, at its own expense, will provide a local telephone number for customer service calls, from 8 a.m. until 5 p.m. daily, Monday through Friday, excluding such holidays as may be approved by Grantor, for the purpose of handling calls regarding waste collection services, and also including complaints of service. The customer service number shall be made available to the public via the Grantee's social media sites. The City and Grantee shall publish said customer service number on their respective web sites.

1. Grantee shall provide the City with an administrative organizational chart to include key personnel name, position, telephone number, email, cellular number, and home phone number when appropriate. Grantee shall provide to City an updated chart within 14 days after any key personnel change.
2. Grantee shall supply City with a monthly summary of all complaints lodged against Grantee for services performed in the City indicating the date and hour of inquiry or complaint receipt, the nature of the complaint or inquiry, and the manner and timing of the resolution of the complaint or inquiry.
3. Grantee shall supply City with a report of any missed collections by 9:00 a.m. of the following business day.

SECTION 13. Property Damage. Grantee shall be solely responsible for the repair and/or replacement of any damages to public property, including pavement damage, during the operation of containerized commercial solid waste collection services that is caused by the negligence or willful misconduct of the Grantee, its agents or employees. Repair and/or replacement of property includes, but is not limited to fences, gas meters, and water meters.

Section 14. Records, Reports and Inspections.

(a) The Grantee shall furnish to the City certified copies of its monthly financial and operating reports, for the City of Galveston service area, necessary to determine gross receipts, and an annual financial statement certified by a public accountant. The monthly financial operating reports shall be due within thirty (30) days of the close of the month and the annual audited financial report is due within sixty (60) days of the close of the Grantee's fiscal year. An extension of such period up to thirty (30) additional days may be granted by the City upon request by the Grantee.

(b) The Grantee shall furnish the City with an accurate copy of its customers every 3 months. The starting date to receive the reports shall be designated by the Grantor.

(c) Grantee shall keep and maintain all its books, record, accounts, documents, and papers pursuant to applicable state or federal record retention regulations.

(d) The City shall retain all of the investigative powers and other rights provided to the City by the Charter and state law.

(e) Nothing herein, shall require the Grantee to reveal confidential and proprietary information except as may be necessary to meet the requirements of this franchise. Grantor and Grantee shall endeavor to keep any information which could damage the business of the Grantee, confidential and a non-public record to the extent this can be accomplished under the law.

SECTION 15. Service Rates.

The City Council may fully regulate and fix the rates and charges for the services of the Grantee to its customers, to the full extent that such power is provided in the Charter, this franchise, and State law. Grantee's rates shall be as specified in **Exhibit B** attached hereto and made a part of this Ordinance and Franchise Agreement for all purposes. In the event there is a conflict between the rates, fees and charges outlined in Exhibit A and Exhibit B, Exhibit B shall control.

Grantee shall enter into a contract with each Customer in the same form as provided for in **Exhibit D**.

Grantee may from time to time propose changes in the general rates. Grantee shall file an application with the City Secretary for consideration by the City Council of the proposed rate change(s). City Council shall review the proposed change(s) within a reasonable time and shall afford the Grantee the opportunity to be heard at a public hearing. City Council may either approve, disapprove or otherwise amend the proposed rate changes.

The service rates in Exhibit B provide for an annual escalation clause of 2.5%. Grantee shall give the City notice of its intent to exercise such escalation clause by August 1st of each year during the Term.

The City shall not allow an unreasonable preference or advantage to anyone within a service classification, nor allow Grantee to subject anyone within a service classification to any unreasonable prejudice or discrimination. Distinctions in rates and services between locations and service classifications shall be reasonable and shall be approved by the City.

SECTION 16. Assignment of Franchise; Principal Office Location.

(a) The Grantee shall be a legal entity with legal capacity to operate, construct, reconstruct, and maintain garbage, trash, brush and commercial solid waste collection service in the City. Grantee shall maintain a place of business within the City or near enough to the City so that it can fulfill the obligation of its franchise without any unreasonable inconvenience to the public.

(b) This Franchise shall not be leased, assigned or otherwise amended without the approval by City Council.

SECTION 17. Conformity to Constitution, Statutes and City Code.

This Agreement is subject to the applicable provisions of the State and Federal Constitution, Federal laws and regulations, laws of the State of Texas, The Charter of the City of Galveston, and The City Code, as these laws may now read or hereinafter be amended. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under the Public Utility Regulatory Act of Texas, or amendments thereto, or any other applicable state or federal laws.

SECTION 18. Consideration.

(a) The Grantee hereby agrees to pay to the City, at the office of the Director of Finance, thirteen (13%) percent of the gross receipts measured by the waste collection service fees, revenues collected and other income from any source collected from the operation of the waste collection service pursuant to this Franchise with the City of Galveston, which remittance shall be made monthly on or before the 20th day of each calendar month. Such payment shall not release the Grantee from the payment of ad valorem property taxes levied, or to be levied, on property Grantee owns within the City. No application for a franchise will be granted unless Grantee has fully paid and kept current all ad valorem property taxes on property it owns within the City. As further consideration, Grantee agrees to pay unto the City, all transfer station fees as established in Section 15-95 of the Code of the City of Galveston, as amended.

(b) Grantee shall file with the Grantor's Director of Finance simultaneously with each payment, a sworn and certified financial statement clearly showing the gross receipts received by Grantee during the preceding month. This statement shall be filed within twenty (20) days following the end of each month. In addition, the Grantee shall file with the Director of Finance annually, after the expiration of each of the Grantee's fiscal years, a sworn and certified financial statement clearly showing the gross receipts and all components thereof received by the Grantee on an annual basis during the preceding fiscal period. Sales tax collected by the Grantee pursuant to this Agreement shall be reported to the State as being collected within the Galveston city limits to ensure Grantor receives its proportionate sales tax from the State. Grantee is not exempt from ad valorem taxes, special taxes, assessments for public improvements and transfer station fees.

(c) In the event that any franchise payment, due but not received, on or before the applicable dates specified, interest shall be charged from such due date at the annual rate of twelve (12%) percent per annum provided; however, that if this rate should be in excess of the maximum rate authorized by state law the interest rate shall automatically be reduced to the maximum rate authorized by state law.

(d) Billing methods that have the effect of reducing or avoiding the payment of Franchise Fees are prohibited and shall be cause for termination of the Franchise and this Agreement. If the Grantee or the Grantee's employees, agents or representatives use billing methods that are false, misleading or fraudulent for the purpose of reducing or avoiding payment of Franchise fees, they may be subject to penalties as provided for herein, by the City of Galveston and by State and Federal law.

SECTION 19. INDEMNITY / INSURANCE

INDEMNIFICATION. IN ACCORDANCE WITH STATE LAW, THE GRANTEE AGREES TO INDEMNIFY, SAVE AND HOLD THE CITY OF GALVESTON HARMLESS, INCLUDING ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS, FROM ANY CLAIMS, ACTIONS, LAWSUITS, PROCEEDINGS, DAMAGES, JUDGMENTS, OR LIABILITIES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF ANYONE UNDER THE GRANTEE'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 GRANTEE WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE GRANTEE 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.

INDEMNITY FOR INTELLECTUAL PROPERTY: GRANTEE 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 RIGHT COVERING SUCH MATERIALS AND GRANTEE 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.

INSURANCE REQUIREMENTS: Grantee shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Franchise. For each policy except Workers' Compensation protection, Grantee 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. Specific details of coverage limits and conditions are listed below.

Required Insurance:

Commercial liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this Agreement. Limits are to be equal to or greater than:

\$1,000,000 Commercial General Liability

2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation or other state-approved program, employer's liability in compliance with the laws of the State of Texas.

Insurance coverage shall be on a "per **occurrence basis with a \$2,000,000 aggregate**".

SECTION 20. Bonds.

1. The Grantee shall provide a Performance Bond to ensure the faithful performance of the terms and conditions of this Agreement. The Surety shall be a surety company duly authorized to do business in the State of Texas. The Grantee shall pay all premiums chargeable for the Performance Bond. The Grantee shall maintain the bond in full force and effect at all times during the term of this Agreement.

2. The Performance Bond must be in the amount of (One Million Five Hundred Thousand) \$1,500,000.00.

SECTION 21. Termination, Forfeiture and Default.

Termination for Convenience – The City of Galveston may terminate the Franchise upon at least ninety (90) days prior written notice for its convenience or for any reason deemed by the City to serve the public interest and/or the City of Galveston may terminate the contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall the City be liable for any profits anticipated to be made hereunder by the Grantee should the contract be terminated early.

The Parties may cancel or terminate this Franchise at any time for failure to comply with the terms, conditions, or provisions of this franchise, City Charter, City Code, or state or federal law, in accordance with the following procedure:

1. Should Grantee violate or fail to comply with the terms and provisions of this Franchise or the terms and conditions of any applicable City ordinance over a period of thirty (30) days after the Grantee was duly notified in writing by the City to cease or desist from any such violation or failure to comply, then the Grantee may be deemed to have forfeited and annulled and shall there by forfeit and annul all rights and privileges granted by this franchise.

2. Such forfeiture shall be declared only by a written decision of the City after an appropriate public proceeding before the City Council. All due process requirements shall be met by providing the Grantee with at least fifteen (15) days prior written notice of any public hearing concerning the forfeiture of the franchise and, in addition, fifteen (15) days' notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by Grantee.

3. The City Council, after full public hearing, may, in its discretion, forfeit the Franchise, or, upon finding a violation, or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation, or failure to comply upon a showing by Grantee of mitigating circumstances, or upon showing good cause for said violation or failure to comply as may be determined by the Council. City Council, may declare said Franchise forfeited and may exclude the Grantee from further use of the streets of the City of Galveston under said Franchise forfeited and said Grantee shall thereupon immediately surrender all rights in and under the same and said franchise shall become null and void and no effect.

4. Grantee shall have the right to appeal any finding of violation or failure to comply that result in a forfeiture of the Franchise to any court of competent jurisdiction sitting in Galveston County, Texas, within thirty (30) days from the date of the City Council's decision, or the right to appeal is waived.

5. If after 90 days' notice by the City to Grantee to remove/collect their containers, and Grantee fails to collect their containers, it is understood and agreed that the City has the right but is not required, to remove, and sell said containers at any public auction to recover the removal and storage fees. Any excess proceeds after sale shall be remitted to Grantee.

SECTION 22. Retention of Rights by City. The City of Galveston, in granting this Franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the city and the granting of this Franchise in no way interferes with the improvements or maintenance, or any other street, alleys, and public ways, and the rights of the Grantee herein to use said streets shall at all times be subservient to the right of the governing body of the City of Galveston to fully exercise its rights or control over said streets, alleys and public ways.

SECTION 23. Amendments. The City of Galveston expressly reserves the right, after due notice to Grantee, to modify, amend, alter, change or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Grantee as may be just, reasonable and necessary for the purpose of insuring adequate service to the public.

SECTION 24. No Waiver; Penalties

(a) Failure of the City to act upon any violation of any of the terms and conditions of the Franchise Agreement does not excuse or waive the Grantee from complying with any of the terms and conditions of the franchise Agreement.

(b) Grantee's violation or failure to comply with any of the provisions of the Ordinance or this Agreement is subject to a fine of not more than Five Hundred (\$500.00) Dollars and each day any violation or non-compliance continues shall constitute a separate and distinct offense.

(c) The penalty provided herein shall be cumulative of other remedies provided herein and by State and Federal law including, but not limited to, the power to forfeit or terminate this Franchise, the power of injunction or any other equitable remedies as provided by State law and the right to sue for damages which remedies may be exercised in enforcing this ordinance whether or not there has been a criminal complaint filed.

SECTION 25. Taxes. The Grantee shall promptly pay all lawful ad valorem taxes, and such other levies and assessments that may lawfully be imposed upon it. Failure to pay any of such charges or taxes shall be deemed a breach of the Franchise Agreement.

SECTION 26. Applicable Law, Venue and Jurisdiction: This Agreement 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 Agreement, 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 Agreement.

SECTION 27. Entire Agreement: This Agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties, and shall supersede and control over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral. Grantee, by signing this Agreement, acknowledges the City of Galveston is entering into this Agreement in its governmental capacity, and not a proprietary capacity. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

SECTION 28. Attorney's Fees: In the event there is a dispute concerning this Agreement, 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.

[Signatures on following page]

IN WITNESS WHEREOF, City and Grantee have entered into this Agreement, effective as of the day and year first above written, with the intention of being legally bound hereby.

CITY OF GALVESTON

Grantor:

BFI Waste Services of Texas, LP

Grantee:

By: _____ Date: _____
Brian Maxwell, City Manager

By: _____ Date: _____
_____, General Partner

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 FRANCHISE AGREEMENT AND ORDINANCE, AND
HEREBY ACCEPTS THE TERMS OF THE SAME.**

**THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §**

On this day, BEFORE ME, personally appeared _____ its General Partner, of BFI Waste Services of Texas, LP., 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 _____, 2018.

Notary Public in and for the State of Texas

EXHIBIT A:

**GRANTEE'S PROPOSAL FOR SOLID WASTE COMMERCIAL HAULING SERVICES
WITHIN THE CITY OF GALVESTON**

EXHIBIT B:

COMMERCIAL RATE HAULER RATES

EXHIBIT B

DUMPSTER MONTHLY RATES YEAR 1 (10/1/18 - 09/30/19)

Subsequent Years subject to 2.5% Base Rate Escalation

Frequency = times per
week

	1	2	3	4	5	6	7	Extra
2 CY Base Rate	\$ 53.15	\$ 98.51	\$ 140.76	\$ 178.33	\$ 211.21	\$ 239.43	\$ 262.96	\$ 100.00
FRF 20%	\$ 10.63	\$ 19.70	\$ 28.15	\$ 35.67	\$ 42.24	\$ 47.89	\$ 52.59	\$ 20.00
Franchise Fee 13%	\$ 8.29	\$ 15.37	\$ 21.96	\$ 27.82	\$ 32.95	\$ 37.35	\$ 41.02	\$ 15.60
Sales Tax 8.25%	\$ 5.95	\$ 11.02	\$ 15.75	\$ 19.95	\$ 23.63	\$ 26.79	\$ 29.42	\$ 11.19
Total 2 CY Dumpster	\$ 78.02	\$ 144.60	\$ 206.62	\$ 261.77	\$ 310.03	\$ 351.45	\$ 385.99	\$ 146.79
3 CY Base Rate	\$ 68.04	\$ 124.39	\$ 176.06	\$ 220.72	\$ 258.36	\$ 288.99	\$ 312.61	\$ 100.00
FRF 20%	\$ 13.61	\$ 24.88	\$ 35.21	\$ 44.14	\$ 51.67	\$ 57.80	\$ 62.52	\$ 20.00
Franchise Fee 13%	\$ 10.61	\$ 19.40	\$ 27.47	\$ 34.43	\$ 40.30	\$ 45.08	\$ 48.77	\$ 15.60
Sales Tax 8.25%	\$ 7.61	\$ 13.92	\$ 19.70	\$ 24.69	\$ 28.90	\$ 32.33	\$ 34.97	\$ 11.19
Total 3 CY Dumpster	\$ 99.87	\$ 182.59	\$ 258.43	\$ 323.99	\$ 379.24	\$ 424.20	\$ 458.87	\$ 146.79
4 CY Base Rate	\$ 75.13	\$ 134.68	\$ 187.98	\$ 231.94	\$ 266.54	\$ 291.80	\$ 307.69	\$ 100.00
FRF 20%	\$ 15.03	\$ 26.94	\$ 37.60	\$ 46.39	\$ 53.31	\$ 58.36	\$ 61.54	\$ 20.00
Franchise Fee 13%	\$ 11.72	\$ 21.01	\$ 29.32	\$ 36.18	\$ 41.58	\$ 45.52	\$ 48.00	\$ 15.60
Sales Tax 8.25%	\$ 8.40	\$ 15.07	\$ 21.03	\$ 25.95	\$ 29.82	\$ 32.64	\$ 34.42	\$ 11.19
Total 4 CY Dumpster	\$ 110.28	\$ 197.69	\$ 275.93	\$ 340.46	\$ 391.25	\$ 428.32	\$ 451.65	\$ 146.79
6 CY Base Rate	\$ 101.01	\$ 178.63	\$ 246.91	\$ 301.15	\$ 341.36	\$ 367.54	\$ 379.70	\$ 100.00
FRF 20%	\$ 20.20	\$ 35.73	\$ 49.38	\$ 60.23	\$ 68.27	\$ 73.51	\$ 75.94	\$ 20.00
Franchise Fee 13%	\$ 15.76	\$ 27.87	\$ 38.52	\$ 46.98	\$ 53.25	\$ 57.34	\$ 59.23	\$ 15.60
Sales Tax 8.25%	\$ 11.30	\$ 19.98	\$ 27.62	\$ 33.69	\$ 38.19	\$ 41.12	\$ 42.48	\$ 11.19
Total 6 CY Dumpster	\$ 148.27	\$ 262.21	\$ 362.43	\$ 442.05	\$ 501.07	\$ 539.50	\$ 557.35	\$ 146.79
8 CY Base Rate	\$ 119.09	\$ 207.00	\$ 282.44	\$ 339.17	\$ 377.21	\$ 396.53	\$ 397.15	\$ 100.00
FRF 20%	\$ 23.82	\$ 41.40	\$ 56.49	\$ 67.83	\$ 75.44	\$ 79.31	\$ 79.43	\$ 20.00
Franchise Fee 13%	\$ 18.58	\$ 32.29	\$ 44.06	\$ 52.91	\$ 58.84	\$ 61.86	\$ 61.96	\$ 15.60
Sales Tax 8.25%	\$ 13.32	\$ 23.16	\$ 31.60	\$ 37.94	\$ 42.20	\$ 44.36	\$ 44.43	\$ 11.19
Total 8 CY Dumpster	\$ 174.81	\$ 303.85	\$ 414.59	\$ 497.86	\$ 553.70	\$ 582.05	\$ 582.96	\$ 146.79
10 CY Base Rate	\$ 129.38	\$ 235.37	\$ 317.98	\$ 377.21	\$ 413.06	\$ 425.52	\$ 414.60	\$ 100.00
FRF 20%	\$ 25.88	\$ 47.07	\$ 63.60	\$ 75.44	\$ 82.61	\$ 85.10	\$ 82.92	\$ 20.00
Franchise Fee 13%	\$ 20.18	\$ 36.72	\$ 49.60	\$ 58.84	\$ 64.44	\$ 66.38	\$ 64.68	\$ 15.60
Sales Tax 8.25%	\$ 14.47	\$ 26.33	\$ 35.57	\$ 42.20	\$ 46.21	\$ 47.60	\$ 46.38	\$ 11.19
Total 10 CY Dumpster	\$ 189.91	\$ 345.49	\$ 466.75	\$ 553.70	\$ 606.32	\$ 624.61	\$ 608.58	\$ 146.79

FRF

Calculated as Base Rate X 20%

Franchise Fee

Calculated as Base Rate + FRF X 13%

Sales Tax (State & Local)

Calculated as Base Rate + FRF + Franchise Fee X 8.25%

EXHIBIT B

INDUSTRIAL MONTHLY RATES

Industrial 5 Year Proposal:

Haul Rate:	\$ 293.00
Disposal for Ton:	\$ 46.50
Compactor Rental:	\$ 400.00
Open Top Rental:	\$ 50.00
Plus FRF, Franchise Fee & Sales Tax	

EXHIBIT B

COMPACTOR MONTHLY RATES

	Frequency = times per week	Year 1	Year 2	Year 3	Year 4	Year 5
Escalation 2.	2X		\$ 7.77	\$ 7.97	\$ 8.17	\$ 8.37
3 CY		\$ 310.97	\$ 318.74	\$ 326.71	\$ 334.88	\$ 343.25
FRF 20%		\$ 62.19	\$ 63.75	\$ 65.34	\$ 66.98	\$ 68.65
Franchise Fee 13%		\$ 48.51	\$ 49.72	\$ 50.97	\$ 52.24	\$ 53.55
Sales Tax 8.25%		\$ 34.79	\$ 26.30	\$ 26.95	\$ 27.63	\$ 28.32
Total 3 CY Compactor		\$ 456.46	\$ 458.51	\$ 469.98	\$ 481.73	\$ 493.77
Escalation 2.5% Beginning Year 2			\$ 11.75	\$ 12.04	\$ 12.34	\$ 12.65
4 CY	3X	\$ 469.96	\$ 481.71	\$ 493.75	\$ 506.10	\$ 518.75
FRF 20%		\$ 93.99	\$ 96.34	\$ 98.75	\$ 101.22	\$ 103.75
Franchise Fee 13%		\$ 73.31	\$ 75.15	\$ 77.03	\$ 78.95	\$ 80.92
Sales Tax 8.25%		\$ 52.57	\$ 39.74	\$ 40.73	\$ 41.75	\$ 42.80
Total 4 CY Compactor		\$ 689.84	\$ 692.94	\$ 710.26	\$ 728.02	\$ 746.22
Escalation 2.5% Beginning Year 2			\$ 15.43	\$ 15.82	\$ 16.21	\$ 16.62
6 CY	3X	\$ 617.27	\$ 632.70	\$ 648.52	\$ 664.73	\$ 681.35
FRF 20%		\$ 123.45	\$ 126.54	\$ 129.70	\$ 132.95	\$ 136.27
Franchise Fee 13%		\$ 96.29	\$ 98.70	\$ 101.17	\$ 103.70	\$ 106.29
Sales Tax 8.25%		\$ 69.05	\$ 70.78	\$ 53.50	\$ 54.84	\$ 56.21
Total 6 CY Compactor		\$ 906.07	\$ 928.72	\$ 932.90	\$ 956.22	\$ 980.12

FRF Calculated as Base Rate X 20%

Franchise F Calculated as Base Rate + FRF X 13%

Sales Tax (\$ Calculated as Base Rate + RFR +Franchise Fee X 8.25%

EXHIBIT B

INDUSTRIAL MONTHLY RATES

Industrial 5 Year Proposal:

Haul Rate:	\$ 293.00
Disposal for Ton:	\$ 46.50
Compactor Rental:	\$ 400.00
Open Top Rental:	\$ 50.00
Plus FRF, Franchise Fee & Sales Tax	

EXHIBIT C

CURBSIDE-RESIDENTIAL RECYCLING RATES DURING OPTION PERIOD

EXHIBIT C

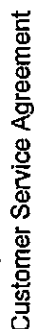
PROJECTED CURBSIDE RECYCLING FEES
1 Issued Recycling Cart Only
2.5% Escalation Each Year After Year 1

Year	Escalation	Monthly Fee	Sales Tax	Cost per account	# of Accounts:	Total Cost
Year 1		\$ 10.00	\$ 0.83	\$ 10.83	21,500.00	\$ 232,737.50
Year 2	\$ 0.25	\$ 10.25	\$ 0.85	\$ 11.10	21,500.00	\$ 238,555.94
Year 3	\$ 0.26	\$ 10.51	\$ 0.87	\$ 11.37	21,500.00	\$ 244,519.84
Year 4	\$ 0.26	\$ 10.77	\$ 0.89	\$ 11.66	21,500.00	\$ 250,632.83
Year 5	\$ 0.27	\$ 11.04	\$ 0.91	\$ 11.95	21,500.00	\$ 256,898.65

**Additional fees will be applied for additional recycling carts.

EXHIBIT D

FORM OF CUSTOMER CONTRACT



INVOICE TO		SITE LOCATION	
CUSTOMER		SITE	
NAME		NAME	
ATTN:		ADDRESS	
ADDRESS		CITY	
		STATE	
		ZIP CODE	
		TEL. NO.	
		FAX NO.	
		AUTHORIZED BY:	
		TITLE	
		CONTACT	
		TITLE	

AGREEMENT NUMBER	
ACCOUNT NUMBER	855 -
EMAIL	

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	CO	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TCRC GRP
																				Exchange Spare Parts Recondition Removal	

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

Summary

16

BY:

AUTHORIZED SIGNATURE)

3711

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

TERMS AND CONDITIONS

This Customer Service Agreement is made between BFI Waste Services of Texas, LP DBA Allied Waste Houston Services Group, Republic Services of Houston ("Company") and the customer listed on the order form ("Customer"). By using our website to submit the order form and checking the box to agree to this Customer Service Agreement, you are electronically signing and agreeing to the following Terms and Conditions (together with the online order form and confirmation, the "Agreement")

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM, THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supercedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

Customer
Signature: _____

Date: _____



INVOICE TO		SITE LOCATION	
CUSTOMER		SITE	
NAME		NAME	
ATTN:		ADDRESS	
ADDRESS		CITY	
		STATE	
		ZIP CODE	
		TEL. NO.	FAX NO.
		AUTHORIZED BY:	TITLE
		CONTACT	TITLE

AGREEMENT NUMBER
ACCOUNT NUMBER
EMAIL

[illegible]

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____	BY: _____	TITLE: _____	TITLE: _____
		(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)
		_____	_____
		CUSTOMER NAME (PLEASE PRINT)	CUSTOMER NAME (PLEASE PRINT)
		_____	_____
		DATE OF AGREEMENT	DATE OF AGREEMENT
		_____	_____

TERMS AND CONDITIONS

This Customer Service Agreement is made between BFI Waste Services of Texas, LP DBA Allied Waste Houston Services Group, Republic Services of Houston ("Company") and the customer listed on the order form ("Customer"). By using our website to submit the order form and checking the box to agree to this Customer Service Agreement, you are electronically signing and agreeing to the following Terms and Conditions (together with the online order form and confirmation, the "Agreement")

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TERM, THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

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TERMS AND CONDITIONS (Continued from previous page)

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RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling, sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

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RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overfeed (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

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EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

Customer
Signature: _____

Date: _____

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT 2010-2020 POSTOFFICE/AVENUE E AS A "GALVESTON LANDMARK"; PROPERTY IS LEGALLY DESCRIBED AS "LOTS 9, 10, 11, AND 12, BLOCK 500, IN THE CITY AND COUNTY OF GALVESTON, TEXAS"; REQUESTING THE HISTORIC PRESERVATION OFFICER TO RECORD THE PROPERTY'S LANDMARK DESIGNATION IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY IN GALVESTON COUNTY, THE TAX RECORDS OF THE CITY OF GALVESTON AND THE CENTRAL APPRAISAL DISTRICT, AND THE OFFICIAL ZONING MAPS OF THE CITY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 18P-035; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council adopted Ordinance No. 99-14, on March 11, 1999, creating the Landmark Designation Process. In accordance with the Ordinance, a property requesting designation must meet certain criteria. Additionally, the designation is considered a "change of zoning" for the property, and is therefore treated as such; and

WHEREAS, Maureen M. Patton (Applicant) is requesting that the structure commonly known as the Grand Opera House located at 2010-2020 Postoffice/Avenue E and legally described as "Lots 9, 10, 11, and 12, Block 500, in the City and County of Galveston, Texas" be officially designated as a Galveston Landmark; and

WHEREAS, the Grand Opera House was constructed in 1894 and has been an established and familiar visual feature of the City's downtown; and

WHEREAS, the property meets the criteria for Landmark Designation as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all purposes; and

WHEREAS, at its meeting of June 18, 2018, the Landmark Commission voted unanimously to recommend approval of the Landmark Designation; and

WHEREAS, at its meeting of June 19, 2018, the Planning Commission voted unanimously to recommend approval of the Landmark Designation; and

WHEREAS, Staff recommends that Planning Case number 18P-035, request for Landmark Designation of the Grand Opera House be approved with the standard condition as set out in Section 2 below; and

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to grant the application and approve the Grand Opera House as a Galveston Landmark.

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 approves a request for Landmark Designation of the Grand Opera House located at 2010-2020 Postoffice/Avenue E and legally described as “Lots 9, 10, 11, and 12, Block 500, in the City and County of Galveston, Texas” subject to the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including all Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties of Galveston, Texas.

SECTION 3. The City of Galveston Historic Preservation Officer will maintain all records and will record the property's Landmark Designation in the Official Public Records of Real Property of Galveston County, in the tax records of the City of Galveston and the Central Appraisal District, and in the Official Zoning Maps of the City of Galveston, Texas.

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 become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

MEHRAN JADIDI
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 the 26th day of July, 2018, 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 _____, 2018.

Secretary for the City Council
of the City of Galveston



18P-035

STAFF REPORT

ADDRESS:

2010-2020 Postoffice/Avenue E

LEGAL DESCRIPTION:

Property is legally described as Lots 9, 10, 11, and 12, Block 500, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Maureen M. Patton, Executive Director

PROPERTY OWNER:

1894, Inc.

ZONING DISTRICT:

Central Business (CB)

HISTORIC DISTRICT:

None

REQUEST:

Request for designation as a Galveston Landmark

STAFF RECOMMENDATION:

Approval with Conditions

EXHIBITS:

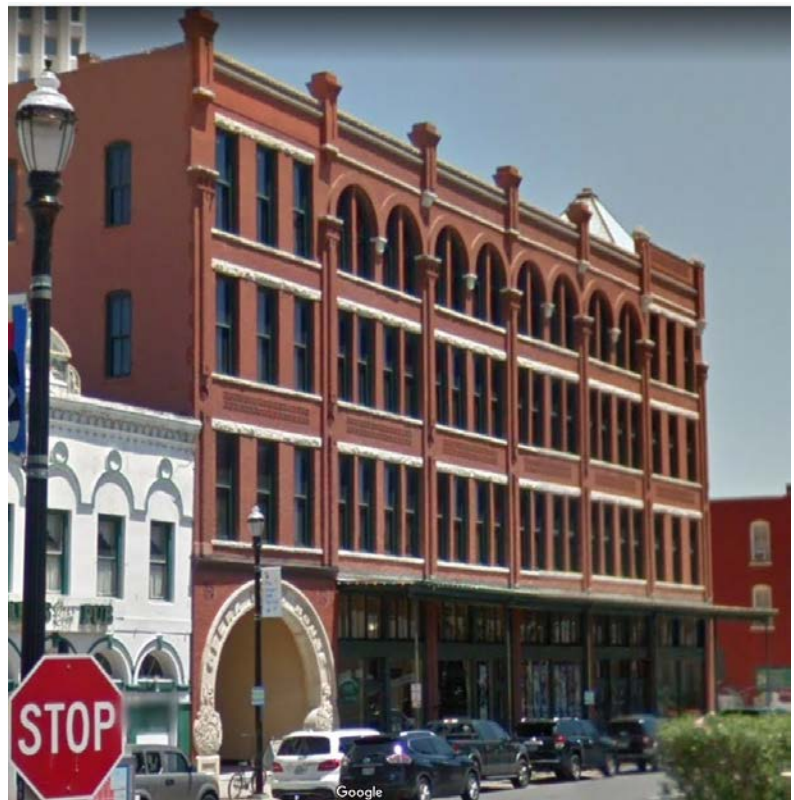
A – Applicant's Submittal

STAFF:

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

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
34	2	2	0	0



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Central Business (CB)	Commercial
North	Central Business (CB)	Parking
South	Central Business (CB)	Commercial
East	Central Business (CB)	Commercial
West	Central Business (CB)	Commercial

Executive Summary

The applicants are requesting designation of the above referenced address, as a Galveston Landmark.

Analysis

As per Article 10 of the Land Development Regulations, the following criteria should be considered during the Landmark Designation review process:

1. The character, interest, or value as part of the development, heritage, or cultural characteristics of the City of Galveston, Galveston County, the State of Texas, or the United States.

The Grand Opera House and Hotel complex is valuable to the cultural heritage of the City of Galveston due to its association with the performing arts. Constructed in 1894, The Grand Opera House operated continuously, as both a live theater and a movie theater, until 1974. After an extensive restoration in the 1980s, the Grand Opera House continues as a setting for live performances, with more than 90,000 attendees a year.

2. Recognition as a Recorded Texas Historic Landmark, National Historic Landmark, or entered into the National Register of Historic Places.

The Grand Opera House was listed on the National Register of Historic Places in 1974. The Grand Opera House is also designated as a Recorded Texas Historic Landmark.

3. Association with events that have made significant contribution to the broad patterns of local, regional, state or national history.

In operation for well over 100 years, the Grand Opera House has served as an entertainment venue for many generations of Galvestonians. Please see the Applicant's Submittal for a partial list of the artist who have performed at the Grand Opera House.

4. Distinctive characteristics of a period or method of construction, or architecture; representative of, or a rare survivor of, the work of a master design, builder, or craftsman.

The Grand Opera House was designed in the Richardsonian Romanesque style by the architect Frank Cox. Mr. Cox started his career in the 1880s as an artist and painted backdrop curtains for the Opera House in Batavia, New York and the Academy of Music in Auburn, New York. His architectural career began in New Orleans in 1893. Mr. Cox designed more than 50 theaters for the Klaw & Erlanger Company, a theatrical production company based in New York City in the early 1900s.

5. **Representative of an established and familiar visual feature of a neighborhood, community, or city.**

The Grand Opera House has been an established visual feature of Postoffice Street since its construction in 1894.

6. **Retention of historic integrity, meaning that the property possesses several, and usually most, of the following aspects of integrity: location, design, setting, materials, workmanship, feeling or association.**

The Grand Opera House retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association.

Financial Incentives for Historic Properties

Due to the fact that the building is owned by a non-profit organization and does not pay property taxes, the property is not eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

The Landmark Commission and Planning Commission have reviewed this request and voted to recommend approval. Both votes were unanimous.

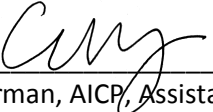
Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties of Galveston, Texas.

Respectfully Submitted:



Catherine Gorman, AICP, Assistant Director/HPO

July 12, 2018

Date

Statement of Historical and Cultural Significance

The Grand Opera House and Hotel complex was built in 1894 to satisfy a need for artistic and cultural pursuits to a growing community. The quality performances were part of the Henry Greenwall circuit that toured through much of the South. With its opening in January, 1895, The Grand Opera House in Galveston provided the city with the best in opera and various dramatic performances at the height of theatrical popularity in the United States. The Grand staged melodrama, musical comedy, operettas, operas, plays, and concert artists with continued success for twenty-four years. Audiences enjoyed performances by Sarah Bernhardt, Lillian Russell, the Marx Brothers, Tex Ritter, Russian ballerina Anna Pavlova, Polish composer and pianist Ignace Paderewski, "March King" John Philip Sousa, orator William Jennings Bryan, as well as circus acts and even a kinetoscope of a title boxing match.

Frank Cox, the architect for The Grand Opera House, designed the structure and the interior decorations and scenery. Barnes and Palliser of Galveston began construction of the building in June of 1894. The completed structure was four stories on the front side with ground floor hotel office, cafe and space for other stores. The auditorium had all the latest improvements and equipment and was one of the first theatres to use modern theories of acoustics. The interior was designed with no square corners in order to eliminate echoes and no seat in the house was more than 70 feet from the stage. One of the most striking features inside The Grand was the drop curtain. The architect, Cox, was also an artist. He copied the Greek painting, "Sappho and Her Companions," and surrounded it with what appeared to be plush draperies. The walls were decorated with painted borders of "festoons of roses looped and knotted with bows of ribbons," and over the stage were lover's knots, tropical flowers, masks, play books and other appropriate emblems. The Grand was, in short, a suitable showplace for both the audience and the performers. The rebuilding after the 1900 storm did not alter the theatre except for minor changes in the decorations.

The theatre only served its original purpose briefly before the emergence of the motion picture. For a short time, vaudeville was enjoyed at The Grand and in 1924 it was converted into a movie house. The story of this theatre, however, did not end with the rise of film entertainment as did similar performance theatres. The Grand Opera House adapted to the changes of the time, and remains a record of the transition from a stage theatre to a movie theatre. However, as the downtown area began to decline, the theatre shut its doors and fell into disrepair. Beginning in 1974, restoration began and The Grand was once again the setting for live theatre. The building as a whole has remained as it was originally constructed with the same excellent acoustics and no seat more than 70 feet from the stage. Annually, approximately 90,000 people from the Houston/Galveston/Gulf Coast area and beyond attend events at The Grand.

With an increasing number of performances each season for the past 40 years, the list of stars performing here is lengthy: Harry Belafonte, Itzhak Perlman, B.B. King, Gladys Knight, Tommy Tune, Lyle Lovett, Hal Holbrook, Willie Nelson, Tony Bennett and many more. Productions include Broadway shows, music of every style, comedy and dance. The Grand's cultural impact also includes children's performances, in-school workshops, two theatre residencies for students, a children's arts festival and a juried fine arts festival. Our involvement in the community has greatly impacted business development and drawn a variety of restaurants, shops, and art galleries to the downtown area, helping the Island earn a Downtown Cultural Arts District designation from TCA.

Statement of Architectural Significance

The façade of The Grand 1894 Opera House is predominately pressed St. Louis brick with a massive, French Romanesque style stone archway serving as the entrance. The archway dominates the south west façade of the building with large, storefront windows along the south east side.

The elevation of the building is divided into six bays with the end bays on the east and west treated as corner pavilions. The center four bays are vertically grouped in Richardsonian fashion and the upper three levels - treated as the shaft of the column - are separated by pilasters and surmounted by double arches. A brick cornice has projecting engaged colonettes demarcating the bays.

The street entrance to the opera house is through a large semicircular arch with evidences of Sullivanesque influence in its form and carving. This arch was restored to its original design (circa 1980).

The four-story, rectangular building is actually a double structure located on a lot 128 feet wide and 120 feet deep. East of the theatre entrance, the event room, offices, and apartments occupy the width of the street front (forty-three feet deep) which was formerly the hotel and shops. (These spaces – renovated circa 1980 and 2012 - do not attempt to duplicate the original interior elements but were designed with minimal change to the façade.) The original airspace separating the hotel and the opera house is now fire stairs.

The theater auditorium runs parallel to the front section with an entrance from the street, and 3 lobby levels at the west end of the building. The basic structure of the auditorium has changed minimally from its original form. Restoration began in 1974 with emphasis on creating a modern, practical theatre with state-of-the-art sound and lighting systems while retaining the charm of its past. This was accomplished over a twelve-year period. Additional restoration was begun in 2007 focused on replacing all of the mortar on the south (front) façade of the building while reutilizing the bricks.

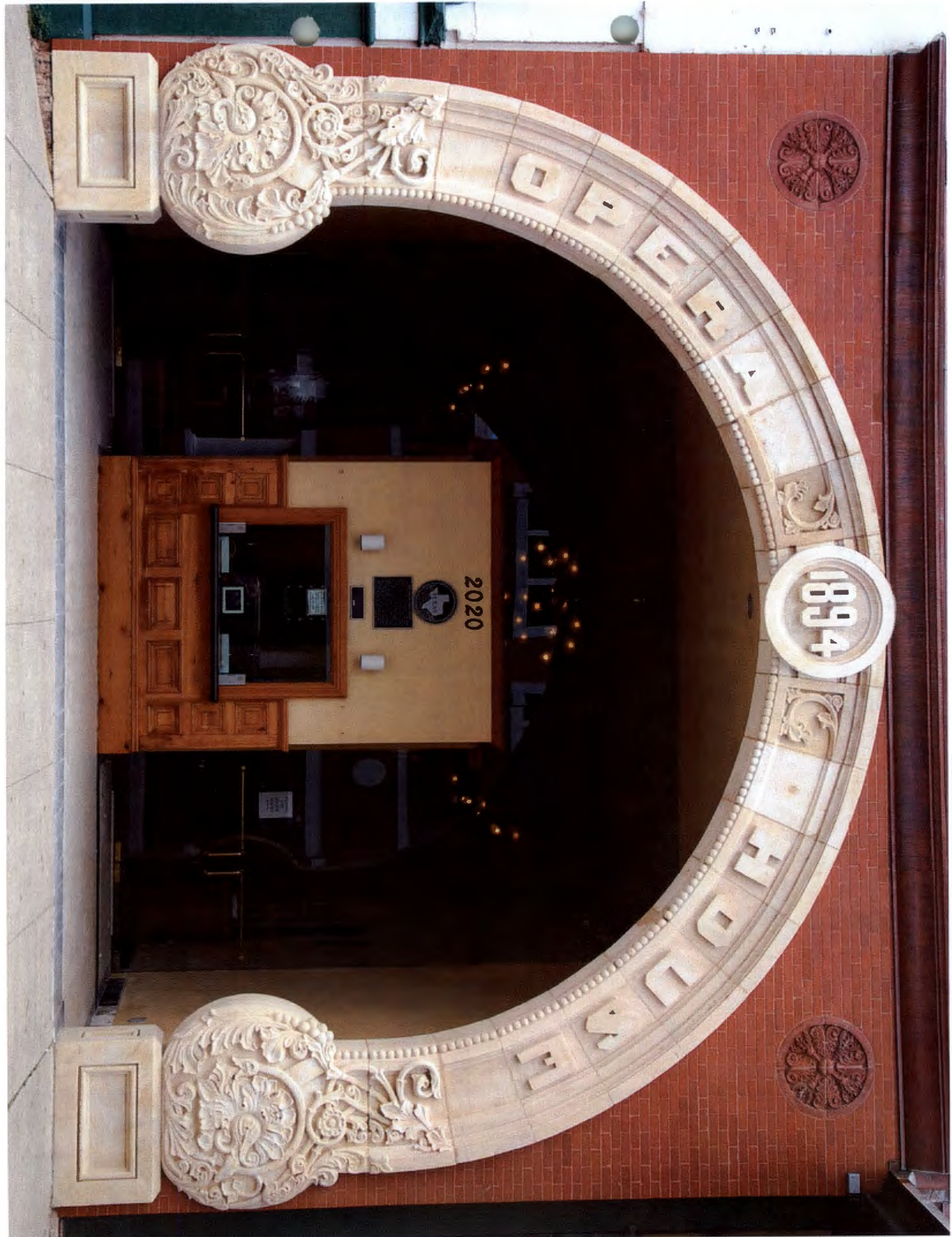
The interior of The Grand, restored beginning in 1974, features long-leaf pine molding, wainscoting, handrails, and doors, some of which were original to the theatre and some replicating existing elements and made from long leaf pine of the same age as the theatre. Based on photos of the original theatre interior, decorative painting was added on box seats and around the ceiling. An opulent curtain was designed and painted to match the original curtain which featured the Greek poet, Sappho, daydreaming in a boat. Carpet woven to replicate that of the original theatre was installed and remains in place. The original, brass light fixtures featured both gas and electricity and lighting throughout the theatre replicates the originals.







GRAND OPERA HOUSE - Galveston.



ORPHEUS

1894

HOUSE

2020



GRAND OPERA HOUSE - Gal...



ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS (LDRS), AS AMENDED, TO REGULATE EXCAVATION AND BOAT SALES OR RENTAL USES, PROHIBITING SAND HARVESTING WITHIN THE CITY AND CLARIFYING SALES OR RENTALS OF KAYAKS IS NOT INCLUDED IN THE PROHIBITION OF BOAT SALES OR RENTAL; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; 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 for approximately three 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, Staff worked with the general public, design professionals, and other stakeholders and have identified and compiled a list of revisions 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, the text amendment proposals serve the purposes outlined for consideration of text amendments as provided in Section 13.2 of the LDRS; and,

WHEREAS, in accordance with Section 13.701 of the LDR’s, the Planning Commission held at least two public hearings on the text amendment proposals. 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 the proposed revisions. On December 14, 2017, the City Council, by request of the Galveston Regional Chamber of Commerce, granted additional time and public meetings to review the proposed revisions; and,

WHEREAS, the Planning Commission at its regular meeting of May 8, 2018, voted to recommend City Council approve or adopt the Final Revisions List which contain those LDR revisions that have been vetted by the Planning Commission, the Chamber of Commerce and the public, with the exception of provisions regarding Excavation and Boat Sales or Rental; and,

WHEREAS, Staff has modified the proposed language for those revisions in accordance with feedback received from City Council; 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.

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 prohibit the excavation and harvesting of sand without the possession of a Specific Use Permit, in substantially the same form as more fully described in the staff report, and attached as Attachment A.

SECTION 3. 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 clarify that kayaks are not included in the prohibition of boat sales and rentals, in substantially the same form as more fully described in the staff report, and attached as Attachment B.

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. This Ordinance amends the 2015 Galveston Land Development Regulations 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 6. 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 7. 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

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 an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on July 26, 2018, 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 _____, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

823 Rosenberg | Galveston, TX 77550
409-797-3660 planningcounter@galvestonTX.gov

Date: July 13, 2018

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

From: Adriel Montalvan, Senior Projects Manager

RE: **17ZA-004** Request for a text amendment to the Galveston Land Development Regulations to provide for revisions to the document.
Applicant: City Staff

I. Background

The first public hearing for this request was held on June 20, 2017. Subsequent hearings and workshops were held over the following months. On October 3, 2017, the Planning Commission voted unanimously to recommend approval of this text amendment request. However, when the revisions were formally presented to City Council at its regular meeting of December 14, 2017, by request of the Galveston Regional Chamber of Commerce, the Council granted additional time and public meetings to review the proposed revisions. After completing the additional review, on May 8, 2018, the Planning Commission voted unanimously to recommend approval of this text amendment request.

On June 21, 2018, City Council voted unanimously to approve the proposed revisions with the exception of proposed land uses for Excavation and Boat Sales or Rental, and their associated limited use standards.

II. Current Situation

Staff has modified proposed language for the two outstanding revisions described above and detailed in Attachments A and B, respectively, in accordance with the feedback received from City Council at its regularly scheduled meeting of June 21, 2018.

Staff recommends that City Council approve the proposed land uses for Excavation and Boat Sales or Rental, and their associated limited use standards (Attachments A and B).





City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

823 Rosenberg | Galveston, TX 77550
409-797-3660 planningcounter@galvestonTX.gov

III. Alternatives in Order of Priority

- A. Approval of Staff's recommendation.
- B. Do not accept the proposal.

IV. Recommendation

Approval of the Excavation and Boat Sales or Rental Use with Standards (Attachments A and B)

V. Fiscal Impact

Funding Source: N/A
Total Costs of Implementation: None

VI. Attachments

- A. Excavation Standards
- B. Boat Sales or Rental Standards



EXCAVATION

Industrial Land Uses	R-0	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/REC	LI	HI
Excavation	L	L	L	L	L	L	L	L	L	L	L	L	L

EXCAVATION LIMITED USE STANDARDS**A. In General, Statement of Purpose and Intention:**

The purpose of this Section is to protect the public health, safety and welfare, maintain the physical integrity of the Island, and minimize nuisances associated with excavation operations.

B. Exceptions to permits required:

1. Building foundations, driveways, bulkheads/slope stabilization, landscaping, associated utilities, or approved drainage improvements;
2. Cisterns;
3. Swimming pools or similar installations;
4. Land clearing, leveling, or grading of a lot, site or tract, with proper City of Galveston permits. Topsoil may not be removed from the site;
5. Dredging or routine maintenance of existing canals or boat slips, with applicable Federal and state permits; or,
6. City of Galveston infrastructure projects, such as, but not limited to water/sewer lines, drainage culverts or ditches, public or private roadways, or the installation of private utility lines located within City dedicated easements or rights-of-way.

C. Prohibitions. The following shall be prohibited within the City of Galveston:

1. Mining and unregulated excavation of earth materials, such as a borrow pit.
2. The removal of any excavated earth material off Galveston and Pelican Island.

3. Sand Harvesting.**D. Definitions.**

As used in this subsection, the following words shall have the following meanings:

1. **Excavation.** The process of altering the existing grade below the natural contour level by which soil, sand, gravel, or shell is extracted, cut, dug, quarried, removed, displaced, or relocated.
2. **Development Excavation.** Any operation in which soil, sand, gravel or shell is excavated on the site of development for the purposes of raising the grade of the site, or construction of lagoons, lakes, canals, roads, berms or other similar land forms.
3. **Dredging.** The process of removing silt and other material from the bottom of bodies of water.
4. **Site Excavation:**
 - a. **Drainage.** Any operation in which soil, sand, gravel or shell is excavated and/or removed from a site for the purpose of providing required drainage for one or more properties, such as drainage culverts or ditches, public or private roadways for one or more tracts of land, as

determined by the City of Galveston, Public Works Department.

b. **Wetland Mitigation.** Any operation in which soil, sand, gravel or shell is excavated and/or removed from a site for the purpose of an approved wetland mitigation project.

5. **Landscaping.** For the purposes of this Section, the term “Landscaping” shall be the area within the boundaries of a given lot, site or tract that consists of planting materials and treatments; including, but not limited to: trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials. This treatment may also include the use of logs, rocks, fountains, water features (not to exceed five feet (5') in depth in the center), and contouring of the earth.
6. **Borrow Pit.** An area from which soil or earth material is removed below the grade of surrounding land to be taken/removed off-site.
7. **Sand Harvesting.** For the purposes of this subsection, the term “sand harvesting” shall be the excavation of beach-quality sand material, to be deposited on the public beaches of Galveston Island for the sole purpose of beach nourishment and/or dune restoration projects.

E. **General Location Standards.**

1. **Zoning.** As permitted in Table 2.201 of these Land Development Regulations (LDR).

2. **Setbacks.** The minimum setback for excavation work shall be the following:

- a. In accordance with Section 29-2 of the City of Galveston Code of Ordinances; Development, Preservation and Protection of Sand Dunes.
- b. Twenty-five feet (25') from any developed public right-of-way.

3. **Location Standards:**

1. No excavation south of FM 3005;
2. No excavation within one thousand feet (1000') of the mean high tide of the Gulf of Mexico; and,
3. No excavation within fifty feet (50') north of the FM 3005 northerly right-of-way line.

3. **Public Improvements .** Excavation shall not endanger any existing street or right-of-way, water line, sewer line, drainage line, any other utility line, public or private, parks or any other public improvement area.

F. **Excavation Approval Criteria.**

1. No person shall engage in Development or Site Excavation of soil, sand, gravel or shell until that person has secured an Excavation Permit.
2. An application for an Excavation Permit for Development or Site Excavation, shall be filed with the Development Services Department. The application shall include a site plan, and an operations plan.
 - a. The Development Services Department shall consider the following:
 1. The proposed excavation will not create hazardous conditions or imperil lives or property;
 2. The proposed excavation is in conformance with specifications approved by the City

Engineer and standards adopted by the Planning Commission;

3. Conformance with the City of Galveston Comprehensive Plan;
 4. Conformance with all applicable neighborhood, special area, corridor, or other plans adopted by the City;
 5. The applicant has addressed any impact to infrastructure, including on- and off-site drainage, public or private utility lines, existing street right-of-way, parks, or other public improvements; and,
 6. The applicant has addressed the public safety issues, including emergency vehicle and hurricane evacuation access.
3. Such excavation or removal shall be done under the supervision of the City Engineer.
4. Excavation constituting 50 percent of the development site shall be required to obtain a Specific Use Permit from City Council, in accordance with the Specific Use Permit process.

G. Bonds and Insurance Required.

1. Surety Bonds.

Surety Bonds are required for all Development and Site Excavation projects in which material is removed, in part or in whole, from the site. Sand harvesting projects do not require a surety bond.

2. Performance Bonds.

- a. To insure that the City of Galveston's laws, ordinances and regulations are complied with, a performance bond, a cash deposit, a deposit of negotiables, or a letter of credit shall be posted or delivered to the City prior to the issuance of an Excavation Permit. In lieu thereof, the applicant shall deliver to the City an unrestricted irrevocable letter of credit issued by a state or national bank in the amount provided in this subsection. The letter of credit shall provide that the issuer thereof shall pay the full amount of the letter of credit to the City upon the City's demand for payment thereunder. The form and content, including, but not limited to, terms or time for which the letter of credit is valid for, and the identity of the issuer thereof shall be satisfactory to the City in all respects.
- b. The performance bond, a cash deposit, a deposit of negotiables, or a letter of credit shall guarantee conformance with: operation standards, including but not limited to days and hours of operation, noise, dust, traffic, drainage, erosion and public safety; and reclamation standards including, but not limited to, timing of restoration, clearance of debris, slope, drainage, topsoil, cover and planting, and authorized use.
- c. The performance bond, a cash deposit, a deposit of negotiable or a letter of credit in the amount of one dollar and thirty cents (\$1.30) per cubic yard of material, shall be posted or delivered to the City of Galveston to guarantee completion of the improvements in the reclamation plan. The amount shall be doubled, two dollars and sixty cents (\$2.60) per cubic yard of excavation over, if the depth of excavation is greater than twenty feet (20') below the existing ground surface elevation.
- d. The City of Galveston, at any time, may enforce the provisions of the performance bond or retain the cash deposit, negotiables, or proceeds of the letter of credit in the event that the provisions of this section or any other applicable law, ordinance, or regulation have not been

complied with by the applicant for the Excavation Permit.

3. Any other bonds or insurance as determined by the Risk Manager.

H. Site Plan Requirements and Standards.

Applicants for Development shall include the following written and graphic information and adhere to the following standards:

1. Data Required.

a. Site Plan Requirements.

All planned phases of the development shall be included on the required site plan.

b. Drainage Plan.

A drainage plan for the excavation area shall be submitted, detailing on- and off-site drainage and existing and modified drainage patterns resulting from the proposed excavation.

c. Site Mapping.

1. **Scale.** One inch equals 100 feet (preferable) or one inch equals 200 feet (alternative acceptable)
2. **Contour Interval.** Two feet for slopes thirty percent (30%) or less ten feet (10') for greater slopes.
3. **Cross Sections.** Vertical scale shall be equal to or in exaggeration of horizontal scale to illustrate excavation depth and other conditions.

d. Soil Test Survey (Geotechnical Investigation).

A soil test survey/geotechnical investigation shall be undertaken for all areas to be excavated. Information obtained from the survey shall be utilized in determining excavation material, drainage, slope, depth of excavation area, soil bearing capacity, structural stability and other design factors.

e. U. S. Army Corps of Engineers (USACE) Jurisdictional Determination. Applicants shall be required to submit the following:

1. A Jurisdictional Determination and all supporting documentation provided to the USACE for use in the determination of jurisdictions shall be submitted; or,
2. A copy of the USACE permit application materials required for the proposed excavation project shall be submitted with the application for an Excavation Permit.

f. Additional Data and Conditions. As required by this subsection.

I. Excavation Operation Requirements and Standards.

Applicants for development shall include the following written information and adhere to the following standards:

1. Time.

- a. **Duration.** The approximate date of commencement of the excavation and the length of time of the operation shall be a one (1) year duration following the date of City Council approval

for such additional periods as may be specified in the permit by City Council.

- b. **Days.** The days of operation shall be all year long, 365 days a year.
- c. **Hours.** No excavation work shall occur between the hours of 8:00 P.M. or sunset, whichever comes first, and 7:00 A.M. when located within 500-feet of a residential land use.

2. **Excavation Material, Methods and Equipment.**

- a. **Type and Quantity.** The type of material, the volume of material, to be moved, and the excavation area (square yards) shall be specified.
- b. **Methods of Excavating and Processing.** The method, including the disposition of overburden or top soils shall be specified. Any topsoil to remain on site.
- c. **Equipment.** Equipment to be used in the operation of the excavation shall be specified.

3. **Truck Traffic.**

- a. **Volume.** The estimated number of truck trips entering and leaving the job site over a twenty-four (24) hour time period shall be estimated and specified.
- b. **Routes.** The route(s) that trucks follow leaving the site should be the "City Truck Route" whenever possible. From the site, the most direct way to the "City Truck Route," or the route with the least impact on residential neighborhoods, shall be utilized.

4. **Noise.**

Operating Practices: Practices that will be utilized to minimize noise shall be specified. (Suggested practices include equipment in good operating order, adequate buffering of surrounding areas, operations centered on site, etc.)

5. **Dust.**

Operating Practices: Practices that will be utilized to minimize dust shall be specified. All roads within the site shall be maintained in a dust free condition, providing such surfacing or other treatment produces no potential pollution hazards to the surrounding ground or surface waters.

6. **Drainage and Erosion.**

- a. **Drainage:** Practices that will be utilized to protect surrounding land and maintain or improve existing water quality shall be specified.
- b. **Erosion:** Practices that will be utilized to minimize erosion, particularly siltation of adjacent water bodies, shall be specified. Suggested practices include properly designed retarding basins, settling ponds, ditches, dikes, revegetation of slopes, etc.

7. **Public Safety.**

- a. **Fencing.** To prevent the public from wandering onto the site, a fence shall be constructed prior to commencement of operations, enclosing the area to be excavated may be done in phases. Fences shall be at least five and one-half feet (5½') in height, and may be constructed of woven wire fabric or wood. Gates shall be installed at all vehicular and pedestrian entrance points.
- b. **Material.** To prevent potential hazardous conditions, the applicant shall be responsible for maintaining all project materials and construction debris on-site and out of public right-of-

ways.

- c. **Site Access.** Not more than one entrance and one exit to the site shall be provided for the area of operation. Local residential street locations should be avoided.

- 1. **Access Roads.** Access roads shall be constructed and maintained in such a manner that the deposit of earth materials on the public roads is minimized.

8. Right of Entry.

City Engineer: During the term of the permit, the City Engineer or other City enforcement official, shall be granted the right of entry upon the property for the purpose of inspecting and bringing enforcement to the property under the terms of this Ordinance.

J. Excavation Reclamation Plan.

The primary purpose of a Reclamation Plan is to ensure that the site will be restored to productive use through orderly steps. Two principal concerns shall be addressed: 1) What will be the useful land form; and, 2) How restoration will be accomplished? A Reclamation Plan shall be required at such time as the City determines that the excavation project has been abandoned. The Reclamation Plan shall include the following written and graphic information and adhere to the following standards:

- 1. **Data Required.** Must conform to all site plan requirements in accordance with these Land Development Regulations.

- a. **Drainage Plan.**

A drainage plan for the fill area shall be submitted, detailing on- and off-site drainage and existing and modified drainage patterns resulting from the proposed excavation. Reclamation should proceed in such a way that natural and storm drainage, where it enters and leaves the premises, shall be altered only to the least degree necessary to carry out fill and related activities.

- b. **Site Mapping.**

- 1. **Scale.** One inch equals 100 feet preferable, or one inch equals 200 feet alternative acceptable.
 - 2. **Contour Interval.** Two feet (2') for slopes thirty percent (30%) or less; ten feet (10') for greater slopes.
 - 3. **Cross Sections.** Vertical scale shall be equal to or in exaggeration of horizontal scale to illustrate conditions.

- d. **Soil Test Survey (Geotechnical Investigation).**

A soil test survey shall be undertaken for all areas to be filled. Information obtained from the soil test survey shall be utilized in determining fill material, drainage, slope, soil bearing capacity, structural stability and other design factors.

- e. **U. S. Army Corps of Engineers (USACE).** Applicants shall be required to submit the following:

- 1. A Jurisdictional Determination and all supporting documentation provided to the USACE for use in the determination of jurisdictions shall be submitted with the letter of

release; or,

2. A copy of the USACE permit application materials required for the proposed fill project shall be submitted with the Reclamation Plan.

f. Additional Data and Conditions as required by this Subsection.

2. Reclamation Plan Standards.

a. Timing.

1. Phasing of operations and reclamation steps shall be indicated.
2. Overburden shall not be removed from an area larger than that excavated within one year.
3. Topsoil grading and planting of an area designated for phased restoration shall be completed before fill can occur in a subsequent phase.
4. Topsoil, which is generally defined as the layer of soil between 0" – 24" below grade, shall be maintained for use on-site.

b. Site Clearance.

All stumps, rocks, and other debris resulting from the previous excavation related activity shall be disposed of by methods approved by the City Engineer.

c. Slope and Water Quality (Excavation Area).

1. Slope.

- a. All banks (excluding excavation area to contain water) shall be in accordance with topography established in reclamation plans with no slopes greater than two feet (2') horizontal to one foot (1') vertical.
- b. If water is to be left in the previously excavated area, the slope can be greater than 2:1. However, the use of bulkheads and other erosion control measures shall be approved by the City Engineer (based upon analysis of the soil test survey).

2. Water Quality.

- (a) Seven feet (7') or less below the ground water table: Maximum depth that is recommended upon completion.
- (b) More than seven feet (7') below the ground water table: A letter from a Professional Engineer (PE) certifying what additional design factors will be utilized to ensure that the water quality does not degrade below current Federal Standards (e.g. less than 4.0 ppm dissolved oxygen normally violates Federal Standards).
- (c) The applicant shall submit an affirmative statement indicating that no negative effects to the ground water reservoir will result from the construction of or design of the proposed project.

d. Cover and Planting.

1. A layer of topsoil, to a depth of at least six inches (6") shall be placed on all areas to be landscaped, or a schedule for fertilization and watering shall be submitted.

Attachment A

2. Grass, shrubs and trees, or other vegetation, shall be planted to prevent erosion and provide for screening and natural beauty.

BOAT SALES OR RENTAL

Commercial Land Uses	R-0	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/REC	LI	HI
Boat Sales or Rental	-	-	-	-	-	-	-	-	L	-	L	L	P

BOAT SALES OR RENTAL LIMITED USE STANDARDS**A. Limited Use Standards.**

1. **Use Limitation in Commercial (C) Districts.** Boat sales or rental shall be prohibited on Seawall, from 6th Street west to 103rd Street/Cove View Boulevard, and on Broadway, from 6th Street west to 59th Street. **This subsection does not apply to the sales or rental of kayaks and other similar equipment comparable in size and design.**
 - a. The use is limited to the sales or rental of boats outside of the geographic area defined above. The use shall not involve boat service or repair unless it can also meet the standards for a Boat Repair Facility as prescribed in Section 2.311.
2. **Hours of Operation near Residential.** When abutting or within 200 feet of a residential use or zoning district boundary, measured as a radius from property lines of the limited use, the use shall not have any outdoor sales or loading and delivery activities between the hours of 10:00 PM and 7:00 AM.
3. **Minimum Setback.**
 - a. Outdoor Display or Sales and Other Outdoor Storage: shall be located 25 feet from any residential property line or zoning district boundary.
 - b. Boat Wash Facility: Accessory boat wash facilities and their incidental functions, including vacuums and air compressors, shall be set back at least 50 feet from the side or rear property line of any adjacent residential use or residential zoning district boundary.
4. **Outdoor Boat Display.** Outdoor boat display shall occur only on paved areas of the site, and the displayed boats shall not occupy or obstruct required parking spaces.
5. **Elevated Boat Display.** No more than one outdoor elevated display boat shall be permitted, and the elevated display shall raise the boat no more than 3 feet off the ground.
6. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier and positioned adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of 5 feet shall be installed immediately behind the landscaping strip.
7. **Permanent Structure.** The limited use business shall be conducted from a permanent structure located on-site, as permitted and approved by the Development Services Department.
8. **Sidewalks.** Sidewalks, curbs, and curb cuts shall be provided on all street frontages. All on-site sidewalks shall be a minimum width of five feet.
9. **Property maintenance.** The property upon which any boat sales or rental is located must be maintained in a neat and orderly manner with no accumulation of inoperable boats, boat parts, garbage, refuse, or debris on the property.

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 9: SECTION 9.501, PROTECTION OF EXISTING TREES; TO INCLUDE PALM TREES IN THE DEFINITION OF TREES, PROVIDE A HEIGHT REQUIREMENT FOR SIGNIFICANT PALMS; PLANNING CASE NUMBER 18ZA-004; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 5, 2015, City Council adopted the 2015 Galveston Land Development Regulations, including Article 9: Landscaping ; and,

WHEREAS, the Planning Commission, at its regular meeting of May 8, 2018, voted unanimously to recommend approval of the text amendment request as set forth in **Exhibit 1**; and,

WHEREAS, Staff, is requesting a text amendment to amend Article 9 “Landscaping” of the 2015 Galveston Land Development Regulations to address the regulations governing Tree protection and Tree replacement; and,

WHEREAS, Staff, recommends in its staff report, approval of the text amendment to Article 9, “Landscaping” of the Galveston Land Development Regulations to include palm trees in the definition of trees, provide a height requirement for significant palms; and

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public’s interest to approve the text amendment for protections for existing trees and tree replacement.

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 Article 9: Landscaping, as more fully described in the staff report, attached herein and labeled as Attachment A.

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 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 Section 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 from and after its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

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 an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 26th day of July, 2018, 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 _____, 2018.

Secretary for the City Council
of the City of Galveston



18ZA-004

STAFF REPORT

APPLICANT:

City of Galveston

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:

Article 9, Division 9.500: Tree Preservation

PROPOSED TEXT AMENDMENT:

To add protections for palm trees and clarification on required mitigation

EXHIBITS:

A – Proposed text amendments – Palms

STAFF:

Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov

Background:

The Development Services Department has been working on a project for revisions to the Land Development Regulations (17ZA-004). This request is not related to the ongoing LDR Revisions project.

At the October 12, 2017 Workshop, the City Council discussed including palm trees as a protected tree. The Tree Committee was instructed to review and bring forward a recommendation to City Council. The Tree Commission discussed at the following meetings: October 24, 2017, November 20, 2017, January 23, 2018, February 27, 2018, March 27, 2018, and April 24, 2018.

City Council heard a presentation on this case at the May 24, 2018 City Council Workshop. The case was deferred at the June 21, 2018 meeting at the request of the Tree Committee.

Executive Summary:

The Tree Committee has been working on revisions to the Tree Protection section of the Land Development Regulations (LDR) since the Fall of 2017. At their March 27, 2018 meeting, the Committee voted to recommend the following modifications to the LDR:

1. Include palm trees in the definition of trees. While commonly referred to as trees, palm trees are technically classified as a grass. Due to the fact that palm trees are not technically trees, the Tree Protection section of the LDR do not apply. The purpose of adding palm trees into the definition of trees is to extend protections to include palms.
2. Provide a height for significant palm trees. The draft revisions establish 14 feet as the height a palm must be to be considered a “significant tree” and to have protection from removal.
3. Provide an exemption for trees being removed for agricultural purposes from the Tree Protection requirements. This will allow for the removal of trees that are specifically being grown for agricultural reasons from the removal and mitigation requirements.
4. Mitigation. Provide more specific guidance on appropriate mitigation measures when trees are removed.
5. Provide exemptions from the mitigation requirements. Currently, the code requires mitigation for all tree removals regardless of the reason for removal. The draft revisions provide an exemption for mitigation in the case of removal of a tree when the tree is dead or dying, or being removed for safety reasons.

Due to the concerns expressed by City Council regarding extending protections to palms, Staff has separated this request into two ordinances. Council will be able to vote separately on the palm items and the exemption and mitigation items.

Criteria for Text Amendments:

Per Section 13.700: Text Amendments of the Land Development Regulations:

Recommendations and decisions regarding petitions for amendments to the text of these regulations are legislative in nature, but shall be based on consideration of all the following criteria:

1. The proposed amendment will help to implement the adopted City of Galveston 2011 Comprehensive Plan or if it involves a topic that is not addressed or not fully developed in the City of Galveston 2011 Comprehensive Plan, the proposed amendment will not impair the implementation of the adopted City of Galveston 2011 Comprehensive Plan and other adopted special-area and special-topic plans when compared to the existing regulations.
2. The proposed amendment is consistent with the stated purposes of these regulations.
3. The proposed amendment will maintain or advance the public health, safety, or general welfare.
4. The proposed amendment will help to mitigate adverse impacts of the use and development of land on the natural or built environment, including, but not limited to mobility, air quality, water quality, noise levels, storm water management, wildlife protection, and vegetation or will be neutral with respect to these issues.
5. The proposed amendment will advance the strategic objectives of the City Council such as fiscal responsibility, efficient use of infrastructure, public services, and other articulated City objectives.

Consideration for Text Amendments

Per Section 13.700: Text Amendments of the Land Development Regulations:

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; Promoting the public health, safety, comfort, morals, convenience and general welfare; and 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.

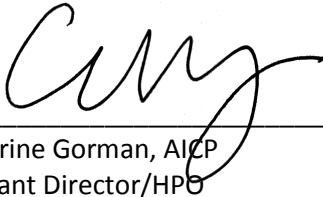
Other Reviews

Planning Commission reviewed at their regular meeting of May 8, 2014 and recommended approval. The vote was unanimous.

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,



Catherine Gorman, AICP
Assistant Director/HPO

July 17, 2018
Date

Division 9.500 Tree Preservation

SEC. 9.501 PROTECTION OF EXISTING SIGNIFICANT TREES

A. Generally. Sites shall be designed to preserve existing trees and tree stands that are considered “significant” as provided in this Section. Although not included in this Section, small trees provide benefits to the community as well. Species such as Yaupon, Possumhaw, Flameleaf Sumac, Wax Myrtle, and Redbud are native to the Island and Texas and highly adapted to the coastal environment. Small trees such as these with a 3 inch diameter at breast height (DBH) of the largest stem are encouraged to be preserved and are eligible for planting credits in Table 9.303, Mature Tree Preservation Standards.

For the purposes of this Division:

1. A tree is any self-supporting woody perennial plant, usually having a single main axis or trunk that has a diameter at breast height (DBH) of two or more inches with a minimum height of twelve feet above grade. Palms shall have a minimum height of 14 feet in order to be classified as a tree. Palm height shall be measured from ground level to the base of the growth point. This definition excludes plants which are defined as shrubs, hedges, vines, or ground covers.

2. A significant tree has a diameter at breast height (DBH) of 10 inches or greater. To be classified as a significant tree, a palm shall have a height of 14 feet measured from ground level to the base of the growth point; and

~~23.~~ A significant tree stand is a group of trees with interconnected canopies that cover a total of at least 10,000 square feet of ground area.

B. Removal of Significant Trees and Stands of Trees. The City Manager or City Arborist, if applicable, may approve the removal of a significant tree or tree stand if it is demonstrated that:

1. No reasonable alternative site design at the same development intensity could be approved that:
 - a. Would preserve the tree(s);
 - b. If large-scale preservation is not possible, would preserve the largest of the trees; or
 - c. If protection of the largest tree(s) is not possible, would preserve a greater number of trees than the proposed development design.
2. It is located within 10 feet of an approved building footprint of new construction or addition;
3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;
4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the trees, such as ball fields;
5. It is ordered removed by the City Manager for other emergency reasons; or
6. It is certified to the City by an International Society of Arboriculture Certified Arborist or degreed Forester as having one or more of the following conditions:
 - a. Unhealthy or structurally unsound;

- b. Damaged by natural causes beyond the point of recovery;
- c. Diseased beyond the point of recovery;
- d. Poses a threat to the public and must be removed as a safety measure; or
- e. No longer living.

C. Removal of Tree Stands. Tree stands may be located across multiple parcels. In the event of an approved removal of a portion of a tree stand, the owner is encouraged to coordinate with adjacent property owners in order to reduce negative effects to the overall tree stand.

D. Exempted Trees. Trees of any size that appear on the Invasive and Noxious Weeds list for the State of Texas promulgated by the United States Department of Agriculture or on the Texas Noxious and Invasive Plants list promulgated by the Texas Department of Agriculture are exempted from this Section and may be removed. Identification by an International Society of Arboriculture Certified Arborist and/or degreed Forester is recommended.

SEC. 9.502 TREE REPLACEMENT

A. Generally. The removal of significant trees or tree stands must be mitigated. All requests for the removal of significant trees or tree stands shall be accompanied by a tree mitigation plan. Mitigation shall be achieved by the planting of the same number of caliper inches removed, payment to the tree mitigation fund, or combination thereof.

B. Tree Replacement Required. Significant trees or tree stands that are approved for removal shall be replaced based on one caliper inch of tree planted for one caliper inch of tree removed. All replacement shall occur on the property on which the removal occurred. All new tree species shall be from among tree species on a City approved plant list.

Trees planted as a requirement of this Section shall be inspected by the City Arborist, if applicable, for viability two years after planting. If the replacement trees are found to be dead or dying, they must be replaced following notification by the City. A planting plan and schedule shall be submitted within 45 days from the notification by the City. Failure to replace according to the approved planting plan and schedule shall constitute a violation of these regulations.

C. Tree Mitigation Fund. In lieu of the tree replacement requirements, mitigation may be achieved through the contribution to an account dedicated to landscaping and trees for the City. The mitigation amount shall be established by the City Council as part of the annual budget process:

1. \$125 per caliper inch of tree removed for 10 inch DBH to 12 inch DBH caliper trees.
2. \$200 per caliper inch of tree removed for over 12 inch DBH caliper trees.

D. Combination. Mitigation may be achieved through a combination of tree replacement and payment to the tree mitigation fund provided that the total of caliper inches approved for removal are mitigated.

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 9: SECTION 9.501, PROTECTION OF EXISTING TREES AND SECTION 9.502, TREE REPLACEMENT; TO PROVIDE AN EXEMPTION FOR TREES BEING REMOVED FOR AGRICULTURAL PURPOSES, PROVIDE SPECIFIC GUIDANCE ON MITIGATION, AND PROVIDE EXEMPTIONS FROM MITIGATION REQUIREMENTS; PLANNING CASE NUMBER 18ZA-004; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 5, 2015, City Council adopted the 2015 Galveston Land Development Regulations, including Article 9: Landscaping ; and,

WHEREAS, the Planning Commission, at its regular meeting of May 8, 2018, voted unanimously to recommend approval of the text amendment request as set forth in **Exhibit 1**; and,

WHEREAS, Staff, is requesting a text amendment to amend Article 9 “Landscaping” of the 2015 Galveston Land Development Regulations to address the regulations governing Tree protection and Tree replacement; and,

WHEREAS, Staff, recommends in its staff report, approval of the text amendment to Article 9, “Landscaping” of the Galveston Land Development Regulations to provide an exemption for trees being removed for agricultural purposes, to provide specific guidance on mitigation, and to provide exemptions from mitigation requirements; and

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public’s interest to approve the text amendment for protections for existing trees and tree replacement.

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 Article 9: Landscaping, as more fully described in the staff report, attached herein and labeled as Attachment B.

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 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 Section 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 from and after its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

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 an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 26th day of July, 2018, 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 _____, 2018.

Secretary for the City Council
of the City of Galveston



18ZA-004

STAFF REPORT

APPLICANT:

City of Galveston

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:

Article 9, Division 9.500: Tree Preservation

PROPOSED TEXT AMENDMENT:

To add protections for palm trees and clarification on required mitigation

EXHIBITS:

A – Proposed text amendments – Palms

B – Proposed text amendments – exemptions and mitigation

STAFF:

Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov

Background:

The Development Services Department has been working on a project for revisions to the Land Development Regulations (17ZA-004). This request is not related to the ongoing LDR Revisions project.

At the October 12, 2017 Workshop, the City Council discussed including palm trees as a protected tree. The Tree Committee was instructed to review and bring forward a recommendation to City Council. The Tree Commission discussed at the following meetings: October 24, 2017, November 20, 2017, January 23, 2018, February 27, 2018, March 27, 2018, and April 24, 2018.

City Council heard a presentation on this case at the May 24, 2018 City Council Workshop. The case was deferred at the June 21, 2018 meeting at the request of the Tree Committee.

Executive Summary:

The Tree Committee has been working on revisions to the Tree Protection section of the Land Development Regulations (LDR) since the Fall of 2017. At their March 27, 2018 meeting, the Committee voted to recommend the following modifications to the LDR:

1. Include palm trees in the definition of trees. While commonly referred to as trees, palm trees are technically classified as a grass. Due to the fact that palm trees are not technically trees, the Tree Protection section of the LDR do not apply. The purpose of adding palm trees into the definition of trees is to extend protections to include palms.
2. Provide a height for significant palm trees. The draft revisions establish 14 feet as the height a palm must be to be considered a “significant tree” and to have protection from removal.
3. Provide an exemption for trees being removed for agricultural purposes from the Tree Protection requirements. This will allow for the removal of trees that are specifically being grown for agricultural reasons from the removal and mitigation requirements.
4. Mitigation. Provide more specific guidance on appropriate mitigation measures when trees are removed.
5. Provide exemptions from the mitigation requirements. Currently, the code requires mitigation for all tree removals regardless of the reason for removal. The draft revisions provide an exemption for mitigation in the case of removal of a tree when the tree is dead or dying, or being removed for safety reasons.

Due to the concerns expressed by City Council regarding extending protections to palms, Staff has separated this request into two ordinances. Council will be able to vote separately on the palm items and the exemption and mitigation items.

Criteria for Text Amendments:

Per Section 13.700: Text Amendments of the Land Development Regulations:

Recommendations and decisions regarding petitions for amendments to the text of these regulations are legislative in nature, but shall be based on consideration of all the following criteria:

1. The proposed amendment will help to implement the adopted City of Galveston 2011 Comprehensive Plan or if it involves a topic that is not addressed or not fully developed in the City of Galveston 2011 Comprehensive Plan, the proposed amendment will not impair the implementation of the adopted City of Galveston 2011 Comprehensive Plan and other adopted special-area and special-topic plans when compared to the existing regulations.
2. The proposed amendment is consistent with the stated purposes of these regulations.
3. The proposed amendment will maintain or advance the public health, safety, or general welfare.
4. The proposed amendment will help to mitigate adverse impacts of the use and development of land on the natural or built environment, including, but not limited to mobility, air quality, water quality, noise levels, storm water management, wildlife protection, and vegetation or will be neutral with respect to these issues.
5. The proposed amendment will advance the strategic objectives of the City Council such as fiscal responsibility, efficient use of infrastructure, public services, and other articulated City objectives.

Consideration for Text Amendments

Per Section 13.700: Text Amendments of the Land Development Regulations:

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; Promoting the public health, safety, comfort, morals, convenience and general welfare; and 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.

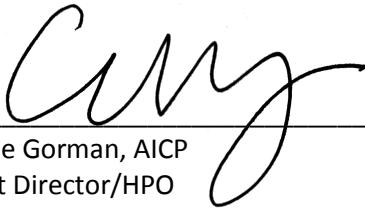
Other Reviews

Planning Commission reviewed at their regular meeting of May 8, 2014 and recommended approval. The vote was unanimous.

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'C. Gorman', is written over a horizontal line.

Catherine Gorman, AICP
Assistant Director/HPO

July 17, 2018

Date

Division 9.500 Tree Preservation

SEC. 9.501 PROTECTION OF EXISTING SIGNIFICANT TREES

A. Generally. Sites shall be designed to preserve existing trees and tree stands that are considered “significant” as provided in this Section. Although not included in this Section, small trees provide benefits to the community as well. Species such as Yaupon, Possumhaw, Flameleaf Sumac, Wax Myrtle, and Redbud are native to the Island and Texas and highly adapted to the coastal environment. Small trees such as these with a 3 inch diameter at breast height (DBH) of the largest stem are encouraged to be preserved and are eligible for planting credits in Table 9.303, Mature Tree Preservation Standards.

For the purposes of this Division:

1. A significant tree has a diameter at breast height (DBH) of 10 inches or greater; and
2. A significant tree stand is a group of trees with interconnected canopies that cover a total of at least 10,000 square feet of ground area.

B. Removal of Significant Trees and Stands of Trees. The City Manager or City Arborist, if applicable, may approve the removal of a significant tree or tree stand if it is demonstrated that:

1. No reasonable alternative site design at the same development intensity could be approved that:
 - a. Would preserve the tree(s);
 - b. If large-scale preservation is not possible, would preserve the largest of the trees; or
 - c. If protection of the largest tree(s) is not possible, would preserve a greater number of trees than the proposed development design.
2. It is located within 10 feet of an approved building footprint of new construction or addition;
3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;
4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the trees, such as ball fields;
5. It is ordered removed by the City Manager for other emergency reasons;
6. It is being grown and removed for agricultural purposes; or
67. It is certified to the City by an International Society of Arboriculture Certified Arborist or degreed Forester as having one or more of the following conditions:
 - a. Unhealthy or structurally unsound;
 - b. Damaged by natural causes beyond the point of recovery;
 - c. Diseased beyond the point of recovery;
 - d. Poses a threat to the public and must be removed as a safety measure; or
 - e. No longer living.

C. Removal of Tree Stands. Tree stands may be located across multiple parcels. In the event of an approved removal of a portion of a tree stand, the owner is encouraged to coordinate with adjacent property owners in order to reduce negative effects to the overall tree stand.

D. Exempted Trees. Trees of any size that appear on the Invasive and Noxious Weeds list for the State of Texas promulgated by the United States Department of Agriculture or on the Texas Noxious and Invasive Plants list promulgated by the Texas Department of Agriculture are exempted from this Section and may be removed. Identification by an International Society of Arboriculture Certified Arborist and/or degreed Forester is recommended.

SEC. 9.502 TREE REPLACEMENT

A. Generally. The removal of significant trees or tree stands must be mitigated. All requests for the removal of significant trees or tree stands shall be accompanied by a tree mitigation plan. Mitigation shall be achieved by the planting of the same number of caliper inches removed, payment to the tree mitigation fund, or combination thereof.

B. Tree Replacement Required. Significant trees or tree stands that are approved for removal shall be replaced based on one caliper inch of tree planted for one caliper inch of tree removed. All replacement shall occur on the property on which the removal occurred. All new tree species shall be from among tree species on a City approved plant list.

Trees planted as a requirement of this Section shall be inspected by the City Arborist, if applicable, for viability two years after planting. If the replacement trees are found to be dead or dying, they must be replaced following notification by the City. A planting plan and schedule shall be submitted within 45 days from the notification by the City. Failure to replace according to the approved planting plan and schedule shall constitute a violation of these regulations.

The tree replacement chart, below, shall be used to determine the total number and size of trees that shall be planted as replacement trees for all trees permitted to be removed. The replacement trees are based on the diameter in inches (DBH) of the trees to be removed. To determine the required replacement trees, calculate the total sum in inches of the diameters of all trees to be removed. This sum will result in one (1) single number in inches that represents the combined total of the diameters of all trees to be removed. Diameter measurement shall be rounded up to the nearest inch.

<u>Total diameter of tree(s) to be removed (Sum of inches at DBH)</u>	<u>Total number of replacement trees required (2" DBH minimum each: 12' minimum height) required</u>		<u>Total number of replacement trees required (4" DBH minimum each: 16' minimum height) required</u>
<u>10"-12"</u>	<u>4</u>	<u>or</u>	<u>2</u>
<u>13"-18"</u>	<u>6</u>	<u>or</u>	<u>3</u>
<u>19"-24"</u>	<u>8</u>	<u>or</u>	<u>4</u>
<u>25"-30"</u>	<u>10</u>	<u>or</u>	<u>5</u>
<u>31"-36"</u>	<u>12</u>	<u>or</u>	<u>6</u>
<u>37"-42"</u>	<u>14</u>	<u>or</u>	<u>7</u>
<u>43"-48"</u>	<u>16</u>	<u>or</u>	<u>8</u>
<u>49"-60"</u>	<u>20</u>	<u>or</u>	<u>10</u>

Up to 30 percent of the two-inch DBH replacement tree requirement may be met by native species with a minimum height of eight feet and a minimum DBH of one inch at time of planting.

C. Tree Mitigation Fund. In lieu of the tree replacement requirements, mitigation may be achieved through the contribution to an account dedicated to landscaping and trees for the City. The mitigation amount shall be established by the City Council as part of the annual budget process:

1. \$125 per caliper inch of tree removed for 10 inch DBH to 12 inch DBH caliper trees.
2. \$200 per caliper inch of tree removed for over 12 inch DBH caliper trees.

D. Combination. Mitigation may be achieved through a combination of tree replacement and payment to the tree mitigation fund provided that the total of caliper inches approved for removal are mitigated.

E. Exempted Trees. Trees that are being grown and removed for agricultural purposes; or trees that are certified to the City by an International Society of Arboriculture Certified Arborist or degreed Forester as having one or more of the following conditions are exempted from the tree replacement requirements of this section:

- a. Unhealthy or structurally unsound;
- b. Damaged by natural causes beyond the point of recovery;
- c. Diseased beyond the point of recovery;
- d. Poses a threat to the public and must be removed as a safety measure; or
- e. No longer living.

ORDINANCE NO.: 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, SETTING THE VALUE FOR THOSE RIGHTS OF WAY DESIGNATED FOR ABANDONMENT IN ORDINANCE 18-001, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY INSTRUMENTS OF ABANDONMENT ON APPROVAL OF THE CITY ATTORNEY, MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, in January 18, 2018 the City Council of the City of Galveston considered for approval a request for the abandonment of certain rights of way in the City of Galveston by Applicant, Michael Gaertner, Sr. Architect on behalf of property owners consisting of 4M Investments, LLC; Howards Souvenirs, Randy W. Williams, Trustee, Seawall Hut Investments LLC., and TSB LTD (collectively referred to herein as “the adjacent property owners”) arising from Galveston Planning Commission Case No. 17P-070; and,

WHEREAS, the City Council of the City of Galveston voted to approve the request for abandonment of the requested Rights of Way as set forth on City Ordinance 18-001 and the Staff Report accompanying the Ordinance with the compensation due the City to be determined by appraisal; and

WHEREAS, at its meeting of February 22, 2018 the City Council defined the methodology for the determination of the value of the abandoned Rights of Way by directing staff to retain the firm of Stanfield and Associates of Houston Texas to act as the City’s appraisal firm, and that the adjacent property owners hire their own appraiser for the Rights of Way and the appraisals of the property be similarly conducted; and

WHEREAS, the City Council further voted at its meeting of February 22, 2018 that on receipt of the two appraisals that the appraisal utilizing the higher value be utilized if agreeable to both parties; otherwise the value would be set by taking the difference between the two appraisals, dividing it by two and then subtracting the resulting figure from the higher appraisal; and

WHEREAS, the appraisal conducted by Stanfield and Associates finds the value of the Rights of Way designate for abandonment under Ordinance 18-01 to be One Million Six Hundred Thousand Ninety Five Dollars (\$1,695,000); and

WHEREAS, the adjacent property owners retained the firm of Valbridge Property Advisors to conduct a valuation of the Rights of Way they seek to acquire; that appraisal set the value of the Rights of Way at Eight Hundred Seventy Nine Thousand Three Hundred Forty One Dollars (\$879,341); and

WHEREAS, the adjacent property owners have related their disagreement with the appraisal of the City’s appraiser; and

WHEREAS, using the methodology designated by the City Council to accept a value of the Rights of Way by splitting the difference between the two appraisals, the resulting value would

be One Million Two Hundred Eighty Seven Thousand One Hundred Seventy Dollars and Fifty Cents (\$1,287,170.50); and

WHEREAS the City Council acknowledges that the participation of the Trustee for the Estate of Sonya Porretto in the acquisition of the Rights of Way must be approved by the Hon. Jeff Bohm of the United States Bankruptcy Court of the Southern District of Texas; and

WHEREAS, the City Council deems it to be in the best interest of the City to set the value of the Rights of Way abandoned in Ordinance 18-01 at the amount of One Million Two Hundred Eighty Seven Thousand One Hundred Seventy Dollars and Fifty Cents (\$1,287,170.50).

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 of Galveston sets the value of the Rights of Way abandoned in Ordinance 18-01 as One Million Two Hundred Eighty Seven Thousand One Hundred Seventy Dollars and Fifty Cents (1,287,170.50) and will execute instruments of abandonment to the respective adjacent property owners designated in Ordinance 18-01 for that amount paid to the City of Galveston; and

SECTION 3. The City of Galveston will deliver the necessary instruments of abandonment to a title company of the adjacent landowners choosing in a form approved by the City Attorney; the City Manager is authorized to execute such instruments; and such documents will be released for filing at the closing and funding of this transaction and disbursement of payment to the City of Galveston; and

SECTION 4. The authorization to execute the instruments of abandonment for the payment of One Million Two Hundred Eighty Seven Thousand One Hundred Seventy Dollars and Fifty Cents (\$1,287,170.50) to the City of Galveston is contingent upon the closing and funding of this transaction within six months of the date of the approval of the US Bankruptcy Judge Jeff Bohm of the participation of the Trustee for the Estate of Sonya Porretto in the transaction; in the event the transaction does not close within that time the City of Galveston reserves the right to have the property reappraised; and

SECTION 5. It is 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:

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 its regular meeting held on the July 26, 2018, 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 _____, 2018.

Secretary for the City Council



City of Galveston

Office of the City Attorney
823 Rosenberg Room 203
PO Box 779 | Galveston, TX 77553-0779
409-797-3530

July 18, 2018

Hon. Mayor James Yarbrough
Hon. Members of Council
City Hall
City of Galveston

RE: Ordinance setting the value of the Rights of Way in the area of Porretto Beach in Galveston Texas

Dear Council:

This letter accompanies the proposed Ordinance setting the value of the Rights of Way to that area commonly referred to as Porretto Beach as well as the adjoining parcels. You have been given copies of the appraisal conducted for the adjacent Landowners by the Valbridge Property Advisers, as well as the appraisal done by the City by Stanfield and Associates.

The method of setting the value was determined by City Council in its meeting of February 2018; each side would have its own appraisal done and the higher value would be utilized if the parties agreed. If they could not agree the difference in the appraisals would be split between the parties. Using this method, the City Council would by this Ordinance set the value on the Rights of Way at One Million Two Hundred Eighty Seven Thousand One Hundred Seventy Dollars and Fifty Cents (\$1,287,187.50).

The Ordinance provides the City Manager may sign the instruments to abandon the Rights of Way on approval of the City Attorney. The Ordinance recognizes that the approval of the US Bankruptcy Judge must be obtained by the Trustee to move forward. The Ordinance further provides that the closing must occur within six months of the Bankruptcy Judge's approval of the Trustee's participation, and if the property did not close within that time the City could exercise the right to reappraise the property.

Should you have any questions, please contact me.

Very truly yours,

/S/ Donald S. Glywasky
DONALD S. GLYWASKY
City Attorney

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED, CHAPTER 24, OFFENSES-MISCELLANEOUS, SECTION 24-2 “MAXIMUM PERMISSIBLE SOUND LEVELS”; SECTION 24-3 “NOISE GENERALLY”; AND SECTION 24-5 “LOUDSPEAKERS AND AMPLIFIERS” CLARIFYING THE LOCATION ON RECEIVING PROPERTY ON WHICH SOUND WILL BE MEASURED; CLARIFYING WHAT NOISE IS UNLAWFUL; CLARIFYING WHEN PERMITS FOR LOUDSPEAKER AND AMPLIFIERS ARE REQUIRED; INCREASING THE FEE FOR MULTI-DAY LOUDSPEAKER PERMITS, AMENDING THE BOUNDARIES OF THE “DOWNTOWN DISTRICT”, AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Chapter 24, “Offenses-Miscellaneous” of **The Code of the City of Galveston 1982, as amended**, covers an array of topics related to maximum sound levels and the use of Loud Speakers and amplifiers; and

WHEREAS, the application of Chapter 24, “Offenses-Miscellaneous” of **The Code of the City of Galveston 1982, as amended**, has proven to be difficult to enforce due to provisions which are vague and ambiguous; and

WHEREAS, the City Council of the City of Galveston is desirous of addressing the deficiencies in the present City Code Chapter 24 to clarify how sound is measure on receiving property, clarifying what noise is unlawful and clarifying when loudspeaker and amplifier permits are required; and

WHEREAS the City Council is desirous of changing the boundaries of the downtown district as used in the Code to be more inclusive and update names of streets in the Section to be more relevant; and

WHEREAS the City Council is desirous of changing the fee structure for multi day loudspeaker fees to be more equitable; and

WHEREAS, the City Council of the City of Galveston, Texas, finds it to be in the best interest of the health, safety, and welfare of the public to amend City Code Chapter 24, Sections 24-2, 24-3 and 24-5 as set forth 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 hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. City Code Chapter 24, Sections 24-2, 24-3 and 24-5 are hereby amended to read and provide as follows:

Sec. 24-2. - Maximum permissible sound levels.

- (a) After notice or warning by a licensed peace officer, no person shall conduct, permit or allow any activity or sound source to produce a sound that is discernible beyond the property lines of the property on which the sound is being produced that when measured as provided in section 24-1 [defining dB(A)] exceeds the applicable dB(A) level listed below for the property on which the sound is received:
 - (1) Daytime hours — (7:00 a.m. to 10:00 p.m.):
 - a. dB(A) shall be seventy-five (75).
 - (2) Nighttime hours — (10:00 p.m. to 7:00 a.m.):
 - a. dB(A) shall be seventy (70).
- (b) The dB(A) levels set forth in this section apply to the property where the sound is being received *and will be measured at the receiving property at the curb line of the receiving property or the property line closest to the source of the sound.* Any sound that when measured at the property where the sound is being received exceeds the dB(A) levels set forth in this section is a violation of this chapter. *The City Manager shall have authority to increase these levels when granting a permit under Section 34.5 of this Code.*
- (c) *Spikes above the acceptable decibel levels of a duration of less than two seconds shall not be considered in determining whether a sound exceeds the maximum permissible sound levels.*

Sec. 24-3. - Noise generally.

- (a) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued or permit the continuance of any sound which either exceeds the maximum permitted sound levels specified in section 24-2 ~~or otherwise creating any unreasonably loud, disturbing or unnecessary noise, or noise of such kind, intensity or duration as to be detrimental to the life or health of any person is prohibited.~~
- (b) ~~The following factors incident to the noise shall be considered in determining whether a noise is unreasonably loud and disturbing:~~
 - (1) ~~Time of day;~~
 - (2) ~~Proximity to residential structures;~~
 - (3) ~~Whether the noise is recurrent, intermittent or constant;~~
 - (4) ~~The volume and intensity;~~
 - (5) ~~Whether the noise has been enhanced in volume or range by any type of electronic or mechanical means;~~
 - (6) ~~The character and zoning of the area; and~~

- (7) ~~Whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.~~

Sec. 24-5. - Loudspeakers and amplifiers.

- (a) ~~It is unlawful for any person to operate a loudspeaker or amplifier without a permit issued by the city manager. Such~~ *Sound amplification* ~~permits are only required for special events as defined in or activities~~ *any loudspeaker or amplifier* ~~uses which are not part of the ordinary normal day-to-day operations of a~~ *legally operating* ~~property zoned and permitted commercial business, industrial enterprise or governmental facility~~ *for which the loudspeaker is placed in the interior of the business or government facility.* *The decibel restrictions listed in Sec. 24-2 shall apply to legally operating commercial businesses and loudspeaker permit holders. Legally operating commercial businesses and government facilities shall be required to obtain a loudspeaker permit for outdoor performance of any kind where sound amplification is utilized.* The application for a permit for the use of loudspeakers or amplification shall be submitted to the city manager or his designed department at least ten (10) working days in advance of the planned use. The application shall designate an individual, person or persons who shall be in control of the sound amplification equipment and assure that its use complies with the terms of the permit. ~~Such permit may be issued to any applicant, except that no permits will issue under this subsection for use in city parks, except during special events. (City parks refers only to those directly under the control of the city and not parks which are managed by the park board of trustees or county parks situate within city limits). A person desiring such permit shall pay a fee of twenty-five dollars (\$25.00)~~ *for a single day of use and fifty dollars for multiple days of use* ~~to the city. Permits issued for a single day of use expire at the end of the day for which it is effective or at the time indicated on the permit issued by the City whichever is earlier. Permits issued for multiple days of use expire no later than the last day of the quarter in which they are issued or at the time indicated on the permit by the City staff whichever is earlier.~~ ~~pursuant to the provisions of this subsection shall expire on the last day of the quarter for which they are issued.~~ The city manager *or a law enforcement officer responding to a complaint about excessive noise* may revoke any such permit after issue and, when consistent with public health, safety and welfare and as necessary to promote the public business; *or when the loudspeaker device is used to harass or intimidate members of the public; or when the loudspeaker device is used to amplify language which by every utterance tends to incite an immediate breach of the peace* *The City Manager.* may make exceptions to the prohibited hours provisions in subsection (b) *and the decibel restrictions listed in Sec. 24-2.* In determining whether to allow an exception to the prohibited hours, the city manager will consider such things as the public health, safety and welfare of the citizens; the need to authorize use of a loudspeaker or amplifier during those hours to promote the public business; the days and times for which the loudspeaker or amplifier permit is requested, or whether the time requested occurs during a special festival or events such as Mardi Gras or Dickens on The Strand; the proximity of the location of the loudspeaker permit to residential areas; and whether or not the loudspeaker permit will be at a location in the downtown district or in another area of the city.

- (b) ~~It is unlawful to operate a loudspeaker or amplifier within the following locations and during the following hours~~ *Other than those located inside a legally operating commercial business or government facility, loudspeakers shall not be used during the following days and times* unless the permit issued by the city manager specifically excepts the permit holder from compliance with this section:
- (1) In the downtown district between 10:30 p.m. and ~~10:30 a.m.~~ *9:00 a.m.*, or at any time on Sunday;
 - (2) In any area of the city other than the downtown district between 8:00 p.m. and 9:00 a.m. *or at any time on Sunday.*
- (c) As used in this section the term "downtown district" shall mean that area of the city which is bounded by ~~26th~~ *25th* Street on the west, 19th Street on the east, Sealy Avenue on the south and ~~Water Street~~ *Harborside Drive* on the north. For the purpose of this section, January, February and March shall constitute one quarter; April, May and June shall constitute another; July, August and September another and October, November, and December another.
- (d) Appeal. In cases where a permit is denied and no city manager exemption was requested under subsection 24-2(b) above, the permit applicant may file an appeal, no later than two (2) working days of the date of the denial, with the city manager or his designee.

SECTION 3. It is 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 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 its regular meeting held on the 25th day of July 2018, 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 _____, 2018.

JANELLE WILLIAMS
Secretary for the City Council
of the City of Galveston

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS REQUESTING THAT THE STATE OF TEXAS AND THE TEXAS GENERAL LAND OFFICE ANNUALLY SET ASIDE A PORTION OF THE STATE GOMESA FUNDS FOR TEXAS COASTAL CITIES AND CONTINUE TO FULLY FUND THE COASTAL EROSION PROTECTION RESPONSE ACT (CEPRA) PROGRAM WITH STATE REVENUES, PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas coast and its diverse economy provide significant economic, recreational, and spiritual benefits to the all people of Texas and state investment in the coastal region is critical to the future of this great state; and

WHEREAS, Texas barrier islands are experiencing significant erosion and storms, wetlands degradation, and habitat loss which threatens public beach access, reduces tourism, drives down state and local tax revenues, and damages public and private infrastructure; and

WHEREAS, the Texas coast are is threatened by increasingly intense storms, putting our coastal communities and businesses at greater risk of damage and flooding; and

WHEREAS, the federal Gulf of Mexico Energy Security Act (GOMESA) of 2006 instituted a royalty revenue-sharing program derived from federal offshore oil and gas activities to the direct benefit of the state of Texas and Texas coastal counties; and

WHEREAS, the GOMESA Phase II payment to the State of Texas for FY 2017 is approximately \$40.5 million and payments to the state will continue annually to the year 2055, with the maximum state payment of \$100 million per year; and

WHEREAS, the guaranteed cumulative GOMESA Phase II payments to Texas coastal counties for FY 2017 is approximately \$10.1 million and the county payments will continue annually to the year 2055; and

WHEREAS, federal GOMESA provisions unjustly exclude Texas coastal cities from any direct payment, defining “political subdivision” to mean, ‘the local political jurisdiction immediately below the level of State government, including counties, parishes, and boroughs; and

WHEREAS, certain coastal cities of Texas are responsible for compliance with and/or implementation of the Texas Open Beaches Act of 1959, the Dune Protection Act, CEPRA, and Erosion Response Planning; and

WHEREAS, state funding support for Texas coastal cities to meet state-mandated coastal program responsibilities is inadequate, creating financial stress and hardships on these cities; and

WHEREAS, state GOMESA funds administered through the General Land Office are suitable for and critical to carrying out state-mandated programs for Texas coastal cities within the CMP boundary; and

WHEREAS, the set-aside of state GOMESA funds for Texas coastal cities would protect and benefit coastal counties who can then use their annual GOMESA funds for county priorities without competing financial demand from coastal cities.

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 State of Texas and the Texas General Land Office should set aside for Texas coastal cities each year a cumulative amount of funds from the State's annual GOMESA payment equal to the total annual GOMESA revenues awarded to all Texas coastal counties; and

SECTION 3. The City Council of the City of Galveston recommends that the set-aside of state GOMESA revenues for Texas coastal cities be distributed on a fair and reasonable basis to Texas coastal cities or entities such as a park board with direct responsibility to implement CEPPRA, Erosion Response Planning, the Dune Protection Act, and/or the Texas Open Beaches Act; and

SECTION 4. The City Council of the City of Galveston recommends that the Texas General Land Office and Texas Legislature should seek to fully fund CEPPRA or other existing state-created coastal programs with state revenues rather than shifting federal GOMESA funds to these programs; and

SECTION 5. The City Council of the City of Galveston recommends that the Texas General Land Office support and be consistent with federal GOMESA laws and regulations allowing city and county GOMESA funds to be used as match for other federal grant programs.

SECTION 6. 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 26th day of July, 2018, 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 July, 2018.

Secretary for the City Council
of the City of Galveston



THE PERMANENT ENDOWMENT FUND OF MOODY METHODIST CHURCH

Advancing the care of people in the Name and Spirit of Jesus Christ

June 6, 2018

Kent Etienne Jr, Executive Director of Human Resources and Civil Services
City of Galveston
823 Rosenberg
Galveston, TX 77553

Dear Mr. Etienne,

The board of directors of the Permanent Endowment Fund of Moody Methodist Church (PEF) met May 17, 2018 during which time Dr. Jerry Neff, Senior Pastor of Moody Methodist Church, presented a proposal for a full-time Chaplain position for the Galveston Police Department. This proposal came with support from GPD Chief of Police Vernon Hale. The PEF board voted to provide a grant to the Galveston Police Department to fund the salary and benefits for a full-time Chaplain as follows:

- **Grant start date (estimated):** August 1, 2018
- **Grant end date:** December 31, 2020
- **Annual salary:** \$60,000 plus benefits
 - Salary and benefits for the remainder of 2018 will be prorated based on the actual start date
- Mid-year and end-of-the-year status reports would be provided to the PEF by the full-time Chaplain

This grant will be payable upon approval by the City Council and completion of the hiring process. The Galveston Police Department and City of Galveston may choose to terminate this arrangement at any time. Unused grant funds would return to the Permanent Endowment Fund should the full-time Chaplain pilot program end prior to December 31, 2020. The City of Galveston will be eligible to submit a grant application for the PEF's 2020 Galveston Grants fall cycle for future funding if this pilot is successful.

Please let us know if there are any questions or if additional information is needed regarding this grant. We look forward to the potential outcomes this position could bring to the Galveston Police Department and to the community.

Bert Bagley, Executive Director

2200 Market St., Suite 750, Galveston, TX 77550

Phone (409) 443-5577 ❖ pef@moodypef.org ❖ www.moodypef.org

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACCEPTING FUNDS FROM THE PERMANENT ENDOWMENT FUND OF MOODY METHODIST CHURCH IN THE AMOUNT OF SIXTY THOUSAND DOLLARS FOR THE PURPOSE OF PROVIDING A FULL TIME CHAPLAIN POSITION FOR THE GALVESTON POLICE DEPARTMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a meeting of its Board of Directors, the Permanent Endowment Fund of Moody Methodist Church proposed a full-time Chaplain position for the Galveston Police Department; and

WHEREAS, such proposal has been welcomed by Galveston Police Chief Vernon Hale; and

WHEREAS, the grant will be sufficient to cover the salary and benefits of the chaplain and will be pro-rated based on the actual start date, once the hiring process is complete; and,

WHEREAS, any unused grant funds shall be returns to the Permanent Endowment Fund of Moody Methodist Church; and,

WHEREAS, to receive the funds, the City shall adopt a resolution accepting the funds; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to adopt this Resolution of the recovery funds on behalf of the City of Galveston, Texas.

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 accepts grant funds from the Permanent Endowment Fund of Moody Methodist Church in the amount of Sixty Thousand Dollars; and

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Grant Contract after approval of the City Attorney and return same to the Permanent Endowment Fund of Moody Methodist Church; and

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
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 26th day of July, 2018, 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 _____, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

HUMAN RESOURCES DEPARTMENT STAFF REPORT

DATE: July 26, 2018

TO: Honorable Mayor and Members of City Council
Brian A. Maxwell, City Manager

FROM: Kent Etienne, Jr. – Executive Director of Finance

RE: Consider for approval rejecting all responsive proposals for RFP # 18-13 identified as the Request for Proposals for an update to the Classification and Compensation Study and accepting a contract renewal with Public Sector Personnel Consultants for an update to the study through December 31, 2020 with an annual cost not to exceed \$30,000.00.

I. Background

- A. On January 22, 2015, the City Council awarded a contract to Public Sector Personnel Consultants (“PSPC”) for the performance of a comprehensive Classification and Compensation Study (the “Compensation Study”) under City Request for Proposals # 15-04.
- B. Further, the City Council received and accepted the Classification and Compensation Study provided by PSPC on August 27, 2015.
- C. Since acceptance, the City has implemented various phases of the Compensation Study.
- D. Over three years have passed since the acceptance of the original Compensation Study from PSPC, and the City requires updates in order to remain competitive in the employment market.

II. Current Situation

- A. The City published and advertised RFP # 18-13 beginning on March 21, 2018, seeking proposals for an update to the Compensation Study.
- B. There were three (3) responses to RFP # 18-13 of which only one was responsive. However, the one responsive proposer’s cost far exceeded the City’s budget for the update; the amount was almost three times the available funding.
- C. With the assistance of the Purchasing Division, it was determined that the original awarded contract with PSPC provided for additional annual terms at the option of the City.
- D. The City exercised its option for annual renewal with PSPC through December 31, 2020, at an annual cost not to exceed \$30,000.00 unless such other services are requested outside of the original scope of the project.
- E. On June 12, 2018, PSPC accepted the City’s request for a contract extension and agreed to the original terms (see **Attachment 3**).
- F. In order to proceed with the update, the City Council must approve the funding for the services.



City of Galveston

HUMAN RESOURCES DEPARTMENT STAFF REPORT

III. Issues

The City of Galveston must be steadfast in its commitment to provide a competitive market for employment retention of the most qualified individuals for the organization and the public it services. By providing for an update to the Compensation Study, the City finds it will remain competitive. The City has determined the need for an update to the 2015 Compensation Study and respectfully requests City Council approval for the necessary funding to complete the update.

IV. Recommendation

Accept the contract extension between the City of Galveston and PSPC for updates to the Compensation Study through December 31, 2020. Annual costs shall not exceed \$30,000.00 with an additional \$150.00 hourly rate for any services requested beyond the original scope of the project.

V. Fiscal Impact

Funding Source: Governmental Expenditures
Salary Compensation Study Account
0100-170100-591024-419000

Associated Costs: Annual Cost Not to Exceed \$30,000.00

Hourly Rate of \$150.00 shall be used for any additional services needed not included in the original project scope

Respectfully Submitted,

/s/Kent Etienne, Jr.

Kent Etienne, Jr.

Exec. Director of Finance

Attachments: 1. Original Contract with PSPC
2. RFP 18-13 Bid Tabulation
3. Contract Extension with PSPC dated June 12, 2018

/mls

PROFESSIONAL SERVICES AGREEMENT
FOR
CLASSIFICATION & COMPENSATION STUDY

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF GALVESTON** (the "City"), a home rule municipal corporation situated in Galveston County, Texas, and Public Sector Personnel Consultants, Inc. ("Consultant"), an Arizona Corporation and acting by and through Matthew Weatherly, its duly authorized President, each individually referred to as a "party" and collectively referred to as the "parties."

WHEREAS, pursuant to Request for Proposal No. 15-04, the City desires to obtain services for Classification and Compensation Consulting services; and

WHEREAS, Public Sector Personnel Consultants, Inc. desires to provide such services as described in the City's "Invitation for Proposal – "Classification & Compensation Study"" and referenced as Request for Proposal No. 15-04 (collectively Exhibit A), and the response to the City's request from Public Sector Personnel Consultants, Inc. (Exhibit B).

WHEREAS, Public Sector Personnel Consultants, Inc. is qualified and capable of performing the services proposed in this Agreement, is acceptable to the City, and is willing to enter into an Agreement with the City to perform these services.

NOW THEREFORE, the Parties to this Agreement mutually agree as follows:

CONTRACT DOCUMENTS:

The Contract documents shall include the following:

1. This Agreement for Professional Services
2. Exhibit A – [Title: RFP]
3. Exhibit B – [Title: Response]
4. Exhibit C – Scope of Work and Schedule of Work
5. Exhibit D – Payment Schedule
6. Exhibit E – Verification of Signature Authority Form

All Exhibits attached hereto are incorporated and made a part of this Agreement for all intents and purposes. In the event of any conflict between the documents, the terms and conditions of this Professional Services Agreement shall control.

1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional consulting services for the purpose of (*description of scope of services*). Attached hereto and incorporated for all purposes incident to this Agreement is **Exhibit C**, Scope of Work and Schedule of Work, more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence February 1, 2015 ("Effective Date") and shall expire on December 31, 2015 ("Expiration Date"), unless terminated earlier in accordance with the provisions of this Agreement. The City shall have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to five consecutive years, should survey and pay plan update(s) be desired in 2017 and 2019. Survey and plan updates can be provided as an extension of this agreement for \$30,000 each in any subsequent year through 2020. An hourly rate of \$150.00 shall be used for any additional needed services not already included in the project scope and after the one year implementation period.

3. COMPENSATION.

The City shall pay Consultant fixed fees in accordance with the provisions of this Agreement and the Payment Schedule attached as **Exhibit D**, which is incorporated for all purposes herein; however, total payment made under this Agreement by the City for all services shall **not exceed \$ \$112,000 (pending addition of the Park District, would be plus \$30,000)**. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional scope and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first approves such expenses in writing.

PSPC will provide the City with five (5) equal invoices of \$22,400 each starting at the end of February 2015 and payable net 30.

4. TERMINATION.

4.1 Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 Breach.

Subject to Section 29 herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth in Section 29.

4.4 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered up to the effective date of termination and Consultant shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Consultant shall provide the City with copies of all completed or partially completed documents prepared under this Agreement. In the event Consultant has received access to City information or data as a requirement to perform services hereunder, Consultant shall return all City provided data to the City in a machine readable format or other format deemed acceptable to the City.

5. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be within 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.

6. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

6.1 Disclosure of Conflicts.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, consultant hereby agrees immediately to make full disclosure to the City in writing.

6.2 Confidential Information.

Consultant, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

6.3 Unauthorized Access.

Consultant shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, Consultant shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what

information has been accessed by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized disclosure.

7. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records of the Consultant involving transactions relating to this Agreement at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, or the final conclusion of any audit commenced during the said three (3) years have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. The City shall give subcontractor reasonable notice of intended audits.

8. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights, privileges, and work performed under this Agreement, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants, and employees, and the Consultant, its officers, agents, employees, servants, consultants, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and the Consultant. It is further understood that the City shall in no way be considered a co-employer or a joint employer of Consultant or any officers, agents, servants, employees or subcontractors of the Consultant. Neither Consultant, nor any officers, agents, servants, employees or subcontractors of Consultant shall be entitled to any employment benefits from the City. The Consultant shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

9. **LIABILITY AND INDEMNIFICATION.**

A. **LIABILITY.** CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANTS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

ADDITIONALLY, CONSULTANT SHALL BE LIABLE FOR AND RESPONSIBLE FOR DEFENDING THE CITY AGAINST ANY AND ALL CLAIMS AGAINST THE CITY OF DISCRIMINATION IN CONNECTION WITH THE DEVELOPMENT FOR THE COMPENSATION STRUCTURES UNDER TITLE VII; THE AMERICANS WITH DISABILITIES ACT, AS AMENDED; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE TEXAS COMMISSION ON HUMAN RIGHTS ACT; AND THE TEXAS LABOR CODE.

B. **INDEMNIFICATION.** CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO PROPOSER'S BUSINESS AND ANY RESULTING LOST PROFITS); PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OR DISCRIMINATION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

10. **ASSIGNMENT AND SUBCONTRACTING.**

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of the Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations of the Consultant under this Agreement prior to the effective date of the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply.

The Consultant shall provide the City with a fully executed copy of any such subcontract.

11. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

11.1 Coverage and Limits

- (a) Commercial General Liability
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate

- (b) Automobile Liability
 - \$1,000,000 Each Occurrence on a Combined Single Limit Basis

Coverage shall be on any vehicle used by the Consultant, its employees, agents, and representatives, in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired, and non-owned.

- (c) Workers' Compensation

Statutory Limits

Employer's Liability

- \$100,000 Each Accident/Occurrence
- \$100,000 Disease – Per Each Employee
- \$100,000 Disease – Policy Limit

- (d) Professional Liability (Errors & Omissions)
 - \$1,000,000 Each Claim Limit
 - \$1,000,000 Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to the City to evidence coverage.

11.2 General Requirements

- (a) The commercial general liability and automobile liability policies shall name the City as an additional insured thereon, as its interests may appear. The term “City” or “City of Galveston” shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.
- (b) The workers’ compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of the City of Galveston.
- (c) A minimum of thirty (30) days’ notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days’ notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Galveston, P. O. Box 779, Galveston, Texas 77553, with copy to the City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of B+ or better in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- (e) Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES, AND REGULATIONS.

Consultant agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules, and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules, and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

13. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors, and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant’s duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives,

assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

14. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives; (2) delivered by facsimile with electronic confirmation of the transmission; or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To the City: City of Galveston
 City Manager
 P. O. Box 779
 Galveston, Texas 77553
 Phone: 409.797.3520
 Fax: 409.797.3521

With Copy to: City of Galveston
 City Attorney
 P. O. Box 779
 Galveston, Texas 77553
 Phone: 409.797.3530
 Fax: 409.797.3531

To the Consultant: Public Sector Personnel Consultants, Inc.
 1215 W. Rio Salado #109
 Tempe, Arizona 85281

 Phone: (888) 522-7772
 Fax: (480) 947-6164

15. SOLICITATION OF EMPLOYEES.

Neither the City nor Consultant shall, during the term of this Agreement and additionally for a period of one (1) year after its termination, solicit for employment or employ, whether as employee or independent Consultant, any person who is or has been employed by the other during the term of this agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

16. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

17. HOME RULE MUNICIPALITY.

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, the City Charter, and the City Code. Consultant acknowledges that the City may only act through its City Council or a duly authorized representative of the City Council, and that any act of an employee or officer of the City that is not duly authorized is void.

18. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

19. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Galveston County, Texas, or the United States District Court for the Southern District of Texas—Galveston Division.

20. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

21. FORCE MAJEURE.

The City and the Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems, and/or any other similar causes.

22. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

23. REVIEW BY COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

24. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No amendment to this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each party.

25. ENTIRETY OF AGREEMENT

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the Consultant, their assigns, and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

26. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

27. WARRANTY OF SERVICES.

Consultant warrants that its services will be of a professional quality and conform to generally prevailing industry standards. The City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Consultant's option, Consultant shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by the City to Consultant for the nonconforming services.

28. NETWORK ACCESS.

If Consultant, and/or any of its employees, officers, agents, servants or sub-contractors (for purposes of this section "Consultant Personnel"), requires access to the City's computer network in order to provide the services herein, Consultant shall obtain separate, written authorization from the City.

29. INFORMAL DISPUTE RESOLUTION.

Except in the event of termination pursuant to Section 4.2, if either City or Consultant has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Galveston County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

30. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Consultant whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as **Exhibit D** and incorporated herein by reference. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

31. OWNERSHIP OF WORK PRODUCT.

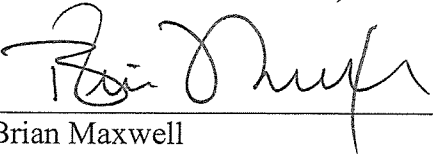
The City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement, collectively, "Work Product" Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of the City from the date of conception, creation or fixation of the Work Product in a tangible medium

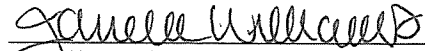
of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a “work-made-for-hire” within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a “work-made-for-hire” within the meaning of the Copyright Act of 1976, as amended, Consultant hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that the City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of the City.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

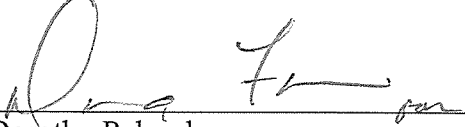
CITY OF GALVESTON, TEXAS

ATTEST


Brian Maxwell
City Manager

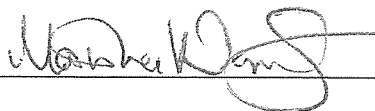

Janelle Williams
City Secretary

APPROVED AS TO FORM


Dorothy Palumbo
City Attorney



*CONSULTANT


Matthew Weatherly

Printed Name: Matthew Weatherly

Title: President

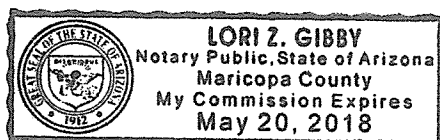
Date: 2/9/2015

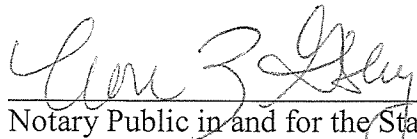
THE STATE OF ARIZONA §
COUNTY OF MARICOPA §

On this day, BEFORE ME, the undersigned, personally appeared Matthew Weatherly, the President of Public Sector Personnel Consultants, 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 9th day of February, 2014. 5

[SEAL]




Notary Public in and for the State of AZ

RFP 18-13
Monday, April 16, 2018 @ 2 pm
Proposals Opened By: Susan Serrano



Compensation Study

Witnessed By: Ja'Nice Lockett



Proposers

Received: date/time

1	Landrey & Associates, Inc	4/12	12:20pm
2	Public Sector Personnel Consultants	4/12	12:20pm
3	Management Advisory Group Int.	4/13	12:13pm
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			



City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

May 31, 2018

Public Sector Personnel Consultants, Inc.

Matthew Weatherly, President

1215 W. Rio Salado #109

Tempe, Arizona 85281

Email: mweatherly@compensationstudy.com

RE: RFP 15-04 Classification and Compensation Study – Contract Renewal – Contract # COG-CON-18-099-EXT1

Dear Mr. Weatherly:

The City of Galveston is pleased to inform you that your contract for the above service has been extended December 31, 2020, per the contract term as stated in Section 2. Term.

This Agreement shall commence February 1, 2015 ("Effective Date") and shall expire on December 31, 2015 ("Expiration Date"), unless terminated earlier in accordance with the provisions of this Agreement. The City shall have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to five consecutive years, should survey and pay plan update(s) be desired in 2017 and 2019. Survey and plan updates can be provided as an extension of this agreement for \$30,000 each in any subsequent year through 2020. An hourly rate of \$150.00 shall be used for any additional needed services not already included in the project scope and after the one year implementation period.

Please send a signed copy of this notice as an acknowledgement and agreement to the extension, an updated Certificate of Insurance, Professional Liability (Errors and Omissions), naming the City of Galveston as the additional insured, to: purchasing@galvestontx.gov. Please call if you have any questions.

Sincerely,

Susan P. Serrano, CTPM

Finance Department - Purchasing

Agreed:

Signature

Robert Longmire

Print Name

6/12/18

Date

SR. Analyst

Title





CERTIFICATE OF LIABILITY INSURANCE

OP ID: LE

DATE (MM/DD/YYYY)

05/30/2018

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 Business Insurance Services 11811 N. Tatum Blvd #1003 Phoenix, AZ 85028 Lora Erickson		CONTACT NAME: Lora Erickson, C.I.C., C.R.M. PHONE (A/C, No, Ext): 602-953-3100 FAX (A/C, No): 602-953-3229 E-MAIL ADDRESS: guiinc@aol.com PRODUCER CUSTOMER ID #: PUBLI-1	
INSURED Public Sector Personnel Consultants Inc. 1215 W. Rio Salado Pkwy #109 Tempe, AZ 85281		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

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	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPI/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE 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						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			SP1563943A	08/04/2017	08/04/2018	Per Occr.	1,000,000
							Per Agg.	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

***45 day notice of cancellation with a 10 day notice of cancellation for non payment of premium. Policy is Claims Made, \$2,500 Deductible applies.**
Subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

CITYGA1 City of Galveston 823 Rosenberg 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2018

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PRODUCER CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068	CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C, No, Ext): 602.631.2300 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: COPPERPOINT GENERAL INSURANCE COMPAN INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13043
INSURED Public Sector Personnel Consultants Inc 1215 W Rio Salado Parkway #109 Tempe AZ 85281		

COVERAGES**CERTIFICATE NUMBER: 618****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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	1012391	02/01/2018	02/01/2019	☒ 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)

8810-CLERICAL OFFICE EMPLOYEES-N.O.C.

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston 823 Rosenberg 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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CERTIFICATE OF LIABILITY INSURANCE

OP ID: LE

DATE (MM/DD/YYYY)

05/30/2018

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PRODUCER Business Insurance Services 11811 N. Tatum Blvd #1003 Phoenix, AZ 85028 Lora Erickson		CONTACT NAME: Lora Erickson, C.I.C., C.R.M. PHONE (A/C, No, Ext): 602-953-3100 FAX (A/C, No): 602-953-3229 E-MAIL ADDRESS: guiinc@aol.com PRODUCER CUSTOMER ID #: PUBLI-1		
INSURED Public Sector Personnel Consultants Inc. 1215 W. Rio Salado Pkwy #109 Tempe, AZ 85281		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: United States Liability Ins Co		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	☐ HIRED AUTOS							\$
	☐ NON-OWNED AUTOS							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DEDUCTIBLE							\$
	☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y / ☐ N						WC STATUTORY LIMITS	OTHER
	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	\$
A	Professional Liability			SP1563943A	08/04/2017	08/04/2018	Per Occr.	1,000,000
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Subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

GALVES1 Galveston Park Board of Trustees 602 Tremont 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

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INSURED Public Sector Personnel Consultants Inc 1215 W Rio Salado Parkway #109 Tempe AZ 85281		

COVERAGES**CERTIFICATE NUMBER: 619****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	1012391	02/01/2018	02/01/2019	☒ 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)

8810-CLERICAL OFFICE EMPLOYEES-N.O.C.

CERTIFICATE HOLDER**CANCELLATION**

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--	--

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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.

Public Sector Personnel Consultants, Inc.
Tempe, AZ United States

Certificate Number:
2018-368488

Date Filed:
06/14/2018

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-18-099 EXT1
HR Consulting Salary Surveys

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Robert Longmire, and my date of birth is 3/28/83.

My address is 1215 W Rio Salado Pkwy, Tempe, AZ, 85281, USA.
(street) #109 (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Maricopa County, State of AZ, on the 15 day of June, 2018.
(month) (year)

Robert Longmire

Signature of authorized agent of contracting business entity
(Declarant)

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the City of Galveston, a municipal corporation situated in County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of Galveston have the objective to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of the State of Texas, in the amount of \$469,183 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the City has agreed to contribute the total of \$37,647 in matching funds if said application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a multijurisdictional ABTPA Task Force; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the County to file an application for a grant with the Automobile Burglary and Theft Prevention Authority, which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2018 and to end: August 31, 2019.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the City agrees to contribute a total of \$37,647 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	\$34,047	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (City employee)	\$2,400	In-Kind Match by City (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (City employee)	\$1,200	In-Kind Match by City (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Automobile Burglary and Theft Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2018.

County of Galveston by:

City of Galveston by:

Mark Henry, County Judge

Brian Maxwell, City Manager

Date Signed

Date Signed

ATTEST:

ATTEST:

Dwight D. Sullivan, County Clerk

Janelle Williams, City Secretary

Galveston County Grant Application for Fiscal Year 2019

Program Title Please enter a short description of the proposed program that can be used as the title. *Galveston County Auto Crimes Task Force*

Which type of grant are you applying for?

Continued Grant - Only available to agencies that have a 2018 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.

To be eligible for consideration for funding, a program must be designed to support one or more of the following **ABTPA program categories**.

- Law Enforcement, Detection and Apprehension
- Reduction of the Sale of Stolen Vehicles or Parts
- Public Awareness, Crime Prevention, and Education

Grant Participation and Coverage Area

- **Other Coverage** (Describe): *Galveston County Auto Crimes Task Force covers Brazoria, Matagorda, and Southern Harris County areas on a request basis. We currently conduct 68-A inspections for these areas, respond to complaints and assist on investigations. The geographical area has a population growth during the summer time. Our Analyst offers support not only statewide, Nationally (Federal Agencies) but also internationally upon request.*
- **Law Enforcement Grant**
Participating and coverage agencies below.

Participating Agencies: agencies that will materially participate in the grant application through the use of interlocal agreements. The agencies selected in this list only includes agencies that will receive or provide funding and/or resources. The interlocal agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.

Coverage Agencies: agencies that will be covered by the grant but not materially participating in the grant application. These agencies will not be covered by a grant interlocal agreement but as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant. The agencies selected in this list only includes agencies that will be covered or where the chief of police or county sheriff indicates that their agency will coordinate or call upon the taskforce. These will not directly receive or provide funding and/or resources. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0840000 GALVESTON CO SO	TX0200000 BRAZORIA CO SO (MIP)
TX0840400 GALVESTON PD	TX0200100 ALVIN PD
TX0840700 LA MARQUE PD	TX0200200 ANGLETON PD
	TX0200300 CLUTE PD
	TX0200400 DANBURY PD
	TX0200500 FREEPORT PD

TX0200800 LAKE JACKSON PD
 TX0200900 MANVEL PD
 TX0201000 PEARLAND PD(MIP)(IBR)
 TX0201100 RICHWOOD PD
 TX0201200 SWEENEY PD (AE)
 TX0201400 WEST COLUMBIA PD
 TX0201700 ALVIN COMMUNITY COLL PD
 TX0201800 BRAZORIA PD
 TX0201900 BROOKSIDE VILLAGE PD
 TX0202700 JONES CREEK PD (AE)
 TX0202800 SURFSIDE BEACH PD
 TX0202900 OYSTER CREEK PD
 TX0203200 ALVIN ISD PD
 TX0203300 ANGLETON ISD PD (AE)
 TX0203500 COLUMBIA-BRAZORIA ISD PD
 TX0840200 DICKINSON PD
 TX0840300 FRIENDSWOOD PD (AE)
 TX0840500 HITCHCOCK PD
 TX0840600 KEMAH PD
 TX0840800 LEAGUE CITY PD
 TX0840900 TEXAS CITY PD
 TX0841000 UTMB-GALVESTON PD
 TX0841200 TX A&M GALVESTON PD (AE)
 TX0841900 JAMAICA BEACH PD (AE)
 TX0842100 SANTA FE PD
 TX0842200 BAYOU VISTA PD
 TX0842300 COLL OF THE MAINLAND PD
 TX0842800 Santa Fe ISD PD
 TX0843100 GALVESTON ISD PD
 TX1010100 BAYTOWN PD
 TX1011700 SEABROOK PD (AE)
 TX1012500 WEBSTER PD
 TX1012800 NASSAU BAY PD
 TX1610000 MATAGORDA CO SO
 TX1610100 BAY CITY PD
 TX1610200 PALACIOS PD
 TX1610900 BAY CITY ISD PD

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsABTPA@txdmv.gov.

Grant Budget Summary

Budget Category	ABTPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$314,830.00	\$12,970.00	\$327,800.00	\$0.00
Fringe	\$0.00	\$104,724.00	\$104,724.00	\$0.00
Overtime				
Professional and Contract Services	\$134,345.00	\$58,733.00	\$193,078.00	
Travel	\$1,100.00	\$0.00	\$1,100.00	\$0.00
Equipment				

Budget Category	ABTPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Supplies and Direct Operating Expenses (DOE)	\$18,908.00	\$43,620.00	\$62,528.00	\$7,200.00
Total	\$469,183.00	\$220,047.00	\$689,230.00	\$7,200.00
		46.90%		

The award amount for this grant is \$469,183.00, the match amount is \$220,047.00 with a reimbursement rate of 0.680735.

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Lt./Commander (Position # 401)	Investigator/LEO	100.00%	\$78,954.00	\$4,550.00	\$83,504.00	\$0.00
Investigator (Position #404)	Investigator/LEO	100.00%	\$73,316.00	\$3,095.00	\$76,411.00	\$0.00
Investigator (Position #405)	Investigator/LEO	100.00%	\$69,783.00	\$2,475.00	\$72,258.00	\$0.00
Analyst (Position #403)	Crime Analyst/LE Professional	80.00%	\$43,612.00	\$1,000.00	\$44,612.00	\$0.00
Deputy (Position #402)	Investigator/LEO	100.00%	\$49,165.00	\$1,850.00	\$51,015.00	\$0.00
	Total Personnel		\$314,830.00	\$12,970.00	\$327,800.00	\$0.00
Fringe						
Lt./Commander (Position # 401)	Investigator/LEO		\$0.00	\$25,225.00	\$25,225.00	\$0.00
Investigator (Position #404)	Investigator/LEO		\$0.00	\$23,632.00	\$23,632.00	\$0.00
Investigator (Position #405)	Investigator/LEO		\$0.00	\$22,703.00	\$22,703.00	\$0.00
Analyst (Position #403)	Crime Analyst/LE Professional		\$0.00	\$15,213.00	\$15,213.00	\$0.00
Deputy (Position #402)	Investigator/LEO		\$0.00	\$17,951.00	\$17,951.00	\$0.00
	Total Fringe		\$0.00	\$104,724.00	\$104,724.00	\$0.00
Overtime						
	Total Overtime					
Professional and Contract Services						
Galveston PD - Sr Police Officer	Investigator/LEO - personnel		\$68,777.00	\$5,648.00	\$74,425.00	

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Galveston PD - Sr Police Officer	Investigator/LEO - fringe		\$0.00	\$28,399.00	\$28,399.00	
La Marque PD - Detective	Investigator/LEO - personnel		\$65,568.00	\$3,450.00	\$69,018.00	
La Marque PD - Detective	Investigator/LEO - fringe		\$0.00	\$21,236.00	\$21,236.00	
	Total Professional and Contract Services		\$134,345.00	\$58,733.00	\$193,078.00	

Travel

ABTPA Meetings and Workshops	Administrative In-state		\$525.00	\$0.00	\$525.00	\$0.00
TAVTI	Training In-State		\$0.00	\$0.00	\$0.00	\$0.00
IAATI	Training Out-of-State		\$0.00	\$0.00	\$0.00	\$0.00
Advanced/Specialized Auto Theft	Training In-State		\$575.00	\$0.00	\$575.00	\$0.00
	Total Travel		\$1,100.00	\$0.00	\$1,100.00	\$0.00

Equipment

Total Equipment

Supplies and Direct Operating Expenses (DOE)

Service Contracts (Hardware/Software)		\$0.00	\$12,500.00	\$12,500.00	\$0.00
Fuel		\$0.00	\$5,600.00	\$5,600.00	\$4,800.00
Vehicle Maintenance		\$2,000.00	\$2,400.00	\$4,400.00	\$2,400.00
Wireless		\$11,400.00	\$0.00	\$11,400.00	\$0.00
Administrative Supplies		\$1,500.00	\$0.00	\$1,500.00	\$0.00
Operating Supplies		\$1,508.00	\$0.00	\$1,508.00	\$0.00
Training		\$2,000.00	\$0.00	\$2,000.00	\$0.00
Towing		\$500.00	\$0.00	\$500.00	\$0.00
Utilities/Building Maintenance		\$0.00	\$23,120.00	\$23,120.00	\$0.00
	Total Supplies and Direct Operating Expenses (DOE)		\$18,908.00	\$43,620.00	\$62,528.00 \$7,200.00

Budget Narrative

Budget Narrative

Personnel: Lt/Commander (Galveston County Sheriff's Office): Commander supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Director, investigators, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate state and county regulations. Commander provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Commander coordinates with the Analyst concerning appointments, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force.

Investigators (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Deputy (Galveston County Sheriff's Office or Constable's Office): Primary duties will consist of pro-active LPR operation and field identification and assistance. May conduct minor investigations and overt/covert operations as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. May assist assigned district liaisons by sharing and gathering information related to motor vehicle crimes as deemed necessary by the Commander. Assists all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle-related requests for local, state, and federal investigators. 80% assigned to Auto Crimes Task Force.

Note: Salaries listed are based on proposed position steps/grades with with respect to percentage of time spent on Auto Crimes Task Force grant activities plus 3% potential cost of living adjustments/step increases/salary increases possible for the coming fiscal year. Cash match amounts reflected are for sworn law enforcement personnel per the Law Enforcement Career Path Program for: Certification Pay (based on level of certification as follows: \$50 per month for intermediate certification; \$100 per month for advanced certification; and \$150 per month for master certification); and Longevity Pay: \$5.00 per month for each year of time in service, but not more than \$125.00 per month. Also included is a one-time bonus of \$1,250 per employee typically given to County employees in the first pay period of November.

Fringe: Cash Match reflected above includes the following benefits for all county employees with respect to percentage of time spent on Auto Crimes Task Force grant activities: Pension -Texas County District and Retirement System (TCDRS) at 11.87% Alternate Plan (County does not participate in Social Security) at 8.765% Medicare at 1.450% Unemployment Insurance at 0.280% Health Insurance at \$545/month

Overtime: No overtime funds available for budgeting

Budget Narrative

Professional and Contract Services: Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Salary and benefits reflected are per the Collective Bargaining Agreement between the City of Galveston and the Galveston Municipal Police Association and include a pay increase plus a 1% COLA to go into effect October 1st. Salary match paid by Galveston PD includes Certification Pay (based on TCOLE certification - Intermediate: \$100/month; Advanced: \$167/month; and Masters: \$208/month); Longevity Pay (\$4.50 per years of service/month); and Education Pay (based on degree held from nationally accredited college or university - Associates: \$75/month; Bachelors: \$200/month; Masters: \$250/month). Benefits/Fringe provided by City match include: Pension (12%) - \$9,039; Social Security (6.20%) - \$4,640; Medicare (1.450%) - \$1,092; Workers Comp (9.250%) - \$6,968; Health Insurance - \$6,180 (\$515/month); Dental Insurance - \$288 (\$24/month); and Life Insurance - \$192 (\$16/month).

La Marque Police Department (Detective): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Salary and benefits reflected were calculated based on most current hourly rate billed. Salary Match paid by La Marque PD include Certification Pay: \$150/month; Longevity Pay: one-time annual payment received in December; and an Equipment Allowance: \$65/month. Benefits provided by City match include: Pension (14.85%) - \$10,249; Social Security (6.20%) - \$4,279; Medicare (1.450%) - \$1,001; and Health Insurance - \$5,707 (\$475.62/month).

Travel: The current per diem rate for the county is \$45 per day and the mileage rate is in conjunction with the IRS standard mileage rate.

Administrative: ACTF anticipates travel to ABTPA Board Meetings 4 times per year for 2 people at approximately \$23 for daytime travel only; plus one grant workshop requiring an overnight stay per diem of \$45/day and hotel estimated at \$125/night for 2 people.

Training: Travel expenses following are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force.

Texas Association of Auto Theft Investigators (TAVTI) will be held in Galveston in FY 2019 and no travel funds will be necessary.

International Association of Auto Theft Investigators (IAATI): Funds not available for travel for IAATI Conference in FY 2019 without budget adjustment.

Advanced and Specialized Auto Theft in-state travel estimated costs may include a maximum per diem of \$45/day and hotel costs estimated at \$125/night for 2 attendees.

Any unused funds in travel may be utilized to conduct investigations and law enforcement business both in-state and out-of-state during the fiscal year.

Equipment: Funds not available for equipment purchase for FY 2019 without budget adjustment.

Budget Narrative

Supplies and Direct Operating Expenses (DOE): Fuel: The county and cities provide fuel for ACTF vehicles. County match includes estimated fuel for 4 full time investigator vehicles, LPR, bait car, heavy duty diesel truck, and miscellaneous fuel costs (UTVs, fuel for generators, fuel for seized vehicles, etc). All amounts shown as cash match are based on estimates; however quarterly expenditure reports will document actual usage and amounts paid by each entity. Cities pay for fuel for their assigned investigators (one agent assigned per city as described under Professional and Contractual Services). Estimated City In Kind Match shown based on calculation of \$200/month. Vehicle Maintenance: The county and cities maintain investigator's vehicles. In Kind Match shown for contracted city employee's vehicles which are maintained by respective city garages and includes estimated labor/equipment costs of \$1,200/per vehicle annually. Galveston County maintains 4 full time investigators vehicles, and contracts for vehicle repairs and are billed for such. Cash match shown estimates \$600/vehicle for 4 full time investigator's vehicles. ABTPA funds requested include maintenance costs for bait vehicles including a car, cargo trailer, all-terrain vehicles and personal water craft. These vehicles are used for bait, surveillance, and other covert activities and are equipped with various tracking devices, cameras, sound and recording systems. \$2,000 estimated to cover maintenance costs of the bait vehicles, License Plate Reader vehicle, heavy duty crime prevention truck; crime prevention trailer and other trailers. All amounts shown are based on estimates, however quarterly expenditure reports will document actual expenses incurred and amounts by each entity. Wireless Communications: Requested funds include costs for cell phones used by ACTF staff; cellular data links in bait vehicles, LPR, tracking units to operate GPS systems, and IP video cameras used for surveillance. Also includes costs of air cards for laptop computers to send/receive data to identify motor vehicles , suspects, or relay information in surveillance situations in a timely and secure method. Cell service is provided through Verizon Wireless costs an average of \$950/month.

Administrative Supplies: Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Estimated cost for office supplies is \$1,500 and accommodates expensive printer cartridges for agent's printer, which was provided by the County. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

Operating Supplies: Estimated \$1,500 for departmental supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies and other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

Training: Includes estimated registration fees for training including Texas Association of Vehicle Theft Investigators (TAVTI) conference at \$200/person for 5 people; \$450 for attendance for one person for new detective/investigative training; with remaining funds available for other training opportunities such as interrogation techniques, analytical training, etc.

Towing: Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed \$500 in towing fees.

Utilities/Building Maintenance/Alarm: Auto Crimes Task Force is housed in a building owned by the National Weather Service. The prior Auto Crimes Task Force facility posed a health hazard due to black mold and unsound structures. The County negotiated a long-term agreement which allows us to use the building with maintenance and utility costs kept by the County for as long as the task force is in existence. There is no rent, however the County does provide utility services (electrical, water, sewer, garbage disposal, etc) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Current average cost of all utilities is estimated at \$1925/month, however quarterly expenditure reports will document actual utility bill amounts.

Budget Narrative

Service Contracts: Cash Match using Program Income Funds include Software Licensing and Maintenance costs of \$10,000 to renew annual contract with Vigilant Solutions for Law Enforcement Archival and Reporting Network (LEARN) and National Vehicle Location System (NVLS) access to LPR data (including private data) and Facial Recognition System; and Hardware Maintenance Contract annual renewal with Vigilant Solutions for \$2,500 to provide upgrades to the existing License Plate Reader camera system.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program.

Cash Match		
Source of Cash Match		
Galveston County	Grantee	\$148,814.00
City of Galveston	Subgrantee	\$34,047.00
City of La Marque	Subgrantee	\$24,686.00
Program Income	Program Income	\$12,500.00
Total Cash Match		\$220,047.00

In-Kind Match		
Source of In-Kind Match		
City of Galveston	Subgrantee	\$3,600.00
City of La Marque	Subgrantee	\$3,600.00
Total In-Kind Match		\$7,200.00

Statistics to Support Grant Problem Statement

Use UCR data	2014	2015	2016
Larceny from a motor vehicle	1554	1596	1922
Larceny from a motor vehicle - Parts	220	227	169
Jurisdictions included in totals	Statistics for Area of Jurisdiction		
Theft of a motor vehicle	604	572	647
Recoveries of Motor Vehicles	294	302	349
Jurisdictions included in totals	Statistics for Area of Jurisdiction		

Provide any additional information or limitations about the data provide above

Data collected from Galveston County and local agencies CY16-UCR reports for 2014 and 2015.

Application Narrative

Grant Introduction (Executive Summary)

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the intent of the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by county commissioners' court. The court appointed Galveston County Sheriff to oversee this project. Galveston County Auto Crimes Task Force command structure has a Director (appointed by Sheriff), Commander, and Assist Commander. The task force follows the command structure of the Sheriff's Office.

Galveston County Auto Crimes Task Force is a multi-agency and multi-jurisdictional task force

which coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often tied to organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals are sustaining illegal behavior, including theft by fraud, causing harmful losses to Texas communities.

Crime mapping and analytical research is an integral part of fighting the varied array of criminal enterprises across multiple jurisdictions. We develop strategies and utilize crime statistics to assign personnel to operations to pro-actively combat thefts and burglaries of motor vehicles/parts. We utilize available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles/parts and thefts of motor vehicles. Investigators also work re-actively, investigating assigned follow up cases from participating agencies to help identify prolific offenders and potential suspects and/or actors. We further conduct vehicle inspections for port operations and DMV 68-A forms. This can help lower insurance rates; reduce the crime rate and economic impact in local communities, which overall helps reduce violent crime.

Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to assist officers from any requesting Local, County, State, and Federal Agencies.

This application requests funding to maintain Task Force operations that have been in service since 1993 and has funding matched by county and local agencies. These Investigators are highly trained in the specialized field of auto theft, but also tend to work some marine theft, boat trailers, and heavy equipment. Continued funding focuses on maintaining salaries and operational activities of the task force.

If the Task Force is not funded, burglary of motor vehicles/parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes will increase drastically. This will increase insurance rates to consumers and the crime rate will increase throughout these communities. Funding can maintain the task force and keep the crime rate down or even decrease it by targeting these crimes.

Grant Problem Statement

- 2.1 Provide an assessment of the motor vehicle burglary (including theft of parts) problem in the coverage area of this application.

In 2007 GCACTF was tasked with burglaries of motor vehicles and thefts of parts. We provide full service to Galveston County (population 333,684 per UCR reports 2015). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Two areas in the county have seen dramatic increases in burglaries of motor vehicles which we intend to address. The north end of Galveston County and eastern Brazoria County is ever-growing in population and retail businesses creating a target rich environment; and the tourist industry in the southern part of Galveston County has seen record increases since the decline of the economy. Both of these areas have seen increases in the incidences of violence associated with motor vehicle crimes.

Galveston County suffered losses of over two million dollars last year due to motor vehicle burglaries and thefts. Victims also suffer an array of losses well beyond economic, such as lost time, lost business, and lost wages and overall diminishment of community well-being. In CY 2016, there were 2091 burglaries of motor vehicles/stolen parts with a value loss of \$2,291,736 and an average loss \$1,096.

Since 2013 there has been an almost 1.92% reduction in vehicle burglaries in Galveston County. These reductions are attributed to increased public awareness, pro-active LPR patrols, surveillance, and bait vehicle operations. Joining forces with Texas Department of Motor Vehicles Regional investigators and other state and local law enforcement agencies has helped significantly. Providing local law enforcement training has also assisted in the decline of vehicle part thefts and burglaries. Despite the reduction, Galveston County has experienced an increase in incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor burglaries/parts including victim assisted crime; organized crime; firearms being stolen; drug related; and tire and rim thefts from dealerships.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application

Since 1993 GCACTF has provided full service targeting vehicle thefts in Galveston County (population 333,684 per UCR reports 2015). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Galveston, Southern Harris, Brazoria, and Matagorda Counties have reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts including victim assisted crime; organized crime; drug related; trafficking in humans and narcotics; theft of rental cars through fraud; chop shops; internet scams; and dealership burglaries and theft of vehicles. In CY 2016 there were 647 vehicle thefts totaling \$7,145,468, with an average loss of \$11,044 bringing the total loss due to motor vehicle theft and burglary in Galveston County to \$9,437,204.

The City of Galveston has been experiencing a significant increase in motor vehicle thefts, particularly in the summer months. This can almost surely be attributed to the increase in visitors due to the beaches and tourism industry combined with schools being on summer break.

2016 saw a 4.4% increase in auto theft from 2013. Galveston County reported approximately 620 incidents of motor vehicle thefts to police with an average of 1.69 vehicles a day in 2013. Since that time, despite all the efforts of interested parties, the theft rate has slightly increased to the point that in 2016 police reported approximately 647 motor vehicle thefts, an average of about 1.77 stolen vehicles per day.

Automobile theft is much more than an insurance problem; it's an expensive social menace that every year costs Texans close to \$1 billion: \$600 million for insurers to fix or replace stolen cars, \$250 million in police, health care and court system costs, and many more millions of dollars in correctional services expenses.

The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation and involvement of many stakeholders. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

2.3 Describe the geographical target area intended for this application. Include information about the taskforce governing and command structure. Include a description of the coverage area(s) and the nature of support and agreements supporting this application.

Galveston County is the grantee and is governed by county commissioners' court. The court has appointed the Sheriff to oversee the project. Galveston County Auto Crimes Task Force

command structure includes a Director (appointed by Sheriff), Commander, and Assist Commander.

The task force is supported by the participating agencies with interlocal agreements from the cities of Galveston, La Marque, and Hitchcock. The Sheriff has open ended cooperative working agreements with agencies in Galveston County and the surrounding agencies which we fall under. However, we will pursue letters of support from agencies in our coverage area.

Galveston County's tourism industry has grown dramatically in recent years. We have over 70 miles of beachfront plus close proximity to the nation's third largest city, Houston, contributing to the complexity of our theft problems. Galveston's tourism industry continues to thrive. Growth has been clearly seen throughout the entire county with a number of new hotels. The already large cruise industry is growing with the addition of more ships, larger ships and a third terminal. Galveston has become one of the largest cruise terminals in the world.

Contributing to the growth are events such as Mardi Gras, Spring Break and the Lone Star Bike Rally. Galveston hosts one of the largest Mardi Gras events in the nation. Galveston is rated as the #2 spot in Texas for Spring Break. This past year the Lone Star Bike Rally became the second largest rally in the nation surpassing Daytona and being only second to Sturgis. This event has had an affect countywide with large venues in the La Marque and Hitchcock areas. Growth surrounding the Tanger Outlet mall in Texas City includes the recent start of construction on Adventure Pointe, a 25 acre theme park. League City has seen explosive growth in business and entertainment. All of these areas are increasing as target rich environments for thefts, BMV's and car-jackings.

The Ports of Galveston and Freeport are also in the service area of our program. Both ports have seen extensive growth in the movement of vehicles and equipment inbound and outbound. It is not uncommon for our port inspections to result in the check of hundreds of vehicles in a single day.

- 2.4 Will the program described in the application cover the community(ies) at large or will all or any part of this program be directed to serve a specific target population? **If No or Both, please describe the problem supporting the need for a special target population.**

We do not target specific populations, however through analysis and intelligence gathering, GCACTF may evaluate an area with a specific need or emerging trend which requires a temporary targeted focus to combat auto theft and burglaries. Any agency or portion of our coverage area could be focused on at any given point.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

ABTPA programs must completely describe the functions they will perform in implementing the program. If Awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the Proposed Program Related to Burglary of a Motor Vehicle

Through increased communication with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention

displays, we hope to see continued reductions in the numbers of motor burglaries. The proposed TCOLE training of officers to increase awareness of burglary interdiction should have a positive impact on the changing trends as well.

Functions Of Proposed Project

Operations and services are provided to all law enforcement agencies and citizens of Galveston County, and to areas outside of Galveston County on a request basis.

Since 2007, GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle burglary/parts. Investigators are specially trained in vehicle identification and investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and resources effectively.

Galveston County Auto Crimes uses various combinations of the following eight methods to combat burglary of motor vehicles and parts:

- 1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.*
- 2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles/parts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with burglaries of motor vehicles.*
- 3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles/parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts.*
- 4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary/parts with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle burglary/parts.*

5) *Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.*

6) *Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles and parts to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and/or parted out for international transport through ports. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft/parts.*

7) *Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles/parts. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of thefts/burglaries and meet the statutory measures to increase recoveries of stolen vehicles/parts; increase clearance of cases; and increase arrests.*

8) *Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle burglary/parts and theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary/parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary/parts and theft.*

9) *Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.*

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested: .

Conduct investigations regarding auto burglaries, including stripped vehicles/parts, salvage switch parts, and insurance fraud cases.

Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles/parts.

Provide assistance regarding patterns of criminal activity relating to burglaries of motor vehicle/parts.

Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles/parts to include gang activity, narcotics trafficking, etc.

Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and/or using bait to combat the activity)

Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities in coverage area.

Assist requesting law enforcement agencies in coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles.

Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles.

Provide instructors and/or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, and Basic Police Academies, and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles.

Assist in processing of recovered stolen evidence/parts related to burglaries of motor vehicles and/or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts.

Provide On-Call Agent 24 hours a day/7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the Proposed Program Related to Theft of a Motor Vehicle

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. Galveston County Auto Crimes Task Force will increase communication and training of crime prevention to law enforcement personnel. We will continue the increased visibility through static display of stripped vehicle displays.

Functions Of Proposed Project

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently ACTF agents are specially trained in vehicle inspections/investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the

first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of our task force remain vigilant in the fight against motor vehicle theft.

The task force uses various combinations of the following eight methods to combat motor vehicle theft:

- 1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.*
- 2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with motor vehicle thefts and associated gateway crimes. She regularly assists other ABTPA task forces and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections.*
- 3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment.*
- 4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft.*
- 5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.*
- 6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped*

agencies think more regionally to solve motor vehicle theft.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who and steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases.

Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents.

Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats/personal watercraft, and heavy equipment.

Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and/or property, etc.

Assist citizens and law enforcement agencies concerning complaints regarding new and used car dealers in coverage area

Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in investigation of citizen complaints involving vehicle related business

Inspect in-bound and out-bound vehicles and heavy equipment at Port of Galveston in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston. Assistance will also be given with inspections at the Port of Houston and Port of Freeport.

Assist law enforcement agencies in coverage area regarding execution of search warrants,

arrest warrants, motions to revoke probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle crimes.

Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury/death or the potential for serious bodily injury/death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses]

Provide instructors and/or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes.

Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. ACTF will provide training to requesting agencies regarding the processing of recovered vehicles.

Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and/or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes, Lo-Jack tracking of stolen vehicles, etc.

3.3 Functions of the Proposed Program Related to Motor Vehicle Burglary and Theft Prevention

According to a National Insurance Crime Bureau (NICB) October 2016 report, Texas had the second most vehicle thefts with keys in the nation, which is often referred to as "victim assisted" theft. To reduce simple mistakes like this, the task force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and home owners associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, give-aways and other printed material with ABTPA logos and Galveston County Auto Crimes Task Force identifiers for reference.

ABTPA Task Forces are required to collaborate across judicial boundaries and to develop regional strategies to implement funded activities. Describe how the applicant staff and jurisdiction will coordinate with other agencies and jurisdictions in the implementation of this program.

3.4 Collaboration Effort

Galveston County Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. We conduct daily briefings to evaluate the current trends of motor vehicle burglary/parts and motor vehicle theft cases.

Much of our intelligence information is gathered and shared through the Bay Area Investigators group email. This group has over 620 participants including detectives and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other ABTPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This

collaboration method is invaluable in the fight against motor vehicle burglary/parts and motor vehicle theft.

We further have weekly briefings with our in-house Texas Department of Motor Vehicle Investigator as well as with our assigned NICB Agent who works from our office one day per week. They notify us of activities and trends they see/work in surrounding areas which may cross into our coverage areas. They coordinate meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, we participate in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports.

We will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft/burglaries were reported and/or recovered by another agency. These collaborations are vital to successfully investigate and prosecute.

Our analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the ABTPA predetermined activities. The ABTPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Mandatory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered	Mandatory. Reporting for
1.1.16	Increase the clearance rate of motor vehicle thefts	Report the number of motor vehicle theft cases cleared	Mandatory. Reporting for
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft	Mandatory. Reporting for
Mandatory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of burglary cases cleared	Mandatory. Reporting for
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary	Mandatory. Reporting for
Measures for Grantees. Add Target values for those that you will measure.			
1 Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies			

ID	Activity	Measure	Target
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of groups identified	
1.1.2	Identify and document/record prolific motor vehicle theft offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	
1.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3 for number of vehicles inspected in these businesses)	Number of businesses inspected	
1.1.6	Conduct bait vehicle operations that target motor vehicle theft offenders	Number of bait vehicle deployments	
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed	
1.1.9	Respond to license plate reader (LPR) alert notifications	Number of times investigators responded to LPR alert notifications	
1.1.12	Conduct covert operations targeting motor vehicle theft offenders	Number of covert operations	
1.1.13	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of operations	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists	Number of agency assists	
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	
1.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of motor vehicle thefts	Number of times collaborated with coverage area agencies or other law enforcement agencies	
1.2.4	Collaborate on investigations regarding stolen parts and other property	Number of cases investigated	

ID	Activity	Measure	Target
1.2.5	Conduct intelligence information-sharing	Number of intelligence meetings attended	
1.2.6	Conduct intelligence information-sharing	Crime analysis bulletins disseminated	
1.3	Strategy 3: Prevent and Reduce the Incidence of Motor Vehicle Related Fraud Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud	Number of collaborations	
1.3.2	Conduct 68(A) inspections (for TxDMV assignment or reassignment of VIN)	Number of vehicles inspected to complete a serialized 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected	
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations related to MVT	
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	
2.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	
2.1.4	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected (see Goal 5 for number and value of parts recovered)	
2.1.5	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of "round up" operations	

ID	Activity	Measure	Target
2.1.7	BMV related cases presented to prosecutor	Report the total number of BMV related cases presented to prosecutor(s) where there was an incidence of theft from motor vehicles (includes criminal complaints for BMV, Theft, theft of parts or other cases directly tied to ABTPA statute of motor vehicle burglary and economic motor vehicle theft as defined in ABTPA statute)	
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists	Number of agency assists	
2.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	
2.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of thefts from a motor vehicle	Number of times collaborated with coverage area agencies or other law enforcement agencies.	
2.2.4	Investigate cases regarding stolen parts and other property	Number of cases investigated	
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	
3.1.2	Conduct educational presentations to citizens	Number of presentations	
3.1.4	Conduct vehicle identification number (VIN) etchings	Number of etching events	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	
3.1.7	Utilize social media outlets (FaceBook, Twitter, Instagram, etc.)	Number of postings in social media outlets	
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes	

ID	Activity	Measure	Target
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes	

Grant Evaluation

- 4.1 Describe the method and practice of evaluating the program activities. Including management and staff participation and systems (forms and software) used to ensure reliable and accurate data is collected and reported.

Investigators will be required to submit daily activity reports and monthly summaries which will be used to evaluate our goals, strategies, and activities. These results will be instrumental, along with crime analysis to implement and target operations effectively toward an overall goal of reducing auto theft and auto burglaries/parts. The mandated statutory requirements are documented in this process to evaluate burglary of motor vehicles/parts and theft of motor vehicles.

An overall monthly report will be compiled and sent to the Sheriff to be available to the commissioners' court. and reported to This will be provided to ABTPA on a quarterly basis.

We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. We will continue to use this method to instantly evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas.

We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft and burglary problems in our area. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH GALVESTON COUNTY FOR PARTICIPATION IN THE GALVESTON COUNTY AUTO CRIMES TASK FORCE; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR 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 such services include the Auto Crimes Task Force; and

WHEREAS, it is in the best interest of the public health and welfare of the people of the City to allow the City of Galveston to participate in the Galveston County Auto Crimes Task Force; and

WHEREAS, the City and Galveston County wish to enter into an Interlocal Cooperation Agreement to allow the City of Galveston to participate in the Galveston County Auto Crimes Task Force, collectively referred to herein as the Agreement; and

WHEREAS, the City Council find it in the public interest to enter into the Interlocal Agreement allowing the City of Galveston to participate in the Galveston County Auto Crimes Task Force.

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 Galveston County, attached hereto as **Exhibit 1**, is hereby approved and adopted.

SECTION 3. That the City Manager is hereby authorized to execute the Interlocal Cooperation Agreement between the City of Galveston and Galveston County in substantially the same form as attached hereto upon final approval by the City Attorney.

SECTION 4. That 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 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 the 26th day of July, 2018, 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 _____, 2018.

Secretary for the City Council
of the City of Galveston



Galveston Police Department

OFFICE OF THE CHIEF

601 54th Street | Galveston, TX | 77551

Chief Vernon Hale III | 409-765-3790 | www.galvestontx.gov/police

Date: 29 June 2018

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

From: Vernon Hale III, Chief of Police

Re: Consider for approval a resolution authorizing the City Manager or his designee, to purchase rifle resistant body armor, not to exceed \$85,031.58, for the Galveston Police Department. Purchase to be funded by Texas Rifle Round Resistant Body Armor Program, Officer of the Governor, Criminal Justice Division and Seized Funds.

I. Background

- A. In 2017, in response to the July 7th, 2016, shooting of numerous police officers in Dallas, Texas, the Legislature passed and the Governor signed Senate Bill 12, which created a grant program within the governor's office to increase the safety of Texas' law enforcement officers by assisting agencies in the purchase of rifle-resistant body armor (RRBA).
- B. In September 2017, Council approved a resolution authorizing the City Manager to proceed with application for the Texas Rifle Round Resistant Body Armor Program, 2018. The resolution authorized the City Manager or his designee to, accept, reject, alter, or terminate the grant on behalf of the applicant agency, Galveston Police Department.
- C. In January 2018, the Office of the Governor awarded the City of Galveston \$82,250.00 for rifle resistant body armor, with no match required.

II. Current Situation

- A. Patrol officers are only equipped with traditional body armor that cannot stop rifle rounds. It is the intent to equip all Patrol Officers with RRBA.
- B. In addition to Patrol, officers belonging to the Crisis Negotiation Team and the Marine Division, not already receiving RRBA, will also be issued.
- C. RRBA already utilized by the SWAT team, will be replaced with upgraded armor, and the SWAT teams current armor will be reissued to Patrol.
- D. Purchase to be made from GT Distributors which sells both Protech and Hardwire armor plates and accessories.





Galveston Police Department

OFFICE OF THE CHIEF

601 54th Street | Galveston, TX | 77551

Chief Vernon Hale III | 409-765-3790 | www.galvestontx.gov/police

- E. GT Distributors has a Buy Board Contract for Rifle Resistant Body Armor #525-17. Buy Board is a cooperative purchasing organization in which the city is a member.

III. Issues

- A. Grant award is for \$82,250 and there is no match. Should purchase exceed grant award, balance to be funded by Seized Funds, \$2,531.58. Total purchase not exceed \$85,031.58.
- B. Timing – Body Armor will be purchased in FY 2018.
- C. Improvements – Significantly increased officer safety. Currently, very few officers have Rifle Resistant Body Armor.
- D. Will provide upgraded armor for SWAT.

IV. Alternatives in order of priority

- A. Approve resolution authorizing purchase.
- B. Do not approve resolution authorizing purchase.

V. Recommendation

Concur in Alternative A authorizing City Manager or his designee to purchase, Rifle Resistant Body Armor.

VI. Fiscal Impact Report

Requested by: Vernon Hale III

Funding Source: Rifle Resistant Body Armor Grant	\$82,250.00
DEA Forfeited Property 1811-211425-522056-421000	\$2,531.58

Cost of Implementation:	\$85,031.58
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A





Galveston Police Department

OFFICE OF THE CHIEF

601 54th Street | Galveston, TX | 77551

Chief Vernon Hale III | 409-765-3790 | www.galvestontx.gov/police

Respectfully Submitted,

A blue ink signature of Vernon Hale III, written in a cursive style, positioned above a horizontal line.

Vernon Hale III
Chief of Police

Approved,

Brian Maxwell
City Manager





GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0090572
Date	6/20/2018
Page:	1

Bill To:

Galveston Police Department
Accounts Payable Dept
823 Rosenberg
Galveston TX 77550

Ship To:

Galveston Police Department
2517 Avenue H
Galveston TX 77553

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA 06/19/2018	001165	AP	FACTORY DIRECT	NET 15	0/0/0000	1,799,160
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
89	PTA-TAC-PR-PKG*	Protech Tac PR Plate SB12 Package (For Patr	Each	\$549.00	\$48,861.00	
		Package includes; (1) Tac PR Trad Molle w/ buckle closure (2) 440 level 4 plates (1) M4 double mag pouch/ (1) Medical Pouch				
1	NOTES:	Notes:Patrol and Cades Tac PR package Conti	EA	\$0.00	\$0.00	
		(2) Large POLICE ID panels (1) Carry bag				
21	PTA-TAC-PR-PKG2*	Protech Tac PR Plate SB12 Package (No Plate	Each	\$235.00	\$4,935.00	
		Package includes; (1) Tac PR Trad Molle w/ FST NO PLATES (1) M4 double mag pouch/ (1) Medical Pouch				
1	NOTES:	Notes:Protech Tac PR Plate SB12 Package (N	EA	\$0.00	\$0.00	
		(2) Large POLICE ID panels (1) Carry bag				
42	PTA-1193120*	Protech Hardwire Multi-Curve Rifle Plate 10x12	EA	\$270.00	\$11,340.00	
		Hardwire Plates for Swat				
7	PTA-S360-PKG*	Protech Shift 360 Trad Molle with Hardwire Pla	Each	\$792.94	\$5,550.58	
		Package includes; (1) Shift 360 trad molle w/ velcro closure (2) Hardwire 10x12 lev III Plates (10 yr warra (1) M4 double mag pouch/ (1) Medical Pouch				
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		2) Large POLICE ID panels (1) Carry bag				



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0088935
Date	6/19/2019
Page:	1

Bill To:

Galveston Police Department
Accounts Payable Dept
823 Rosenberg
Galveston TX 77550

Ship To:

Galveston Police Department
2517 Avenue H
Galveston TX 77553

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ARMOR QTY 17 6/19/	001165	AP	FACTORY DIRECT	NET 15	0/0/0000	1,787,757
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
17	PTA-TACPR-TMW*	Protech TAC PR Traditional Modular Webbing	EA	\$843.82	\$14,345.00	
1	NOTES:	Traditional Molle TAC PR with First Spear Tubes Closure DN# 6598 Notes: Package includes: (1) Carrier, (1) Carry bag (1) M4 dbl mag pch, (1) Med pouch (2) Large ID Panels, (2) HW MC Plates (10 year warranty on plates)	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your sales person is Doriane Pissonier.
Courtney, John <JCourtney@GalvestonTX.Gov>

Subtotal	\$14,345.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$14,345.00

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE CITY TO ACCEPT A \$82,250.00 GRANT FROM THE TEXAS RIFLE ROUND RESISTANT BODY ARMOR PROGRAM FOR THE PURCHASE OF RIFLE RESISTANT BODY ARMOR; DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THE GRANT.

WHEREAS, the City of Galveston Police Department has been offered a \$82,250.00 grant from the Texas Rifle Round Resistant Body Armor Program of the Governor's Office for the purchase of Rifle Resistant Body Armor which would enhance the protection of the City of Galveston Police Department; and,

WHEREAS, the Grant does not require the City to match any funds as a condition of acceptance or participation; and,

WHEREAS, the City Manager requires approval to accept the grant award from the Criminal Justice Division of the Governor's Office, which is distributing the Grant; and,

WHEREAS, total project costs are estimated to be no more than \$85,031.58, with any costs not covered by the grant being supplied by seized funds; and,

WHEREAS, the City of Galveston intends to name the City Manager as its agent for the purpose of applying for and receiving all funds from this Grant; and,

WHEREAS, the City agrees that in the event of loss or misuse of the Criminal Justice Funds, the City assures that the funds will be returned to the Criminal Justice Division in full; and,

WHEREAS, the City Council of the City of Galveston finds it in the best interest of the citizens of Galveston that the Rifle Resistant Body Armor be purchased for the Galveston Police Department using grant funds from the Texas Rifle Round Resistant Body Armor Program of the Governor's Office.

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 of 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 the receipt of grant funds from the Texas Rifle Round Resistant Body Armor Program of the Governor's Office for the purchase of Rifle Resistant Body Armor and authorizes the

City Manager to execute all contracts and agreements with the Criminal Justice Division of the Governor's Office, and such other parties as shall be necessary and appropriate for such grant funds, upon final approval by the City Attorney.

SECTION 3. The City of Galveston hereby designates the City Manager as the City of Galveston's official representative, who shall have the authority to accept, reject, alter, or terminate such grant, and approve any authorized expenditure pursuant to such grant on behalf of the City of Galveston.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

SECTION 5. 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 for 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 26th day of July, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of City of Galveston this _____ day of _____, 2018.

Janelle Williams
Secretary for the City Council
Of the City of Galveston



City of Galveston

Office of the City Attorney
823 Rosenberg Room 203
PO Box 779 | Galveston, TX 77553-0779
409-797-3530

July 18, 2018

Hon. Mayor James Yarbrough
Hon. Members of Council
City Hall
City of Galveston

RE: Request that Council approve the appraisal companies of Pyles Whatley Corporation and Colliers International as approved appraisers for use in the acquisition of properties funded by CDBG grants funds or other federal funds

Dear Council:

In its May session the Council accepted the staff recommendation to designate JLL Valuation Services as an approved appraisal firm for use in the connection of real estate acquisition required by and in conjunction with projects funded by federal funds. At the time JLL was the only responsive firm to the procurement process of the City, and I advised the procurement would be repeated.

The procurement process was repeated and this time two additional firms responded: the Pyles Whatley Corporation of Dallas Texas and Collier International of Houston Texas. Each response was evaluated and each was found to be responsive and qualified.

Therefore this is to request that Council approve the Pyles Whatley Corporation of Dallas Texas and Collier International of Houston Texas as qualified appraisers for the City of Galveston for use in projects using CDBG funds.

Should you have any questions, please contact me.

Very truly yours,

/s/ Donald S. Glywasky
DONALD S. GLYWASKY
City Attorney



City of Galveston

Grants & Housing Department

P.O. Box 779 / Galveston, TX 77553-0779
(409) 797-3820 / Fax (409) 291-4553 | www.galvestontx.gov

July 26, 2018

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

From: Sterling W. Patrick, Executive Director of Grants & Housing

RE: Consider for Approval to Authorize the City Manager or his Designee to Execute a Certification of Consistency with the Consolidated Plan (HUD Form-2991) for the Gulf Coast Center and WOMAN's, Inc.

I. Background

- A. The Consolidated Plan is a 3, 5 or 7 year strategic plan identifying an Entitlement Community's housing and non-housing community development needs and actions to address the priority needs within the Plan.
- B. HUD regulations require that an applicant agency or organization for HUD funds must provide a Certification Form from each Entitlement Community or Jurisdiction in which a project will be located.
- C. The Certification must be submitted with the grant application. The applicants will submit funding requests to the Texas Homeless Network and the Network will submit to HUD.

II. Current Situation

- A. The Gulf Coast Center submitted a Certification of Consistency Form for their Permanent Housing Program which provides housing and supportive services to individuals who meet the HUD definition of chronically homeless. A brief project description is attached for your reference. **(Attachment A)**



- B. WOMAN's, Inc. submitted a Certification of Consistency Form for their Rapid Re-Housing Program which will house homeless women with dependent children escaping domestic violence. A brief project description is attached for your reference. **(Attachment B)**

III. Issues

- A. Consistency with Consolidated Plan: Both agency Programs are considered High Priorities in the City's Consolidated Plan. The provision of services (temporary, transitional or permanent housing and supportive services) for the homeless is a High Priority in the Consolidated Plan.
- B. Budget is not an issue. There is no direct cost associated to the City for either program.
- C. Compliance with HUD requirements: If the City denies the request for a Certification of Consistency, it must provide specific reasons for the denial.

IV. Alternatives in order of priority

- A. The City could provide the requested Certification of Consistency with the Consolidated Plan for the Gulf Coast Center's Permanent Housing Program and WOMAN's, Inc. Rapid Re-Housing Program to serve the homeless population.
- B. The City could deny one or both Certifications.

V. Recommendation

- A. Authorize the City Manager or his designee to execute a Certification of Consistency with the Consolidated Plan for the Gulf Coast Center and WOMAN's, Inc.



VI. Fiscal Impact Report

Request by: Sterling W. Patrick
Executive Director of Grants & Housing

Funding Source: N/A

Cost of implementation: N/A

Respectfully Submitted,



Alice T. Law
Assistant Director of Grants & Housing



ATTACHMENT A

**Certification of Consistency
with the Consolidated Plan****U.S. Department of Housing
and Urban Development**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Gulf Coast Center

Project Name: Permanent Housing Program

Location of the Project: City of Galveston

Name of the Federal
Program to which the
applicant is applying: FY18 Continuum of Care Program Renewal-Permanent Housing

Name of
Certifying Jurisdiction: City of Galveston

Certifying Official
of the Jurisdiction
Name: Sterling W. Patrick

Title: Executive Director, Grants & Housing Department City of Galveston

Signature: _____

Date: _____

Gulf Coast Center
10000 Emmett F. Lowry, Ste. 1220
Texas City, TX 77591

FY2018 Continuum of Care Program Renewal - Permanent Housing Program

Project Description:

The Gulf Coast Center's Permanent Housing Program provides safe and affordable housing to individuals in Brazoria and Galveston counties who have been homeless for the past 12 consecutive months or have at least four homeless episodes that add up to 12 months over the previous three years. The program follows a Housing First approach to prioritize rapid placement into permanent housing without time limits or preconditions and barriers to program entry. The project utilizes grant funding for tenant-based rental assistance in scattered-site apartment units across Brazoria and Galveston counties and serves a minimum of 32 persons each grant year. Program participants work with case managers to select apartment units and staff help facilitate lease execution to ensure individuals attain safe and affordable housing. Once participants have secured permanent housing, case managers offer on-going support to help build rapport and encourage open communication. Case managers meet with participants on a regular basis, encouraging them to define their own needs and goals. The Gulf Coast Center has more than 20 years of experience in providing programs to connect homeless individuals to housing and provides an array of treatment services designed to support stability for this population. Access to services within the Center helps ensure continuity of care and facilitation of engagement. The Center offers behavioral and primary healthcare, substance use disorder treatment, inpatient psychiatric care, crisis respite, and 24- hours crisis response services. Dependent upon individual need, participants can also be referred to external providers and linked with a variety community-based services and supports. Through on-going case management, staff support participants as they develop and achieve their personal goals. The desired outcomes for all participants are to improve quality of life which begins with securing safe and affordable housing.

ATTACHMENT B

**Certification of Consistency
with the Consolidated Plan****U.S. Department of Housing
and Urban Development**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Women Opting for More Affordable Housing Now, Inc. (WOMAN, Inc.)

Project Name: WOMAN, Inc. Rapid Re-Housing

Location of the Project: City of Galveston

Name of the Federal
Program to which the
applicant is applying: HUD Continuum of Care for Homeless Assistance Program

Name of
Certifying Jurisdiction: City of Galveston

Certifying Official
of the Jurisdiction
Name: Sterling Patrick

Title: Executive Director, Department of Grants and Housing, City of Galveston

Signature: _____

Date: _____



A COMMUNITY
HOUSING DEVELOPMENT
ORGANIZATION

BOARD OFFICERS

EXECUTIVE DIRECTOR
Michaëlle Warmly

PRESIDENT
Linda McAdams

VICE PRESIDENT
Diane Savage

TREASURER
Marilyn Farrell

SECRETARY
Vita Rogers

WOMAN, Inc.'s Rapid Re-housing project uses HUD Continuum of Care grant funds to house women with dependent children escaping domestic violence (DV). At full capacity, the project provides seven units and 23 beds, placing seven women and their children in scattered site housing. HUD awarded us \$108,744 under the FY 2017 Continuum of Care Program for rental assistance and supportive services.

This program is unique for this coastal area: it is the sole effort targeting DV victims that combines long-term housing and supportive services. Galveston County reported 30 ES beds for DV victims but no rapid re-housing. All of our clients who enter our program are literally homeless, referred from emergency DV shelters. In the first two quarters of the project's first year, 72% of persons acquired housing within 30 days of project entry; also, 100% of households exiting the program entered permanent housing.

From WOMAN, Inc. and our partners, clients receive rental assistance; housing counseling and search; case management; and enrollment in mainstream benefits. Households may voluntarily participate in the following services: counseling, budgeting and parenting classes; child care; education; employment assistance; life skills training; substance abuse and mental health treatment; health care; food; transportation and legal services. Project services begin with assessment to determine the type and frequency of service provision and factors that threaten stability. Re-housing and case management begin immediately after enrollment and follows the "housing first" model, under which households from DV shelters will move quickly and directly into housing units.

WOMAN, Inc. coordinates services through relationships with community partners. We are active in the local homeless coalition and have hosted the PIT count. We expect to have all seven units leased out within three months of signing a renewal contract with HUD.

City of Galveston



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

Staff Report

July 26, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Port of Galveston for the redevelopment of Cruise Terminal #1.

I. Background

- A. The Industrial Development Corp (IDC) approved the Agreement for the Redevelopment of Cruise Terminal #1 on April 3, 2018.
- B. The Public Hearing was held at the July 10th Industrial Development Corp. Meeting.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Port of Galveston for the redevelopment of Cruise Terminal #1.
- B. Objectives
 - a. Funds will be used to improve the moorings. *Carnival Vista*, and the newest class of vessels operated by Carnival and other cruise lines are longer and larger ships than the ships currently calling in Galveston.
 - b. Funds will be used to improve the surface of the existing wharf. The wharf deck requires renovations to accommodate larger vessels including the removal of an unused water station that obstructs loading doors on vessels.
 - c. Funds will be used to expand the section of the Cruise Terminal 1 building that connects the passenger waiting area to the passenger loading bridge. Expansion of this area is necessary because the newest cruise ships are longer than the ones currently calling in Galveston.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Port of Galveston.

IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds
Cost	\$995,000.00

V. Economic Impact

The project at Cruise Terminal 1 is critical to helping Galveston maintain its current position as the nation's fourth largest home port. It also helps position the Port for continued growth in the cruise industry.

Respectfully Submitted,


Garrett McLeod
Economic Dev. Coordinator

RESOLUTION NO. 18-008
CRUISE TERMINAL

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING AS A PROJECT OF THE CORPORATION, EXPENDITURES REQUIRED OR SUITABLE FOR INFRASTRUCTURE NECESSARY TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; AND EXENDITURES SUITABLE FOR THE DEVELOPMENT OF PORT RELATED FACILITIES TO SUPPORT WATERBORNE COMMERCE.

* * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") hereby creates the "Cruise Terminal" project. The "Cruise Terminal" project is described in the application dated March 23, 2018 attached hereto as Exhibit A and incorporated herein including, but not limited to, all land, buildings, public and private facilities, roads, streets, water and sewer facilities, drainage facilities, alleys, transportation systems and other related improvements, facilities, buildings or land that are related to or enhance the area along and adjacent to the "Cruise Terminal" project.

Section 2. The IDC finds that the expenditures for the "Cruise Terminal" project are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises including, but not limited to the businesses, improvements, land and facilities listed in Section 501.103 of the Texas Local Government and that the "Cruise Terminal" project may consist of any or all of the items set forth in Section 501.103 of the Texas Local Government Code.

Section 3. The IDC finds that the "Cruise Terminal" project is required or suitable for port related facilities to support waterborne commerce as set forth in Section 504.103 of the Texas Local Government Code.

Section 4. The IDC does hereby find that the estimated cost for the proposed "Cruise Terminal" project is **\$995,000.00 plus legal and administrative costs** paid from the Industrial Development Corporation of the City of Galveston.

Section 5. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on July 10, 2018, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 6. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "B"

PASSED, APPROVED, AND RESOLVED on this 25th day
of April 2018.


James D. Yarbrough, President
Board of Directors

ATTEST:


Carolyn Sunseri, Secretary
Board of Directors

EXHIBIT A
CRUISE TERMINAL PROJECT DESCRIPTION

EXHIBIT B
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF
GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING
CRUISE TERMINAL

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the IDC has adopted, as a project the following:

The IDC will redevelop Cruise Terminal 1. The estimated cost for the proposed redevelopment of Cruise Terminal 1 project is **\$995,000.00 plus legal and administrative costs** paid from the Industrial Development Corporation of the City of Galveston

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on July 10, 2018, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE BOARD OF TRUSTEES OF THE GALVESTON WHARVES
AND
THE INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON, TEXAS**

This Agreement is entered into this 25th day of April, 2018, by and between the Board of Trustees of the Galveston Wharves, a separate utility of the City of Galveston, also known as the Port of Galveston (the "PORT") and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, 504 and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501, 504 and 505 of the Act; and

WHEREAS, the PORT has applied for a grant from the IDC for redevelopment of Cruise Terminal Number 1; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PORT and the IDC agree as follows:

**ARTICLE I.
IDC'S OBLIGATIONS**

A. Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PORT as follows:

The IDC agrees to pay to the Port of Galveston up to Nine Hundred Ninety-Nine Thousand Dollars **\$995,000.00** for the following activities to be performed within the City of Galveston, Texas:

The redevelopment of Cruise Terminal Number 1 in accordance with application attached hereto as Exhibit A and incorporated herein for all purposes.

B. The IDC will request a full accounting of the funds expended on the "Cruise Terminal" project no later than sixty (60) days after completion of "Cruise Terminal" project. If, after completion of the construction of the "Cruise Terminal" project there are funds remaining and/or savings from "Cruise Terminal" project and received from Port, IDC shall return such funds to the IDC.

ARTICLE II. PORT'S OBLIGATIONS

A. Following the execution of this Agreement, the PORT shall begin efforts to implement the activities described in Article I of this Agreement. The construction of the "Cruise Terminal" project shall be completed within 24 months. The PORT's failure to complete the construction of the "Cruise Terminal" project within 24 months will constitute a breach of the Agreement and result in immediate termination of this agreement with no opportunity to cure. The failure by the PORT to develop and implement the activities described in Article I of this Agreement shall constitute a breach of this Agreement. The PORT understands and agrees that, in the event termination of this Agreement by PORT, or pursuant to Article V of this Agreement, the PORT shall reimburse the IDC the full amount of money paid by the IDC to the PORT.

B. In accordance with Chapter 2264 of the Texas Government Code, the PORT agrees not to knowingly employ any undocumented workers. During the term of this Agreement, the PORT shall notify the IDC of any complaint brought against PORT alleging that it has employed undocumented workers. If the PORT, or any branch, division or department of the PORT is convicted of a violation under 8 U.S.C. Section

1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PORT to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PORT of the violation. The PORT shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the PORT contracts. The PORT shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PORT shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the PORT. The PORT's failure to comply with this provision will constitute a breach of the Agreement.

D. Upon completion of the "Cruise Terminal" project, but no later than sixty (60) days after, PORT will furnish the IDC with a full accounting of the funds expended on the "Cruise Terminal" project.

E. At the conclusion of the construction of the "Cruise Terminal" project all monies not spent directly on the "Cruise Terminal" shall be returned to the IDC. PORT will make an accounting of all expenses expended pursuant to this Agreement.

F. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not

boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

**ARTICLE III.
PORT'S REPRESENTATIONS AND WARRANTIES**

- A. The PORT represents and warrants, as of the date hereof, that:
1. the PORT is a local governmental entity of the State of Texas;
 2. execution of this Agreement has been duly authorized by the PORT and this Agreement is not in contravention of the PORT's governing authority or any agreement or instrument to which the PORT is a party or by which it may be bound as of the date hereof;
 3. no litigation or governmental proceeding is pending or, threatened against or affecting the PORT that may result in a material adverse change in the PORT's business, properties, or operations sufficient to jeopardize the PORT's legal existence; and
 4. no written application, written statement, or correspondence submitted by the PORT to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PORT agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

B. Except as expressly set forth in this Article III, the PORT makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

**ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES**

A. The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V. REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the PORT is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the PORT in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit

such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI. GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if

personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the PORT: Port Director
Port of Galveston
P.O. Box 328
Galveston, Texas 77553
Facsimile: (409) 766-6171

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PORT or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) completion of the construction of "Cruise Terminal" project; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article V hereof; (iv) at the PORT's sole and absolute discretion upon the PORT's return of all grant funding to the IDC that it has received under this Agreement; (v) upon the PORT's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PORT under Article II hereof; or (vi) upon the failure to complete the "Cruise Terminal" project within 24 months. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K. Public Information. Information provided by or on behalf of the PORT

under or pursuant to this Agreement that the PORT considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PORT shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the Port of Galveston, by and through its Board President, duly authorized to execute same by action of its Board; and by the Industrial Development Corporation of the City of Galveston, Texas acting through its duly authorized official.

CITY OF GALVESTON, TEXAS,
INDUSTRIAL DEVELOPMENT
CORPORATION

By: [Signature]
Name: James D. Yarbrough
Title: President, Board of Directors
Date: 4-25-2018

ATTEST:

By: [Signature]
Name: Carolyn Sunseri
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: [Signature]
Name: Arthur L. Bertile, III
Title: Counsel for the Corporation

PORT OF GALVESTON, TEXAS

By: [Signature]
Name: [Signature]
Title: Chairman
Date: 4/25/2018

ATTEST:

By: [Signature]
Name: [Signature]
Title: Interim Secretary
Board of Trustees

APPROVED AS TO FORM:

By: [Signature]
Name: [Signature]
Title: Attorney



EXHIBIT "A"
APPLICATION FOR FUNDING

City of Galveston



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

Staff Report

July 26, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Port of Galveston for a Port Master Plan.

I. Background

- A. The Industrial Development Corp (IDC) approved the Agreement for the Port Master Plan on April 3, 2018.
- B. The Public Hearing was held at the July 10th Industrial Development Corp. Meeting.
- C. The kickoff meeting between Bermello, Ajamil & Partners and the Port of Galveston was held in March 2018.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Port of Galveston for a Port Master Plan.
- B. Objectives of the Master Plan
 - a. Promote the development and growth of the Port by establishing a long-term vision, creating land use principles, and prioritizing capital investments for Port facilities and operations.
 - b. Adapt Port policies, operations, facilities, and infrastructure to changing technology, cargo trends, regulations, natural and man-made disaster resiliency, and competition from other U.S. and foreign seaports.
 - c. Integrate economic, engineering, environmental and community considerations into the Port process for evaluating the impact of development projects and growth scenarios.
 - d. Create a roadmap for future port development that is consistent with federal, state, and city laws, with the primary mission of increasing waterborne trade and commerce.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Port of Galveston.

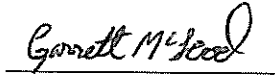
IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds
Cost	\$150,000.00

V. Economic Impact

Identifies, examines, and positions the Port of Galveston for growth and expansion for the next 5 to 40 years, develops principles and identifies key strategies that will guide future development at the Port.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

**RESOLUTION NO. 18-007
PORT MASTERPLAN**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING AS A PROJECT OF THE CORPORATION, EXPENDITURES REQUIRED OR SUITABLE FOR INFRASTRUCTURE NECESSARY TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; EXPENDITURES SUITABLE FOR THE DEVELOPMENT OF PORT RELATED FACILITIES TO SUPPORT WATERBORNE COMMERCE; EXPENDITURES REQUIRED OR SUITABLE FOR INFRASTRUCTURE NECESSARY TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; TO CREATE OR RETAIN PRIMARY JOBS.

* * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") hereby creates the "Port Master Plan" project. The "Port Master Plan" project is described in the application dated March 23, 2018 attached hereto as Exhibit A and incorporated herein.

Section 2. The IDC finds that the expenditures for the "Port Master Plan" project are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises including, but not limited to the businesses, improvements, land and facilities listed in Section 501.103 of the Texas Local Government Code.

Section 3. The IDC finds that the expenditures necessary for the "Port Master Plan" project are required or suitable for port related facilities to support waterborne commerce as set forth in Section 504.103 of the Texas Local Government Code.

Section 4. The IDC finds that the expenditures necessary for the "Port Master Plan" project are suitable or required to promote or develop new or expanded business

enterprises that create or retain primary jobs as set forth in Section 505.152 of the Texas Local Government Code.

Section 5. The IDC does hereby find that the estimated cost for the proposed "Port Master Plan" project is **\$150,000.00 plus legal and administrative costs** paid from the Industrial Development Corporation of the City of Galveston.

Section 6. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on July 10th, 2018, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 6. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "B"

PASSED, APPROVED, AND RESOLVED on this 25 day of April 2018.


James D. Yarbrough, President
Board of Directors

ATTEST:


Carolyn Sunseri, Secretary
Board of Directors

EXHIBIT A
PORT MASTER PLAN PROJECT DESCRIPTION



PROPOSAL

PORT OF GALVESTON STRATEGIC MASTER PLAN (SMP)

v2.3

JUNE 12, 2018



v2.3

PORT OF GALVESTON STRATEGIC MASTER PLAN WORK PLAN

June 12, 2018

GOALS

The Port of Galveston Strategic Master Plan (SMP) will create a vision and direction for the Port that can be embraced by the community with a sustainable and viable business model for the Port.

The Master Plan will identify, examine, and position the Port for growth and expansion for the next 5 to 40 years, develop principles and identify key strategies that will guide future development at the Port.

Additionally, the plan shall include goals with statements of desired achievements, objectives with specific measurable outcomes that fulfill the goals, and strategies that focus the initiatives to meet the objectives. The plan shall conclude with a recommended implementation strategy.

Long-range development goals are essential for guiding the future development and expansion of the Port. The Plan shall be an evolving document that establishes policies and guidelines to direct the future development of the Port of Galveston to include financial projections for the proposed Master Plan addressing the sustainability / profitability of the Master Plan range of options for conceptual port infrastructure.

OBJECTIVES

The objectives of the Master Plan are as follows:

- Promote the development and growth of the Port by establishing a long-term vision, creating land use principles, and prioritizing capital investments for Port facilities and operations.
- Adapt Port policies, operations, facilities and infrastructure to changing technology, cargo trends, regulations, natural and man-made disaster resiliency, and competition from other U.S. and foreign seaports.
- Integrate economic, engineering, environmental and community considerations into the Port process for evaluating the impact of development projects and growth scenarios.
- Create a roadmap for future port development that is consistent with federal, state, and city laws, with the primary mission of increasing waterborne trade and commerce.

To achieve the above the plan must:

- Define the short and long-term capital program for the port to follow. (The plan however, will not be used to wholesale authorize any specific capital expenditures. Rather, each project identified in the Master Plan will be individually reviewed and approved by the Port at the appropriate time.
- Achieve consensus among the political leadership on the vision for the Port
- Provide a unifying vision of the Port's role in the community
- Establish a financially sustainable Port capable of meeting its mission
- Creating a justification document to support future environmental permits
- For potential use in seeking grants

The Consultant must work with the Port to identify specific demand thresholds for cruise, cargo, industrial development, commercial development and additional resources such that appropriate triggers are defined for planning, programming, design and construction of the plan elements and respective projects.

Additionally, rapidly changing trends require economic and market forecasting on local, regional, national and global scale. The Plan shall place a special emphasis on those expansions and improvements that will attract industries and/or commercial enterprises that have the propensity to bring jobs to the area. Key priority is to accommodate growth utilizing various funding strategies.

The Port envisions that the Consultant may assist by evaluating the current organization, staffing organization and structure; determine current efficiencies and deficiencies, benchmark current goals for the Port against similar organizations for staff and organization requirements, assist the Port in determining current and future staffing needs and organization to support future strategic goals.

CURRENT SITUATION

The port has opportunities which require planning to determine how to best position the Port to meet its mission and role within the community.

Understanding the issues and recognizing the opportunities and limitations will allow the creation of a realistic and functional Master Plan that can serve Port of Galveston well into the future. The Plan will address:

- **Revenue Opportunities** - Operational revenues for the Port and private industries are important to implementing the recommendations in this plan. A strategy shall be developed to increase revenues and provide enhanced opportunities for the Port to reinvest in development. The strategy shall also address financial incentive programs that will enhance private development. The analysis shall cover the full range of revenue strategies available and provide recommendations for the most viable strategies.
- **Local, State and Federal Programs** - The plan will identify and characterize local, state and federal funding programs that can help the Port make needed improvements.
- **Opportunities for public/private partnerships (P3)** – The plan will identify how the port can partner to accelerate development, bring in new opportunities, and reduce risks through P3 partnerships. The plan will inform by providing a review of how public/private partnerships have been used in similar situations and how the Port could implement these partnerships.

The Management Team and Consultant will analyze and identify the best and highest uses for Port facilities including terminals, and industrial properties, and prioritize the development and expansion of those facilities for 5 to 40-year planning horizons. To the extent possible, the Port and Consultant will utilize components from the 1998 and 2018 strategic plan documents in determining those best and highest uses.

The 2018 Master Plan will be designed to be reviewed and updated on a regular basis, incorporating new information and developments, refining market projections and opportunities, and evaluating and updating development and investment priorities.

COMMUNITY/ STAKEHOLDER PARTICIPATION

The process of formulating the plan will be based on an interactive working relationship between the Port's management and the master planning consultant, and will require involvement and input from key stakeholders, tenants, prospective customers and the public. Some of this information is available from a recent strategic plan prepared earlier this year.

The Master Plan will help clarify and communicate the Port vision and provide strategic navigation to consider a range of internal and external factors that may impact current and/or future operations.

PHASED APPROACH

The plan will be developed in tasks divided into three logical phases to both meet a logical progression of the work, but also focus on issues which need the most pressing decisions. The phases include the following tasks as described in the scope.

Phase 1 - INFRASTRUCTURE ASSESSMENT

- **Task 1 – Project commencement** – General kick-off and data collection
- **Task 2 – Infrastructure assessment** - The Master Plan begins with an infrastructure assessment to quantify the extent of the deficiencies and damage of the port marine infrastructure, develop repair concepts and methodologies, cost estimating and schedule preparation for the rehabilitation project.

Phase 2 – CRUISE PLAN

- **Task 3 – Cruise operations** – Phase 2 will focus on the significant growth in cruise operations over the next 40 years.
- **Task 4 – Community and non-maritime uses** – Along with Task 3, the community uses, real estate uses and community integration aspects of the port will be considered developed.

Phase 3 – THE PLAN

- **Task 5 – Cargo / industrial operations** – The final phase will address the balance of business lines at the Port. This part of the master plan needs to develop strategies to identify and attract strong tenants for industrial properties that will provide for optimal use in support of long-term development goals, and in line with the Port's mission. A deeper understanding of potential markets is needed.
- **Task 6 – Financial plan** – this task will involve creation of a financial model to plan the port's future and its sustainability.
- **Task 7 – Community outreach and involvement plan** – this task is integrated throughout the development of the plan to seek input from customers, users, stakeholders, elected leaders, Board members and citizens
- **Task 8 – Comprehensive Plan** – This phase will consolidate the work into a single cohesive master plan

SCOPE OF SERVICES

The Scope of Services is divided into three phases, each with different elements as follows:

TASK 1 PROJECT COMMENCEMENT

1.1 Project commencement

the Consultant will coordinate a kick-off meeting with the Port and its designated team. Topics for discussion include:

- Confirmation of project goals and objectives
- Agreement on the project schedule, timing and content of workshops, recordkeeping standards, communication with the Port, public notification of meetings, and preliminary and final submissions
- Discussion of ongoing and/or planned Port projects, markets and tenants served, community issues and others items that serve to frame the context of the Plan update
- Assembly and discussion of study materials including current tenant contracts – cruise and cargo; leases; port tenant contracts and issues; concessions; public/private partnerships; economic impact analysis results; and others to be identified
- Discuss the major policies for the Master Plan, which will provide the framework for the direction of the study including:
 - Port's mission statement and organization
 - The role of the Port in the community
 - Growth strategies
 - Priorities
 - Environmental footprint
 - Financial challenges and goals
 - Previous Master Plans

1.2 Prior work and data collection

The Consultant will review the 1998 and 2018 strategic plans, related economic activity, financial and market forecasts and conditions, and other relevant planning documents.

The Consultant will assemble historical Port operations data and statistics including:

- Cargo
 - Historic levels of cargo
 - Import
 - Export
 - Trans-shipment
 - Containerized
 - Break-bulk

- Origin and destination of port cargo
 - Cargo by line
 - Yard(s) operations
- Cruise
 - Cruise volumes
 - Homeport
 - Port-of-call
 - By cruise line
 - Daily activity of cruises
 - One-day or ferry vessel volumes (if any)
- Maritime activity
 - Berth utilization
 - Vessel operations
 - Length
 - Beam
 - Draft
 - Seasonality of vessel operations
- Transportation data
 - Gate activity
 - Traffic volumes
- Parking data
 - Historical
 - By cruise line
 - By length of cruise
- Financial data
 - Port charges
 - Historical P/L Statements
 - Debt structures and debt service
 - Long-term agreements (discounts and guarantees)
 - Long-term leases and other port agreements
 - Cruise line contracts
- Facilities
 - Obtain drawings of the cruise terminals

1.3 Inventory

The Consultant will prepare an inventory of the physical infrastructure found at the Port of Galveston. Items for review include:

- Port boundaries with leased areas
- Submerged properties
- Port administrative area and properties
- Marine channels, turning basins and maneuvering areas
- Configuration, size of cargo yards and berths
- Number, capacity and outreach of gantry cranes
- Inventory and assessment of Port yard(s) equipment
- Configuration, size of cruise berths
- Configuration, size of support buildings

- Roadway and rail
- Parking facilities
- Utilities
- Easements
- Natural disaster plans and related facilities
- Surrounding land uses, long range planning, zoning, and other regulatory issues

1.4 Environmental issues

The Consultant will prepare a report that:

- Provides an inventory of all environmental features and issues for the port properties
- Known ecological and environmental conditions, including natural resources, estuarine conditions, and areas associated with dredged materials management
- Current permit status, conditions, restrictions or commitments
- Categorize properties by opportunities and issues

1.5 Base maps

The Consultant will prepare a series of base maps for use in future planning. The maps will reflect the information gathered from the Port. Maps will be divided into categories which will be subsequently used in the final preparation of the Master Plan.

the Consultant will use the current inventory to identify properties being used into the following categories:

- Industrial
- Cargo
- Cruise
- Public park and recreation (active and passive)
- Commercial uses
- Roads
- Vacant

TASK 2 INFRASTRUCTURE ASSESSMENT

2.1 Initial inspections

The Consultant will conduct an initial cursory inspection of the Port facilities for the limited purpose of understanding their current state so that this information can be used in determining areas of concern for future planning. No testing or detailed inspections are included in this task of any buildings, plant, piers or bulkheads. The inspections are not meant to be exhaustive or detailed, but rather obtain an understanding of the life of the asset.

2.2 Selection of areas for detailed inspections

From the initial inspection, a general assessment will be made of the assets to quantify the extent of the deficiencies and damage of the port marine infrastructure and determine:

- Usability of existing berths, yard and buildings
- Establishing a general direction on the life span left on some of the assets
- A general understanding of those facilities which are to be abandoned or demolished and others which may be repaired.

2.3 Detailed inspections

Based on the agreement of the assets which have functionality and merit further study, the Consultant will provide the inspections and testing to further evaluate each asset.

2.4 Recommendations report

Based on the results of the inspections and testing, develop general repair concepts and methodologies, order of magnitude cost estimates and potential schedule preparation for the rehabilitation of the different assets.

The Consultant has not included in this scope the following:

- Underwater mapping of environmental conditions
- Hydrodynamic flushing models
- Surveys or aerials
- Geotechnical studies

TASK 3 CRUISE OPERATIONS

3.1 Agree of areas for consideration for cruise operations

Agree with the Port on which properties that may be targeted for consideration for use for cruise operations. Obtain a schedule for when certain of the properties could be available to the Port.

3.2 Cruise forecasts

3.2.1 Analysis of cruise operations

The Consultant will prepare an analysis of the cruise operations at Port of Galveston and other key regional homeports and ports-of-call influencing the traffic including the following:

- Nature of the cruise passenger
 - Port-of-call
 - Homeport
 - Gaming
 - One-day
- Itinerary cruise sub-regions
- Length of cruise
- Volumes of cruise passenger by line

3.2.2 Assessment of macro cruise trends

The Consultant will collect and assess all relevant information needed to provide an evaluation of the worldwide and regional cruise markets affecting Port of Galveston. Specific items for assembly include:

- Industry growth trends, both historic and those presently observed in the marketplace overall and in the Caribbean and related regions
- Operators and brands, including business strategies, products offered and other data
- Cruise vessels, including their present and anticipated future operating specifications and levels of vessels on order
- Itineraries, deployment characteristics, and product offerings, including duration of cruises, fly-cruise/charter products
- Passenger profile and demographic information, including general consumer tastes, ages, incomes, and travel frequencies of each of the consumer groups
- Cruise line selection criteria for expansion of activities into geographic regions and/or port facilities, with emphasis placed on identification of cruise port facility requirements, characteristics of destinations held in high regard by operators, methodologies used by operators in deployment, and operational cost issues and considerations.

Information assembled under this task will be summarized to present a clear indication of the present direction of the industry's overall and anticipated worldwide and regional growth patterns.

3.2.3 Interview cruise lines

The Consultant will conduct a series of one-on-one meetings and telephone interviews with US and European cruise line decision-makers to learn of their present and planned future deployment to Port of Galveston and the region given current and future circumstances relevant to world and regional operations. Interviews will focus on:

- Future business plans
- Desirability to provide more capacity by each brand
- Operators, including business strategies, products offered
- Itineraries, deployment characteristics and product offerings
- Cruise line selection criteria for expansion of activities

3.2.4 Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment

The Consultant will distill the data collected into a manageable set of issues and opportunities for the future of cruise tourism operations at Port of Galveston. This will be achieved through a specific SWOT analysis of information collected. Strengths and weaknesses are internal to the Port and City; opportunities and threats are external. As not all these issues are of equal importance, critical items will be weighed and prioritized.

3.2.5 Competitors for traffic

The Consultant will provide a general assessment of competitive ports that could impact Port of Galveston's market capture levels and operations over the long-term.

3.2.6 Long-term cruise forecast

The Consultant will prepare short and long-term annualized forecasts of passenger throughput in Port of Galveston. The Consultant will analyze the overall potential using various methodologies; each tends to yield a more accurate assessment of either short, mid or long-term forecasts:

- **Long-term agreements** – Long-term commitments for cruise vessel deployments usually provides a good base for a forecast and a good mid-term assessment.
- **Market capture** – The best long-term forecast is done using market capture analysis. For this analysis, the Consultant will segregate Port of Galveston traffic into sub-sectors and estimate the forecast traffic for each and then apply market capture rates in each sector; subsequently such traffic will be divided between the different competing ports for the traffic.
- **Interviews** – Cruise line interviews provide the best short-term forecasts as it is based on internal discussion about the deployment plans for the next 3 to 5 years.
- **Deployment scenarios** – We will use the interviews and reviews of historical traffic and develop actual deployment patterns by each major cruise line; and,

- **Industry growth** – the Consultant will estimate the overall industry growth and apply that factor to Port of Galveston's traffic.

Results from each projection technique will be reviewed, and preliminary composite low, base, and high passenger throughput projections will be made.

Forecasts will also provide scenarios given the anticipated future development of operations to Cuba and other relevant factors.

3.2.7 Workshop

A workshop and presentation will be held to present the cruise market assessment and projections.

3.3 Cruise facility demand

3.3.1 Annual and peak cruise traffic distribution

The Consultant will use the cruise passenger forecasts and develop a target cruise ship size to create an annual calls arrival forecast. This may differ based upon port-of-call or homeport operations.

The Consultant will then create a model for the anticipated distribution of ship arrivals by type and size in order to achieve a program in increments that define the following for the Port of Galveston development. This model will take into account:

- Volumes of passengers
- Size of vessels
- Number of calls
- Seasonality of calls
- Peak month arrival pattern
- Daily arrivals forecast

3.3.2 Cruise terminal and berth demand

The Consultant will generate the following facility demand over the forecast period:

- Number and characteristics of berths
- Number and characteristics of terminals
- Berth utilization (by day)
- Average and maximum passenger throughput at each facility utilized

3.3.3 Annual and peak parking demand

The Consultant will use the cruise passenger forecasts and develop parking demand scenarios which can then be used later to distribute parking demand amongst the Port's different parking facilities.

3.3.4 Terminal, berth and upland requirements

The Consultant will prepare a recommended set of criteria for design and operations and identify and quantify the following critical programmatic requirements:

- Marine
- Gangway requirements
- Terminal
- Ground transportation
- Overall passenger terminal complex issues

3.4 Assessment of existing facilities

The Consultant will review and identify the capacities and limitations of each existing terminal, and defining opportunities for cost effective expansion. In particular:

- The comparison of the projected demand for cruise facilities vs. the port capacity
- The ability to service future business
- Balancing of parking
- Financial feasibility (this will be done using very basic metrics, such as passenger per berth)

3.5 Confirmation of next terminal and future strategies

A global analysis of the port's cruise capacity will then be established and compared to the unconstrained demand forecasts. the Consultant will develop global strategies or policies for discussion, including the confirmation of the next Terminal 3 which is on a fast track for development.

3.6 Workshop

A major policy workshop and presentation will be held to discuss the direction for the alternative development.

3.7 Terminal development alternatives

3.7.1 Global alternatives

the Consultant will prepare a series of alternatives which allocate terminals and areas within the Port or through expansion to meet the demand. the Consultant will establish several preliminary design programs which will include:

- Number and lengths of cruise berths
- Number and capacity of terminals
- Parking
- Access

3.7.2 Alternative comparison

The Consultant will evaluate each option and compare it against a series of criteria which include:

- Port capacity
- Comparative cost
- Implementability
- Security
- Affects on any environmental sensitive areas
- Impact on current operations
- Impact on cruise line agreements
- Traffic impacts

3.7.3 Workshop

A workshop and presentation will be held to discuss the global options and provide final direction. The plan will be to coordinate this workshop with the rest of the work being performed.

3.8 Refined alternatives

Based on evaluations carried out and the comments received during the Workshop, the Consultant will further develop the concepts for the Port including a general phasing based on estimate of future demand.

3.9 Select cruise plan

The Consultant will generate the proposed new cruise plan.

TASK 4 COMMUNITY AND NON-MARITIME USES

As a part of a larger community, the Port provides for enhanced public access to the waterfront and visitor-serving facilities including retail, restaurants, museums, and parks. Plans should address infrastructure needs, operational challenges, land-use recommendations to maximize efficient utilization and take into consideration opportunities for Port tenants to grow and expand their businesses as well as funding strategies that will enable growth.

4.1 Identify non-maritime sites

the Consultant will identify the current properties within the Port that are either not suitable for maritime uses or best suited for community or real estate development

the Consultant will obtain from the port its current land and facility lease rates as well as its policies for the leasing of properties (term, uses, restrictions on subleases or transfer of leasehold rights, etc.)

4.2 Sites evaluation

the Consultant will categorize properties that the port owns into:

- Maritime properties, not suitable for other uses
- Maritime properties which may benefit from trade or logistics development
- Properties not needed for maritime trade

4.3 Recreational demand and best use analysis

the Consultant will obtain data from the City of Galveston to identify the park and open space within the sphere of influence of the Port.

4.4 General real estate market analysis

the Consultant will examine the demographic and economic trends in the region for the purpose of describing the broad dynamics that will influence future development.

In the process of research and analysis we expect to acquire, both indirectly and directly, information that will inform the real estate product-specific analysis. the Consultant will examine historical trends and future projections for a variety of pertinent variables, including:

- Population and employment growth – historical and forecast
- Households by age category and income level – historical and forecast
- Regional industry clusters and key sectors driving growth
- Unemployment rate and labor force trends – historical and forecast
- Home prices, including resale index, median sales prices, and inventory levels
- Retail sales per capita
- Tourism-related statistics: cruise passengers, visitors, tourist tax collections, hotel

financial performance, etc.

The regional data will provide insight into the key drivers of the local economy and future real estate demand.

4.5 Role of the port in providing recreation and open space

The Consultant will use the above data to begin to frame a series of policy directions for the Port as to what its role will be in providing recreational services to the community both in terms of land area, costs, uses, and other relevant indexes.

4.6 Opportunities

The Consultant will use the different policy directions to generate a series of global alternatives for the use of Port lands for recreation and real estate development. The recreation/open space recommendations will be developed in light of the cruise and real estate assessment to ensure that the Port is leveraging the open and recreation space to the greatest degree possible for financial as well as community benefit considerations.

4.7 Community input

The Consultant will use the community survey mechanisms to generate community feedback on the options.

4.8 Alternatives

The Consultant will prepare a series of land use alternatives for the lands identified which may include trading of land uses to rationalize the properties. The alternatives will include the components as related to the Cruise Industry requirements, cargo needs and recreational space alternatives.

We will develop a series of pros and cons for each concept to assist the Port in determining the most appropriate development options.

4.9 Workshop

The Consultant will hold a workshop with the Port and its Board (if requested) to discuss the policy options and alternatives and generate a direction. This may include:

- Budget allocations for this use (as a percentage of gross revenues)
- Land allocation (as a percentage)
- Role of the open space and recreation (public demand, buffer, access to waterfront, incentivizing development, etc.)

TASK 5 CARGO OPERATIONS

5.1 Cargo market, financial performance and baseline metrics

In this task the current conditions of the cargo marine terminals are profiled, including operating profiles, revenue performance, composition of cargo and historical cargo performance

5.1.1 Market analysis of current port activity

This task consists of a detailed assessment of the Port's current and historical markets, profiles of tenant and customer operations, and projected use of facilities in the future. This includes interviews with each cargo tenant, and a review of current markets, carriers served, and factors driving the current cargo levels. This analysis is tenant and terminal specific.

5.1.2 Baseline financial models of cargo tenant operations

Similar to the models developed as part of the 2011 Port of Galveston Terminal Valuation Analysis, the Consultant will develop terminal specific financial models for each cargo operation. This will include revenue and cost models for each cargo terminal/tenant, and will be based on the past five years of historical financial performance. Using this data, cargo specific terminal financial models will be developed. The cost portions of the models will include actual port-incurred operating costs, as well as allocated overhead costs to each marine cargo operation. These models will be key in evaluating future financial feasibility of undertaking specific cargo related projects, and further provide a tool by which alternative financing schemes can be evaluated.

The baseline cash flow analysis will identify revenue shortfalls of the current operations, as well as identify lines of business that are "winners" and "losers" to the Port from a financial perspective. This set of models will be valuable in assisting the Port in allocating future investments in the current business base, as well as satisfying the coverage of deferred maintenance expenses and system preservation capital needs.

5.2 Assess the competitive position of the cargo facilities

The objective of this task is to identify the competitive position of the Port's marine facilities with respect to transportation costs, port facilities, services and terminal operations. The task includes a competitive cost assessment of the Port's marine cargo facilities, an assessment of the competitive rail situation, an analysis of productivity and service factors, an analysis of the Port's competitive position for steamship service, and the Port's position with respect to inland transportation infrastructure.

The results of the analysis are direct inputs into the identification of market potential and facilities and operational needs.

5.3 Identify market opportunities

In this task, the market potential for the Port's marine facilities will be analyzed. The potential market will be analyzed in terms of:

- Identification of potential markets and marketing efforts by the Port of Galveston and current terminal operators and carriers serving the Port as well as other competing ports, including areas of accomplishment and failure;
- Identification of similar cargoes (as those now handled at Port's facilities) that are currently handled at competing ports;
- Identification of growing trade areas, niche markets and carriers serving those trades;
- Identification of break bulk/neo-bulk and bulk shippers/consignees in the cost-effective hinterland using other ports, and carriers calling those ports;
- Identification of carriers calling competing ports, with customers in the Port's cost-effective hinterland; and
- Known land availability opportunities and constraints at other Ports in the market region.

The output of this task is a detailed assessment of the potential markets in which the Port could participate. Potential is defined as the markets in which the Port currently does not participate. The detailed marketing plan resulting from this task will provide a blueprint the Port can follow in participating in the identified potential markets. These markets are direct inputs into the forecasts, as well as into the facility and investment strategies.

5.4 Cargo projections

The forecasting approach combines statistical methods with a detailed analysis of specific commodities and the factors likely to influence them. This approach is more useful than macroeconomic models that forecast U.S. trade at a national level and then allocate cargoes to coastal ranges and individual ports on the basis of historical shares. Furthermore, we have found that the intelligence gathered during the forecasting exercise helps ports to improve their understanding of the factors underlying the markets they serve and also is a valuable input to the planning process.

Total future throughput will be projected under several scenarios as to the likelihood of attracting new break bulk, neo-bulk and bulk commodities that can be served by the existing and expanded services now offered at the Port of Galveston facilities.

5.5 Workshop

A workshop presentation will be held to discuss the cargo forecasts and needs requirements.

5.6 Develop operating profiles of current operations and develop capacity estimates

In this task a baseline conditions report for each of the Ports marine facilities will be

developed. The profile will include an assessment and description of the physical conditions of the terminal and warehouses, including repair/maintenance requirements, surface transportation access, and traffic flows within the terminal and will provide, as needed, information on land use and environmental conditions. The operating characteristics of the terminal will be documented, including stacking requirements, foot print of the stacks, cargo density, dwell time, vessel load/discharge productivity, truck/rail loading or unloading productivity, and annual throughput.

Based on these terminal profiles, theoretical maximum capacity thresholds will be determined for each shed, open storage area, and bulk storage area. Current constraints to operations will then be identified and documented, and structural (i.e., new building, new bulk terminal, expanded acreage for autos) versus nonstructural (reduced dwell times, longer operating hours) capacity relief solutions will be examined. Constraints will also include a description of water depth and environmental, land use and shoreline issues. The need for additional land will also be assessed including using accessible information to determine potential land availability and opportunities and constraints.

5.7 Compare projected activity with existing capacity

The purpose of this task will be to identify what type of terminal development(s) will be required to accommodate future potential throughput and to identify potential land use and environmental considerations. The future market projections (by commodity/handling type) will be combined with the results of the marine cargo facilities analyses to identify the future terminal requirements. The focus of this analysis will be to identify cargo terminal requirements to accommodate the minimum and maximum future market potential requirements. To assess these requirements, the minimum projected annual throughput, by commodity handling type, will be compared to the relevant terminal throughput capacity.

To the extent that constraints appear likely, we will identify where such constraints exist (e.g., berth congestion, crane capacity, temperature controlled warehouse space, back-up acreage, gate, etc.) and recommend solutions to relieving the constraints. These solutions will include structural solutions, such as building a new berth, land acquisition, as well as nonstructural solutions, such as increasing the number of hours worked per ship, reconfiguring the storage system, dual use terminals, or increasing the ratio of stacked to wheeled container operations.

5.8 Cargo terminal demand

The Consultant will convert the cargo forecasts by type of commodity into vessel calls to assess berth needs and associated facilities required based on the current operating profiles - covered storage vs. open storage, water depth, shed characteristics (clear span warehouses, refrigeration), cargo dwell times, cranes (heavy lift, container cranes, etc.), specialized facilities and yard handling equipment.

5.9 Global cargo facilities alternatives

Depending on the strategic directions chosen in the above tasks the Consultant will prepare a series of alternatives which allocate areas within the Port or in expansion areas for the following uses:

- Cargo
- Rail
- Barge Rail
- Support
- Roadway
- Multimodal

A listing of potential facility improvement projects will be developed and future terminal improvement plans will be prepared for each terminal facility. These projects will range from short term to long term facility needs, correlated to cargo market growths. Conceptual development costs for each project will be identified.

5.10 Alternative comparison

The Consultant will develop global evaluation matrix for each option and compare it against a series of criteria which include:

- Port capacity
- Terminal capacity
- Comparative cost
- Implementability
- Security
- Environmental impacts
- Impact on current operations
- Traffic impacts

5.11 Direction

As a result of the analysis a direction will be chosen as to the major drivers for the alternatives, which include allocation of land and berths to the different uses and the target level of cargo and cruise traffic.

5.12 Financial evaluation by cargo type

In this task, the financial implications of the cargo business development plan will be estimated. The cash flow models developed for each cargo terminal/tenant to measure the revenue generating potential of the current business base will be key in this task. Cargo projections will be used as inputs into each model to determine the projected cash flow position of the Port in the absence of the new market opportunities.

A second set of models will be developed to estimate the projected cash flow of the identified potential market opportunities identified in the analysis, along with the cost

estimates of market driven facilities needs as well as future capital needs in terms of operating costs, equipment replacement, deferred maintenance, etc. The results of these models will provide a method to rank future cargo projects in terms of potential financial return.

These models will be also be useful in deriving an enterprise value of the terminal operations, which can be used in the development of new leases or the formulation of a concession agreement. The models can be used to assess strategies regarding the leasing of the entire terminal operations to one operator, or the development of multiple leases. This type of analysis will provide the Port with a structure to evaluate future cargo operating strategies as the Port moves forward.

TASK 6 FINANCIAL PLAN

6.1 Competitive tariffs

The Consultant will assemble and prepare the following information:

- Port of Galveston current tariff structure levels and discounting
- An analysis of comparable tariff structures charged for cargo, ro/ro operations in the region; and,
- An analysis of the potential tariffs that could be collected.

6.2 Review of current long-term port agreements

Current Port Tenant Agreements will be reviewed from a financial perspective as they relate to the long-term business strategies to determine guarantees and tariff limitations. Where possible the terms of the agreement will be built into the financial model.

6.3 Financial model

The Consultant will build an integrated financial model that will be capable of illustrating the financial results of Port of Galveston, as well as assess the viability of individual capital projects. The model will be capable of assessing various scenarios, based on variations in key variables such as cruise, ro/ro and cargo throughput, tariff variations and other revenues and cost line items.

The model will produce a full set of pro forma financial statements for each scenario. The model will be written in MS Excel.

Based on the cargo, and ro/ro long-term forecasts, we will prepare a first draft of the revenue and expense forecasts by year. the Consultant will review its findings with Port of Galveston and make appropriate adjustments. There may also be the need to run different scenarios to obtain a sensitivity analysis to certain parameters, such as passenger volumes, cargo type throughput, tariffs, cost structures, management structures and others. These forecasts will be prepared with other uses independently evaluated, thus allowing for the ability to look at different long-term development options.

The output of the model will include:

- Profit and loss statement
- Excess revenues available for financing
- Yields of each use either by lineal feet of berth or acres of land
- Financial ratios
- Ratio analyses

6.4 Revenues available for financing

Based on the forecasts the Consultant will calculate how and if there are excess revenues

available for facility financing and improvements.

We will review the various options open to Port of Galveston with respect to its port agreements, grants, or other revenue sources that can be used to program the capital program

6.5 Revenue Opportunities

Operational revenues for the Port and private industries are important to implementing the recommendations in this plan. A strategy shall be developed to increase revenues and provide enhanced opportunities for the Port to reinvest in development. The strategy shall also address financial incentive programs that will enhance private development. The analysis shall cover the full range of revenue strategies available and provide recommendations for the most viable strategies.

6.6 Local, State and Federal Programs

The plan will identify and characterize local, state and federal funding programs that may be available to help the Port make needed improvements.

6.7 Opportunities for public/private partnerships (P3)

The plan will identify how the port can partner to accelerate development, bring in new opportunities, and reduce risks through P3 partnerships. The plan will inform by providing a review of how public/private partnerships have been used in similar situations and how the Port could implement these partnerships.

6.8 Workshop

The Consultant will hold a workshop to present the findings of the financial model and reconcile against the draft master plan.

TASK 7 COMMUNICATIONS / COMMUNITY INVOLVEMENT

7.1 Outreach strategy formulation

The Consultant and Port of Galveston will design an outreach plan for the project. Stakeholder outreach is an essential component of the SMP. A successful outreach effort, conducted using both one-on-one and group meetings will help correctly identify strengths, weaknesses, opportunities and threats facing the Port over the long-term, allow for the exploration and selection of Port development directions and projects and increase the prospect of tenant, community and stakeholder acceptance of the overall Plan.

The outreach will focus on the overall community and the Port community. A list of companies, individuals and entities that may be contacted and involved in the effort will be identified. This outreach may be divided between users of the port, allied business groups, community groups, Government groups and service groups. These might be further divided into categories such as:

- Cargo
- Port tenants
- Port service providers
- Federal agencies
- City of Galveston
- State agencies
- Community groups; and Orlando based groups
- Environmental groups
- Interested individuals
- Neighbors

Contacts will only be made once a strategy has been established and approved by Port of Galveston.

7.2 Initial outreach

The Consultant will execute an initial "reach-out" at the beginning of the process with those entities agreed on by the Port for the purpose of:

- Initial introduction and establishing the Master Planning Process
- Obtaining levels of interest to participate
- Obtaining an initial list of concerns and or opportunities
- Identifying the audiences

7.3 Open house / on-line surveys

The Consultant will organize an "open house" public meeting to obtain comments from the public. the Consultant will also organize an on-line survey to obtain feedback from the public and others that cannot attend the meetings.

The Consultant will prepare a report outlining the findings of all of the outreach efforts that may be usable for the Port in further deliberations

7.4 Final communications

The Consultant will organize a final communications strategy for the dissemination of the Master Plan using the Port's web site. Among the items that may be executed include:

- PowerPoint presentation
- Video (as an additional fee)
- Written executive summary

The Consultant will participate in up to 10 community / individual meetings.

TASK 8 FINAL MASTER PLAN

8.1 Detailed alternatives

Based on the results of the workshops and subsequent meetings, the Consultant will prepare detailed integrated alternatives based on the program and locations chosen from the cruise, cargo, real estate and recreation alternatives above.

8.2 Budgets

Preliminary budget estimates of construction costs for each alternative will be developed.

8.3 Alternative comparison

The Consultant will develop global evaluation matrix for each option and compare it against a series of criteria

8.4 Environmental evaluation

Without conducting an EA or EIS, the plan will identify the issues associated with the implementation of the plan and define an implementation strategy, costs and other important issues.

8.5 Reconciliation of financial and capital phasing plan

The Consultant will take the results from the financial workshop and adjust the capital phasing program to reflect the conclusions reached.

8.6 Workshop

The Consultant will hold a planning workshop to agree on a direction.

8.7 Preliminary cost estimates

The Consultant will prepare preliminary cost estimates associated with the general concepts. Estimates will include a breakdown of preliminary project costs associated with building, site, roadway, marine infrastructure demolition and removal (if required); property acquisition (if required); marine construction; site preparation and utilities improvements; building construction; landscaping; roadway, marshalling, and apron areas; parking facilities; and other ancillary facilities contemplated under the project's general program assumptions.

Cost estimates will reflect construction standards, materials and labor costs applicable to the Port of Galveston area construction market.

8.8 Phasing plan

The Consultant will prepare phasing plan options to meet dates set forth by Port.

8.9 Traffic and circulation

The plan will provide for a traffic and circulation strategy including:

- Review alternatives for traffic impacts
- Develop a generic traffic model to identify areas where there might be issues
- Generate solutions for transportation issues
- Develop an overall transportation plan (high end)

8.10 Economic impacts of alternatives

Using the economic impact by Martin Associates for the Port of Galveston in 2015, the Consultant will enter the maritime cargo projections associated with current and potential markets and construction related investments into the economic impact model developed for the Port to estimate the future annual economic impacts projected as well as capital development projects required.

The cargo economic impact model can also be used to "sell" the business development plan to local and state governments and to lobby for funding assistance.

Martin Associates has also developed a cruise impact model for the Port of Galveston, which can be used to assess future cruise development and projects at the Port.

The plan will be flexible by design, to adjust to changing market dynamics, and will provide a path forward that will minimize the conflicts between short term decisions and the overall long-term development plan.

8.11 Impact of climate change

Without undertaking scientific studies, we will review the impact that sea-level rise can have on Galveston. Particularly the Consultant will review the current berth and land elevations and determine possible actions that the Port may take in future capital programs to mitigate any such events.

8.12 Final Draft Report preparation and presentation

A draft master plan will be prepared and presented to the Port. This final plan will include all previous project work, namely: existing facilities conditions analysis, cargo and cruise line and vessel needs, alternative development concept(s); the final recommended plan, associated phasing, and capital improvement schedules will also be incorporated into the document.

Based on Port review, the Plan will be accordingly updated and revised into a final draft version and final presentation of all Plan materials.

8.13 Master Plan document

The Consultant will prepare the final Master Plan that will include the following sections:

- Executive summary (also produced to serve as a stand-alone document)
- Vision, goals and objectives
- Current conditions
- Future market demands
- Land uses
- Alternatives
- Selected Plan
- Phasing plan
- Financial plan
- Implementation strategies

8.14 Final presentations

The Consultant will print up to 20 copies of the plan and Executive Summary and prepare a presentation for the Board to consider.

	
Bermello, Ajamil & Partners Port of Galveston SMP V2.3.06.14.18 Date: 6/14/2018	
Summary of fees	

Phase	Labor Fee	Direct Fee Items	Phase Total
TASK 1 - PROJECT COMMENCEMENT	\$66,170	Port of Task 3	\$66,170
TASK 2 - INFRASTRUCTURE ASSESSMENT	\$69,829		\$72,909
TASK 3 - CRUISE OPERATIONS	\$134,470	\$3,080	\$137,550
TASK 4 - COMMUNITY AND NON-MARITIME USES	\$69,920	\$1,540	\$71,460
TASK 5 - CARGO OPERATIONS	\$228,980	\$3,080	\$232,060
TASK 6 - FINANCIAL PLAN	\$41,150	\$1,540	\$42,690
TASK 7 - COMMUNICATIONS / COMMUNITY INPUT	\$38,200	\$2,310	\$40,510
TASK 8 - FINAL MASTER PLAN	\$131,684	\$4,620	\$136,304
Totals	\$780,403	\$19,250	\$799,653

Additional Services (not included - at the discretion of the port)	
Renderings (10)	\$20,000
Video	\$25,000
Web site	\$5,000

EXHIBIT B
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF
GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING
PORT MASTER PLAN

The Industrial Development Corporation of the City of Galveston hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the IDC has adopted, as a project the following:

The IDC will a Port Master Plan. The estimated cost for the proposed Port Master Plan project is **\$150,000.00 plus legal and administrative costs** paid from the Industrial Development Corporation of the City of Galveston.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on July 10th, 2018, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE BOARD OF TRUSTEES OF THE GALVESTON WHARVES
AND
THE INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON, TEXAS**

This Agreement is entered into this 25th day of April, 2018, by and between the Board of Trustees of the Galveston Wharves, a separate utility of the City of Galveston, also known as the Port of Galveston (the "PORT") and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, 504 and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501, 504 and 505 of the Act; and

WHEREAS, the PORT has applied for a grant from the IDC for a Master Plan for the PORT; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PORT and the IDC agree as follows:

**ARTICLE I.
IDC'S OBLIGATIONS**

A. Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PORT as follows:

The IDC agrees to pay to the PORT One Hundred Fifty Thousand Dollars (\$150,000.00) for the following activities to be performed within the City of Galveston, Texas:

Development of a Master Plan for the Port project in accordance with the application attached hereto as Exhibit A and incorporated herein for all purposes.

B. The IDC will request a full accounting of the funds expended on the "PORT MASTER PLAN" project no later than sixty (60) days after completion of "PORT MASTER PLAN" project. If, after completion of the "PORT MASTER PLAN" project there are funds remaining and/or savings from "PORT MASTER PLAN" project and received from IDC, PORT shall return such funds to the IDC to be returned to the budget line item from which the funds were taken.

ARTICLE II. PORT'S OBLIGATIONS

A. Following the execution of this Agreement, the PORT shall begin efforts to implement the activities described in Article I of this Agreement. The development of the Port Master Plan project shall be completed within 24 months. The PORT's failure to complete the development of the Port Master Plan project within 24 months will constitute a breach of the Agreement and result in immediate termination of this agreement with no opportunity to cure. The failure by the PORT to develop and implement the activities described in Article I of this Agreement shall constitute a breach of this Agreement. The PORT understands and agrees that, in the event termination of this Agreement by PORT, or pursuant to Article V of this Agreement, the PORT shall reimburse the IDC the full amount of money paid by the IDC to the PORT.

B. In accordance with Chapter 2264 of the Texas Government Code, the PORT agrees not to knowingly employ any undocumented workers. During the term of this Agreement, the PORT shall notify the IDC of any complaint brought against PORT

alleging that it has employed undocumented workers. If the PORT, or any branch, division or department of the PORT is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PORT to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PORT of the violation. The PORT shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the PORT contracts. The PORT shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PORT shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the PORT. The PORT's failure to comply with this provision will constitute a breach of the Agreement.

D. Upon completion of the "PORT MASTER PLAN" project, but no later than sixty (60) days after, PORT will furnish the IDC with a full accounting of the funds expended on the "PORT MASTER PLAN" project. If, after completion of the "PORT MASTER PLAN" project there are funds remaining and/or savings from the "PORT MASTER PLAN" project, PORT shall return such funds to the IDC within thirty (30) days of IDC's acceptance of the full accounting.

E. At the conclusion of the "PORT MASTER PLAN" project the PORT will provide the IDC with an accounting of all monies spent on the "PORT MASTER PLAN" project. All monies not spent directly on the "PORT MASTER PLAN" project shall be returned to IDC. PORT will make an accounting of all expenses expended pursuant to this Agreement.

F. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

ARTICLE III. PORT'S REPRESENTATIONS AND WARRANTIES

- A. The PORT represents and warrants, as of the date hereof, that:
1. the PORT is a local governmental entity of the State of Texas;
 2. execution of this Agreement has been duly authorized by the PORT and this Agreement is not in contravention of the PORT's governing authority or any agreement or instrument to which the PORT is a party or by which it may be bound as of the date hereof;
 3. no litigation or governmental proceeding is pending or, threatened against or affecting the PORT that may result in a material adverse change in the PORT's business, properties, or operations sufficient to jeopardize the PORT's legal existence; and

4. no written application, written statement, or correspondence submitted by the PORT to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PORT agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

B. Except as expressly set forth in this Article III, the PORT makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV. IDC'S REPRESENTATIONS AND WARRANTIES

A. The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V. REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the PORT is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by

the PORT in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI. GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is

governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

City Manager
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

For the PORT:

Port Director
Port of Galveston
P. O. Box 328
Galveston, Texas 77553

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PORT or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) completion of the design construction of BUDM PORT MASTER PLAN; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article V hereof; (iv) at the PORT's sole and absolute discretion upon the PORT's return of all grant funding to the IDC that it has received under this Agreement; or (v) upon the PORT's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PORT under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be

deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

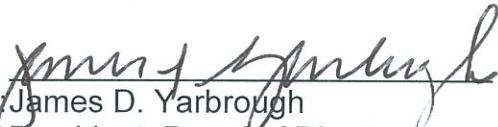
K Public Information. Information provided by or on behalf of the PORT under or pursuant to this Agreement that the PORT considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PORT shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the BOARD OF TRUSTEES OF THE GALVESTON WHARVES acting through its duly authorized official.

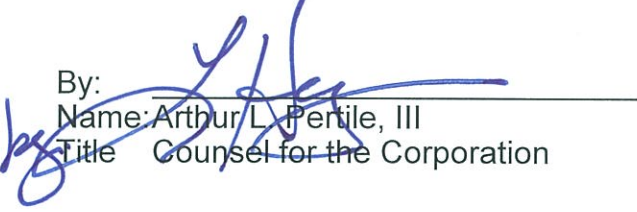
**CITY OF GALVESTON, TEXAS,
INDUSTRIAL DEVELOPMENT
CORPORATION**

By: 
Name: James D. Yarbrough
Title: President, Board of Directors
Date: 4-25-2018

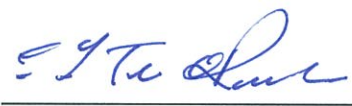
ATTEST:

By: 
Name: Carolyn Sunseri
Title: Secretary, Board of Directors

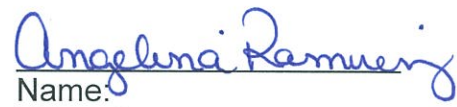
APPROVED AS TO FORM:

By: 
Name: Arthur L. Pentile, III
Title: Counsel for the Corporation

**BOARD OF TRUSTEES OF THE
GALVESTON WHARVES**

By: 
Name: _____
Title: President
Date: 4-25-2018

ATTEST:

By: 
Name: _____
Title: Secretary

APPROVED AS TO FORM:

By: 
Name: _____
Title: Counsel for the Board of Trustees



EXHIBIT "A"
APPLICATION FOR FUNDING



• 123 25th Street, 8th Floor, Galveston, Texas 77550
• P.O. Box 328, Galveston, Texas 77553
• Galveston (409) 765-9321 • Houston (281) 286-2484
• Fax (409) 766-6171 • <http://www.portofgalveston.com>

**BOARD OF TRUSTEES OF
THE GALVESTON WHARVES**

Benjamin F. Holland, Jr., Chairman Emeritus
E. L. "Ted" O'Rourke, Chairman
Albert P. Shannon, Vice Chairman
Leigh Elizabeth Beeton, Trustee
Richard DeVries, Trustee
Jayson L. Levy, Trustee
Todd P. Sullivan, Trustee
Mayor James D. Yarbrough, Trustee

PORT DIRECTOR/CEO

Rodger Rees

March 23, 2018

President
Industrial Development Corporation of the City of Galveston
P.O. Box 779
Galveston, Texas 77553

Subject: Request for IDC funding in support of Port infrastructure assessment

I. Background

A. The Port of Galveston is requesting support from the Industrial Development Corporation to help with the costs of a Port infrastructure assessment project. The results of the project will enable Port staff to better prioritize Port infrastructure projects and support development of a Port master plan. The total budgeted cost of the project is \$350,000. The Port is requesting \$150,000 in IDC funding (50% of the budgeted project cost). The Port will contribute \$150,000 (50% of the budgeted project cost).

B. Port staff is in the process of developing a long term master plan. As part of this process, the Port desires to hire one or more independent engineers to complete an assessment of the conditions of the existing infrastructure. The infrastructure assessment will include a survey of key Port piers and wharves and related engineering report. The assessment will help identify areas that need repair or improvement, categorize the condition of Port wharves and berths and provide a rough-order-of-magnitude estimate on the cost of repairs or renovations. The results of the assessment will help refine priorities in the Port's capital improvement plan and support development of the Port Master Plan.

II. Current Situation and Project Plan

A. Need and reason for requested action. This is an assessment of the condition of existing facilities in the Port. Once the assessment is completed, the Port will move forward with the development of a master plan.

B. Ongoing operational costs. Not applicable.

C. Project timeline. The table below identifies the timeline. Port staff have begun work on the request for qualifications, the first step in selecting qualified engineering firms to provide the requested services. However, we have not completed the RFQ.

Milestone	Start date	End date
Develop RFQ	January 2018	May 2018
Award contracts for assessment	July 2018	July 2018
Conduct assessments	August 2018	October 2018
Receive assessment reports	October 2018	November 2018
Project closeout	June 2018	July 2018

III. Alternatives to the proposed project in order of priority

A. Alternative One: Provide IDC funding to cover a greater (or lesser) percentage of the project cost

1. Cost – IDC cost could range up to \$300,000
2. Timing – Similar time line
3. Details -

B. Alternative Two: Deny IDC funding for the requested project

1. Cost - NONE
2. Timing -
3. Details -

IV. Environmental Impact

The project will not result in any environmental impacts.

V. Fiscal Impact Report

Requested by: Port of Galveston, Rodger Rees, Port Director / CEO

Cost: \$300,000 (Budget)

Funding Sources: Port Funds: \$150,000

Requested IDC Funding: \$150,000

VI. Recommendation

Approve the Port of Galveston's request for funding in the amount of \$150,000 to cover a portion of the costs of an infrastructure assessment project.

Sincerely,



Rodger Rees
Port Director/CEO

Encl: (1) Application for funding
(2) Project information narrative

Galveston Industrial Development Corporation

Application for Funding

Introduction

Certain types of investments, which result in the creation of primary jobs, retention of existing jobs, new income, expanded tax base and other positive economic growth and economic stabilization efforts are beneficial to the City of Galveston as a whole. This application form has been created to assist the Galveston Industrial Development Corporation (IDC) in evaluating potential projects for possible funding from the IDC.

Economic Development Corporations Overview

The Development Corporation Act of 1979 gives cities the ability to finance new and expanded business enterprises in their local communities through economic development corporations (EDCs). Chapters 501, 504, and 505 of the Local Government Code outline the characteristics of Type A and Type B EDCs, authorize cities to adopt a sales tax to fund the corporations and define projects EDCs are allowed to undertake.

Primary Jobs Requirement - The main requirement is that the businesses bring new money into the community. In 2003, the Legislature voted to require that certain projects create or retain primary jobs. A primary job is one at a company that exports a majority of its products or services to markets outside the local region, infusing new dollars into the local economy. Primary jobs are further limited to specific industry sectors such as agriculture, mining, manufacturing and scientific research and development. Those industry limitations can be found in Local Government Code, Chapter 501.

Performance Agreements - EDCs cannot simply gift sales tax proceeds to businesses and/or projects. An EDC must enter into a written performance agreement with any business or project enterprise that it funds directly or makes expenditures to that benefit an eligible project. At a minimum, the performance agreement must contain:

- a schedule of additional payroll or jobs to be created or retained;
- the capital investment to be made by the business or project enterprise; and
- the terms for repayment of the EDC's investment if the business or project fails to meet the performance requirements specified in the agreement.

Public Information

The City and IDC are subject to the Texas Public Information Act (Act). The Act provides that all information in their (City/IDC) possession is open to public inspection unless it falls within certain narrowly-defined exceptions. Information which is provided as a part of this application process will be subject to public disclosure unless an exception is found to apply to the information and the applicability of the exception is determined in accordance with the Act.

Approval Process for IDC Funding

Preliminary approval by the IDC is mandated to comply with State regulations on the usage of Type B (4B) Sales Tax for Economic Development corporations requiring a 60-day public notice period prior to any final approvals being granted.

After approval by the IDC and compliance of the 60-day public notice period, the IDC will conduct a public hearing at the next regularly scheduled meeting of the IDC for final consideration of the project. Following IDC approval the project is then required to be approved by the Galveston City Council during the next scheduled meeting of the City Council following IDC approval. Final authority rests in the execution of a Performance Agreement between the prospective applicant and the IDC.

No Officer, Director, Official, Agent or Employee of the City or the IDC has authority to make any binding commitment for a particular project other than through compliance with the approval process described above.

Applicant Information:

Company Name: Board of Trustees of the Galveston Wharves Address: _____

Phone: 409-765-9321

Fax: 409-766-6171

Name of Contact: Rodger Rees

Contact Address (if different from above) 123 Rosenberg Ave 8th Floor

City: Galveston

State: TX

Zip: 77550

Phone: 409-766-6101

Fax: 409-766-6171

Email Address: rrees@portofgalveston.com

Amount of Request from IDC: \$ 150,000

Brief Project Description: Assessment of the conditions of existing Port owned structures as part of the Port's Master Plan

Proposed Funding from the Following IDC Category:

Beaches Infrastructure X Economic Development Parks

Economic Impact:

Please provide a brief summary of the benefits to be created as a result of the proposed project:

This project is an integral step in the development of a long term master plan for future and ongoing development of the Port of Galveston.

<u>Project Budget</u>	<u>Applicant</u>	<u>I D C</u>	<u>TOTAL</u>
Land	\$ _____	\$ _____	\$ _____
Building (Describe new, modernization, etc)	\$ _____	\$ _____	\$ _____

Furniture/Fixtures/Equipment	\$ _____	\$ _____	\$ _____
Other (Describe) _____	\$150,000	\$150,000	\$300,000
TOTAL	<u>\$150,000</u>	<u>\$150,000</u>	<u>\$300,000</u>

Please describe any other sources of revenue that will be used for this project. Include terms of use or types of funding:

Existing Port funds \$150,000, Requested IDC funds \$150,000

OTHER ASSISTANCE:

Has this applicant ever filed for bankruptcy protection under Chapters 7 or 11 of the Federal Bankruptcy Statutes?: (Yes / No) **NO**

If yes, please describe: _____

Has your company/organization applied for any State or Federal assistance on this specific project? (Yes / No) **No**

If yes, please describe: _____

Has your company/organization ever applied for and either received or been denied financial assistance from any other municipality in the State of Texas? (Yes / No) **No**

If yes, explain: _____

Is your company currently engaged in evaluating other communities for this project? (Yes / No)

If yes,
explain: **No**

PROJECT INFORMATION: (please address the following factors in a narrative to be attached to this application)

Project Narrative

➤ Brief overview of the nature of this project;

- Brief history on the company and its' future plans
- Narrative on why Galveston is a good location for this project/market demand

Employment Impact

- Total number of full time equivalent jobs brought to Galveston;
- Types of jobs created
- Total annual payroll

Fiscal Impact

- Total real and personal property value to be added to the tax rolls
- Anticipated direct sales tax generated at one percent (1%) of taxable sales
- Other revenues generated for the city: franchise payments, occupancy taxes, utility revenues, etc
- City infrastructure construction required
- Projected total annual operating budget of the facility

Community Impact

- The expected effect the project have on the local housing market
- The expected environmental impact, if any, created by the project
- The compatibility of the project with the City's comprehensive plan

Competitive Impact

- The effect the project would have on existing businesses in Galveston
- A list of the types of products or services to be sold by the applicant which are currently sold by existing Galveston merchants
- A list of specific businesses seen as direct competitors to the applicant

To the best of my knowledge, the aforementioned information is an accurate description of the proposed project details.

Signature: _____

Name: _____

Title: _____

Date: _____

Rodger Rees PD/CEO
RODGER REES
PART DIRECTOR / CEO
MARCH 23, 2018

Project Narrative
to accompany the application of
The Port of Galveston
for IDC funding in support of
An assessment of the condition of existing Port facilities in anticipation of
development of a Port master plan

Project Narrative.

The Port of Galveston is requesting support from the Industrial Development Corporation to help with the costs of conducting an assessment of the condition of existing Port facilities in support of the development of a Port master plan. The total budgeted cost of the project is \$350,000. The Port is requesting \$150,000 in IDC funding (50% of the budgeted project cost). The Port will contribute \$150,000 (50% of the budgeted project cost).

IDC funding will support the hiring of engineering firms who will conduct field inspections of critical sections of the Port's waterfront infrastructure. The firms will produce a follow-on report that will categorize the condition of each section and quantify the anticipated repair expenses, if any, necessary to restore the section to full operating condition.

Employment Impact.

The project is not anticipated to generate any full time equivalent jobs in Galveston.

Fiscal Impact.

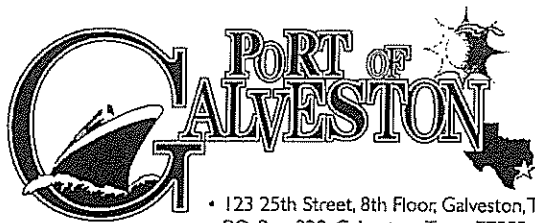
The project is not anticipated to generate any direct fiscal impacts in Galveston. The project will, however, generate infrastructure improvement projects (repairs and or replacement involving substantial construction activity) which will generate as yet undetermined fiscal and economic impacts.

Community Impact.

The project is not expected to have an effect on the community.

Competitive Impact.

The project may generate work for local businesses. The Port will conduct a full-and-open competition to identify and award contracts to qualified engineering firms. Port staff is aware of several local firms that may be interested in the infrastructure assessments.



• 123 25th Street, 8th Floor, Galveston, Texas 77550
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• Fax (409) 766-6171 • <http://www.portofgalveston.com>

BOARD OF TRUSTEES OF
THE GALVESTON WHARVES
Benjamin F. Holland, Jr., Chairman Emeritus
E. L. "Ted" O'Rourke, Chairman
Albert P. Shannon, Vice Chairman
Leigh Elizabeth Beeton, Trustee
Richard DeVries, Trustee
Jayson L. Levy, Trustee
Todd P. Sullivan, Trustee
Mayor James D. Yarbrough, Trustee

PORT DIRECTOR/CEO
Rodger Rees

March 23, 2018

President
Industrial Development Corporation of the City of Galveston
P.O. Box 779
Galveston, Texas 77553

Subject: Request for IDC funding in support of modifications of and improvements to Cruise Terminal 1 complex to accommodate *Carnival Vista* and similar-sized cruise ships

I. Background

A. The Port of Galveston is requesting support from the Industrial Development Corporation to help with the costs of improvements to the Cruise Terminal 1 complex. The improvements will enable the Port to accommodate the *Carnival Vista* (Carnival's newest cruise ship). The total budgeted cost of the project is \$3,978,769. The Port is requesting \$995,000 in IDC funding (approximately 25% of the budgeted project cost). The Port will contribute \$2,983,769 (75% of the budgeted project cost).

B. The Port was successful in gaining a commitment from Carnival Cruise lines to bring their newest ship, the *Carnival Vista*, to Galveston in 2018. As part of the agreement, Carnival also extended their commitment to homeporting vessels in Galveston through December 31, 2025. In turn, the Port committed to making certain water side improvements to mooring structures and the wharf deck at the Cruise Terminal 1 complex. The Port also agreed to make modifications to the terminal building. The modifications are necessary because the *Carnival Vista* is larger and longer than any of the ships which currently call at the terminal.

C. Galveston is the nation's fourth largest cruise home port. Since 2007 embarkations have grown 79%, reaching 937,198 in 2017. In 2018, the Port expects that approximately 955,000 passengers will take cruises out of Galveston. In 2016, the latest year for which economic impact statistics are available, cruise activity generated \$58.4 million in local on-shore spending by passengers and an additional \$19.1 million in services provided at the Port.¹ The project at Cruise Terminal 1 is critical to helping Galveston maintain its current position as the nation's fourth largest cruise home port. It also helps position the Port for continued growth in the cruise industry.

¹ Galveston Island Park Board of Trustees 2016 – 2017 Annual Report

II. Current Situation and Project Plan

A. Need and reason for requested action. IDC funding will support three key improvements to the Cruise Terminal 1 complex. First, the funds will be used to improve the moorings. *Carnival Vista*, and the newest class of vessels operated by Carnival and other cruise lines, are longer and larger than the ships currently calling in Galveston. Therefore, the Port must add an additional mooring platform and upgrade the mooring bollards to accommodate these larger ships. Second, the funds will be used to improve the surface of the existing wharf. The wharf deck requires renovations to accommodate larger vessels including removal of an unused water station that obstructs loading doors on vessels, stabilization of sections of deck that have subsided and interfere with fork lift operations and refurbishment of areas of the deck that have deteriorated due to normal wear and tear. Third, the funds will be used to expand the section of the Cruise Terminal 1 building that connects the passenger waiting area to the passenger loading bridge. Expansion of this area is necessary because the newest cruise ships are longer than the ones currently calling in Galveston.

B. Ongoing operational costs. This request seeks funds to upgrade existing facilities. The upgrade should not result in any additional operational costs.

C. Project timeline. The table below identifies the project timeline. All engineering work is complete. All procurement-related activity is complete. Work on the mooring improvements and building renovations has begun. Work on the wharf deck renovations is projected to begin in early April.

Milestone	Start date	End date
Engineering – moorings	December 2017	January 2018
Engineering – wharf work	January 2018	March 2018
Engineering – building	January 2018	March 2018
Construction – moorings	March 2018	June 2018
Construction – wharf	April 2018	May 2018
Construction – building	March 2018	May 2018
Project closeout	June 2018	July 2018
<i>Carnival Vista</i> arrival	September 23, 2018	

III. Alternatives to the proposed project in order of priority

A. Alternative One: Not make terminal improvements and forfeit opportunity to accommodate newest class of cruise ships.

1. Cost -
2. Timing -

3. Details -

B. Alternative Two: None

1. Cost -
2. Timing -
3. Details -

IV. Environmental Impact

Based on the location and methods of construction, no environmental impacts are expected. The Port's channel (and channel-side facilities) development consultant worked with representatives from the local Corps of Engineers district to ensure that the project met applicable Federal and state guidelines. They determined that the proposed work is covered under a nationwide permit program.

V. Fiscal Impact Report

Requested by: Port of Galveston, Rodger Rees, Port Director / CEO

Cost: \$3,978,769 (Budget)

Funding Sources:	Port Funds:	\$2,983,769
	Requested IDC Funding:	\$995,000

VI. Recommendation

Approve the Port of Galveston's request for funding in the amount of \$995,000 to cover a portion of the costs of modifications of and improvements to the Cruise Terminal 1 complex to accommodate *Carnival Vista* and similar-sized cruise ships.

Sincerely,

Handwritten signature of Rodger Rees in black ink, followed by the text "PD/CEO".

Rodger Rees
Port Director/CEO

Encl: (1) Application for funding
(2) Project information narrative

Galveston Industrial Development Corporation

Application for Funding

Introduction

Certain types of investments, which result in the creation of primary jobs, retention of existing jobs, new income, expanded tax base and other positive economic growth and economic stabilization efforts are beneficial to the City of Galveston as a whole. This application form has been created to assist the Galveston Industrial Development Corporation (IDC) in evaluating potential projects for possible funding from the IDC.

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The Development Corporation Act of 1979 gives cities the ability to finance new and expanded business enterprises in their local communities through economic development corporations (EDCs). Chapters 501, 504, and 505 of the Local Government Code outline the characteristics of Type A and Type B EDCs, authorize cities to adopt a sales tax to fund the corporations and define projects EDCs are allowed to undertake.

Primary Jobs Requirement - The main requirement is that the businesses bring new money into the community. In 2003, the Legislature voted to require that certain projects create or retain primary jobs. A primary job is one at a company that exports a majority of its products or services to markets outside the local region, infusing new dollars into the local economy. Primary jobs are further limited to specific industry sectors such as agriculture, mining, manufacturing and scientific research and development. Those industry limitations can be found in Local Government Code, Chapter 501.

Performance Agreements - EDCs cannot simply gift sales tax proceeds to businesses and/or projects. An EDC must enter into a written performance agreement with any business or project enterprise that it funds directly or makes expenditures to that benefit an eligible project. At a minimum, the performance agreement must contain:

- a schedule of additional payroll or jobs to be created or retained;
- the capital investment to be made by the business or project enterprise; and
- the terms for repayment of the EDC's investment if the business or project fails to meet the performance requirements specified in the agreement.

Public Information

The City and IDC are subject to the Texas Public Information Act (Act). The Act provides that all information in their (City/IDC) possession is open to public inspection unless it falls within certain narrowly-defined exceptions. Information which is provided as a part of this application process will be subject to public disclosure unless an exception is found to apply to the information and the applicability of the exception is determined in accordance with the Act.

Approval Process for IDC Funding

Preliminary approval by the IDC is mandated to comply with State regulations on the usage of Type B (4B) Sales Tax for Economic Development corporations requiring a 60-day public notice period prior to any final approvals being granted.

After approval by the IDC and compliance of the 60-day public notice period, the IDC will conduct a public hearing at the next regularly scheduled meeting of the IDC for final consideration of the project. Following IDC approval the project is then required to be approved by the Galveston City Council during the next scheduled meeting of the City Council following IDC approval. Final authority rests in the execution of a Performance Agreement between the prospective applicant and the IDC.

No Officer, Director, Official, Agent or Employee of the City or the IDC has authority to make any binding commitment for a particular project other than through compliance with the approval process described above.

Applicant Information:

Company Name: Board of Trustees of the Galveston Wharves Address: _____

Phone: 409-765-9321

Fax: 409-766-6171

Name of Contact: Rodger Rees

Contact Address (if different from above) 123 Rosenberg Ave 8th Floor

City: Galveston State: TX Zip: 77550

Phone: 409-766-6101 Fax: 409-766-6171

Email Address: rrees@portofgalveston.com

=====
Amount of Request from IDC: \$ 995,000

=====
Brief Project Description: Modifications and improvements to Cruise Terminal 1 to accommodate the Carnival Vista and similar class cruise ships

Proposed Funding from the Following IDC Category:

Beaches Infrastructure ~~X~~ Economic Development X ^{BC} Parks

Economic Impact:

Please provide a brief summary of the benefits to be created as a result of the proposed project:

This project allows Galveston to continue to receive newer, larger Carnival cruise ships. 10 additional ILA jobs are expected, Carnival extends their contract through 2025 and Galveston maintains / increases cruise passenger impacts on the local economy.

Project Budget

Applicant

I D C

TOTAL

Land	\$ _____	\$ _____	\$ _____
Building <i>(Describe new, modernization, etc)</i>	\$ _____	\$ _____	\$ _____
Furniture/Fixtures/Equipment	\$ _____	\$ _____	\$ _____
Other <i>(Describe)</i>	<u>\$2,983,769</u>	<u>\$995,000</u>	<u>\$3,978,769</u>
TOTAL	<u><u>\$2,983,769</u></u>	<u><u>\$995,000</u></u>	<u><u>\$3,978,769</u></u>

Please describe any other sources of revenue that will be used for this project. Include terms of use or types of funding:

Existing Port funds \$2,983,769

OTHER ASSISTANCE:

Has this applicant ever filed for bankruptcy protection under Chapters 7 or 11 of the Federal Bankruptcy Statutes?: (Yes / No) NO

If yes, please describe: _____

Has your company/organization applied for any State or Federal assistance on this specific project? (Yes / No) No

If yes, please describe: _____

Has your company/organization ever applied for and either received or been denied financial assistance from any other municipality in the State of Texas? (Yes / No) No

If yes, explain: _____

Is your company currently engaged in evaluating other communities for this project? (Yes / No)

If yes,
explain: No

PROJECT INFORMATION: (please address the following factors in a narrative to be attached to this application)

Project Narrative

- Brief overview of the nature of this project;
- Brief history on the company and its' future plans
- Narrative on why Galveston is a good location for this project/market demand

Employment Impact

- Total number of full time equivalent jobs brought to Galveston;
- Types of jobs created
- Total annual payroll

Fiscal Impact

- Total real and personal property value to be added to the tax rolls
- Anticipated direct sales tax generated at one percent (1%) of taxable sales
- Other revenues generated for the city: franchise payments, occupancy taxes, utility revenues, etc
- City infrastructure construction required
- Projected total annual operating budget of the facility

Community Impact

- The expected effect the project have on the local housing market
- The expected environmental impact, if any, created by the project
- The compatibility of the project with the City's comprehensive plan

Competitive Impact

- The effect the project would have on existing businesses in Galveston
- A list of the types of products or services to be sold by the applicant which are currently sold by existing Galveston merchants
- A list of specific businesses seen as direct competitors to the applicant

To the best of my knowledge, the aforementioned information is an accurate description of the proposed project details.

Signature: _____

Name: _____

Title: _____

Date: _____

Rodger Rees PD/CEO
Rodger Rees
Port Director/CEO
3/23/18

Project Narrative
to accompany the application of
The Port of Galveston
for IDC funding in support of
Modifications of and Improvements to the Cruise Terminal 1 complex to
accommodate *Carnival Vista* and similar-sized cruise ships

Project Narrative.

The Port of Galveston is requesting support from the Industrial Development Corporation to help with the costs of improvements to the Cruise Terminal 1 complex. The improvements will enable the Port to accommodate the *Carnival Vista* (Carnival's newest cruise ship). The total budgeted cost of the project is \$3,978,769. The Port is requesting \$995,000 in IDC funding (approximately 25% of the budgeted project cost). The Port will contribute \$2,983,769 (75% of the budgeted project cost).

The Port was successful in gaining a commitment from Carnival Cruise lines to bring their newest ship, the *Carnival Vista*, to Galveston in 2018. As part of the agreement, Carnival also extended their commitment to homeporting vessels in Galveston through December 31, 2025. In turn, the Port committed to making certain water side improvements to mooring structures and the wharf deck at the Cruise Terminal 1 complex. The Port also agreed to make modifications to the terminal building. The modifications are necessary because the *Carnival Vista* is larger and longer than any of the ships which currently call at the terminal.

IDC funding will support three key improvements to the Cruise Terminal 1 complex. First, the funds will be used to improve the moorings. *Carnival Vista*, and the newest class of vessels operated by Carnival and other cruise lines, are longer and larger than the ships currently calling in Galveston. Therefore, the Port must add an additional mooring platform and upgrade the mooring bollards to accommodate these larger ships. Second, the funds will be used to improve the surface of the existing wharf. The wharf deck requires renovations to accommodate larger vessels including removal of an unused water station that obstructs loading doors on vessels, stabilization of sections of deck that have subsided and interfere with fork lift operations and refurbishment of areas of the deck that have deteriorated due to normal wear and tear. Third, the funds will be used to expand the section of the Cruise Terminal 1 building that connects the passenger waiting area to the passenger loading bridge. Expansion of this area is necessary because the newest cruise ships are longer than the ones currently calling in Galveston.

Employment Impact.

Based on information provided by Carnival Cruise Lines and the company that currently provides support for the Carnival ships mooring at the Cruise Terminal 1 complex, we anticipate that the project will result in 1.5 additional full-time equivalent jobs in Galveston. The additional positions, all part-time but year-round in duration, include 10 additional longshoremen positions (divided equally between porters and stevedores loading supplies on board the ship) and 1 additional shore staff position (responsible for processing embarking and disembarking passengers). The total annual payroll is expected to be \$62,000.

Fiscal Impact.

Galveston is the nation's fourth largest cruise home port. Since 2007 embarkations have grown 79%, reaching 937,198 in 2017. In 2018, the Port expects that approximately 955,000 passengers will take cruises out of Galveston. (The additional increase is only partially attributable to the arrival of the *Carnival Vista* since she will arrive in late September.) In 2016, the latest year for which economic impact statistics are available, cruise activity generated \$58.4 million in local on-shore spending by passengers and an additional \$19.1 million in services provided at the Port.¹ The project at Cruise Terminal 1 is critical to helping Galveston maintain its current position as the nation's fourth largest cruise home port. It also helps position the Port for continued growth in the cruise industry.

On an annual basis, *Vista* is expected to generate \$3.3 million in direct local spending on services and \$2.5 million in local spending on parking and short-term sales. The anticipated direct sales tax generated at one percent (1%) of taxable sales is estimated to be \$25,000. These impacts do not include the effects of cruise passenger spending at hotels, restaurants or at other local merchants.

Community Impact.

The project is not expected to have an effect on the local housing market.

Based on the location and methods of construction, no environmental impacts are expected. The Port's channel (and channel-side facilities) development consultant worked with representatives from the local Corps of Engineers district to ensure that the

¹ Galveston Island Park Board of Trustees 2016 – 2017 Annual Report

project met applicable Federal and state guidelines. They determined that the proposed work is covered under a nationwide permit program.

Competitive Impact.

The project will have a positive effect on existing businesses in Galveston. Operators of off-port parking lots, local hotels and restaurants and local merchants will all benefit from the project. Each cruise passenger spends, on average, \$65 on Galveston Island. Thus, *Carnival Vista*, with a capacity of 3,934 passengers (lower berth) and 5,384 (maximum number of passengers), and sailing from Galveston fifty-two times a year will have a significant positive impact on the local economy.



PORT OF GALVESTON

Application to the IDC
February 6, 2018

To: President
Industrial Development Corporation of the City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797- 3521

From: Port of Galveston
123 Rosenberg Ave., 8th Floor
P.O. Box 328, Galveston, Texas 77553

RE: Discuss and consider funding for two Port projects as follows: (1) infrastructure and building modifications to accommodate the Carnival Vista and similar class cruise ships at Cruise Terminal 1 (\$995,000) and (2) to begin an infrastructure assessment of existing Port structures, in support of the Port's Master Plan and CIP (\$150,000).

Total amount requested from the IDC: \$1,145,000

I. Background

- A. Cruise Terminal 1 cannot accommodate the Carnival Vista with its current infrastructure configuration due to the length of the vessel. In addition, the Cruise Terminal 1 building will also need modification.
- B. The improvements will provide a safe and secure mooring of the Vista that can then facilitate the embarkation and debarkation of cruise passengers and cargo from the vessel.
- C. The infrastructure assessment will continue staff efforts in support of evaluation of the condition of Port infrastructure and facilitate capital project prioritization.

II. Current Situation

- A. The new mooring platform is required for the safe berthing of the next generation of cruise ships that will sail out of the Port of Galveston. The lower berth capacity of the larger vessels is 3,934 passengers, 244 more than the largest cruise ship by passenger count ever to sail out of the Port. This improvement will allow safe and secure mooring that can then facilitate the unloading or loading of crew, cargo and passengers from the vessel
- B. The Port does not have a Master Plan. The development of a Master Plan will be vital to the future direction of the Port and is supported by the Board of Trustees and City Management. The infrastructure assessment of existing port structures will identify, quantify and categorize the condition of Port wharves and berths in order to prioritize the Port's capital improvement plan, in support of the development of the Port Master Plan. The infrastructure assessment will include a survey of key Port piers and wharves and related engineering report. The work will be performed by survey and engineering firms.

Application to the IDC
February 6, 2018

III. Issues

Without the requested funding, the Port will have to seek other funding opportunities such as a bank loan which would require City Council approval. Denial of the request will slow down the efforts of the Port to show our readiness to the cruise industry, and that we are not ready to take the next step to accommodate larger vessels. In addition, it will open the door for other Ports to get in the cruise business and create more competition for the Port of Galveston. These large vessels will bring more visitors to the Island and generate additional revenue for the Galveston business community.

In September of 2017, the Board of Trustees of the Galveston Wharves hired John Manlove to guide Port staff and Trustees through the Strategic Planning process. This plan will be a precursor to the Master Plan which Port staff proposes to initiate after the strategic plan is finished. The Master Plan will provide a framework for future development, identifying opportunities for growth that align with the Port's assets and expertise.

IV. Alternatives in order of priority

- A. IDC funding of \$1,145,000 to help pay for the two above described projects.
- B. The Port would have to seek outside financing, which would cost the Port additional interest expense.

V. Recommendation

Concur in Alternative A and approve IDC funding for the modification and improvement project to accommodate Vista-class cruise ships and the Port infrastructure assessment in support of the development of Port Master Plan.

VI. Fiscal Impact Report

Requested by: Rodger Rees, Port Director

Cost of Implementation: Total cost of projects: \$4,278,769

Port Contribution: \$3,133,769- (73.2% of the total projects cost)

IDC request: \$1,145,000- (26.8% of the total projects cost)

Respectfully Submitted,



Rodger Rees,
Port Director/ CEO
Port of Galveston



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

July 17, 2018

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

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

RE: Consider approval of an award for a three year contract, with two optional one-year renewals, for RFP 18-21 Vending Machine Services. Authorizing the City Manager to execute the contracts upon final approval by the City Attorney.

Background:

In 2015, the City of Galveston advertised solicitations for vending machine services. The solicitation was awarded to Brown Food Services for a term of 3 years. The contract for the previous solicitation is scheduled to expire on September 23, 2018

In order to obtain the best value, the City advertised for sealed proposals for vending machine services, on May 30, 2018, RFP 18-21. Sealed proposal were due and opened by the City on June 20, 2018 at 10:00am. Brown Food Services was the only responsive vendor and met the specifications.

A committee from several departments, Legal, Garage, and Purchasing, met to discuss the responsive solicitation. The committee evaluated the offeror's products, experience, references, financial stability, and sales prices submitted by the vendor.

Staff recommends that City Council award Brown Food Services the contract.

Currently:

The City of Galveston utilizes vending machines order to provide refreshments, food, and snacks for City staff, as well as the generally public at multiple City facilities. The current contract will expire September 23, 2018.





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

Alternatives:

Approve a three year contract, with two optional one-year renewals, to Brown Food Services.

Do not approve and direct staff to proceed with another Request for Proposal.

Issues:

Cost – No Cost to the City

Timing – as soon as possible

Term – three years with optional two one-year renewal

Recommendation:

Approve authorizing the City Manager to execute contracts Brown Food Services for RFP 18-21 Vending Machine Services.

Fiscal Impact Report:

Requested by:

Michael W. Loftin
Assistant City Manager Finance



CONTRACT FOR SERVICES
Vending Machine Services

This Contract (the "Contract") is made and entered into this _____ day of July, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Brown Food Services, Inc.** (Company), located at 2819 Beluche, Galveston, TX, 77551

WHEREAS, the City of Galveston desires to obtain services in connection with its "Vending Machine Services", within the City of Galveston ("City") and Brown Food 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 **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:

Vending Machine Services RFP 18-21

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, unless sooner terminated under the terms set forth herein. 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 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 elect **Vend Rates & Commissions Option "A"** as described in **Exhibit A**. 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 10 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. **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.

14. **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.

15. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

16. **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.

17. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Vending Machine 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.

18. **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.

19. **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.

20. **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.

21. **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

Brown Food Services, Inc.
2819 Beluche
Galveston, Texas 77553

[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

Brown Food Services, Inc.

By: _____
Brian Maxwell, City Manager

By: _____
Jeffery L. Brown, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

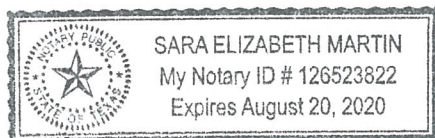
City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Galveston COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Jeffery L. Brown of Brown Food Services, 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 23rd day of July, 2018.



Notary Public in and for
The State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2018

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 TRYTON INSURANCE GROUP LLC PO BOX 4479 HOUSTON, TX 77210 (888) 661-3938		CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 552-6091 E-MAIL ADDRESS: Service.center@travelers.com		
INSURED BROWN FOOD SERVICES INC 2819 BELUCHE GALVESTON, TX 77551		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : TRAVELERS CASUALTY AND SURETY COMPANY		
		INSURER B : THE TRAVELERS INDEMNITY COMPANY		
		INSURER C : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 424730024301391

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	
C	☒ COMMERCIAL GENERAL LIABILITY			660-9C498439-18	03/09/2018	03/09/2019	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			BA-9C496679-18	03/09/2018	03/09/2019	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)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR			CUP-9C497479-18	03/09/2018	03/09/2019	EACH OCCURRENCE	\$5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$5,000,000
	☐ DED ☒ RETENTION \$25,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3K962338-18	03/09/2018	03/09/2019	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

CITY OF GALVESTON
823 ROSENBERG
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 *Misty Kuckelmann*

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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:
2018-379069

Date Filed:
07/12/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brown Food Services, 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-18-111
Vending Machine Services contract

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

5 Check only if there is NO Interested Party.



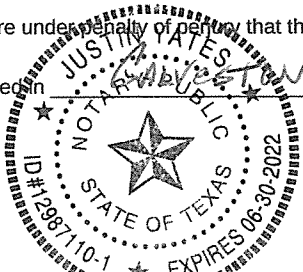
6 UNSWORN DECLARATION

My name is Jeffrey L. Brown, and my date of birth is 9/12/1955.

My address is 2819 Beluche GALVESTON Tx 77551 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 12th County, State of Texas, on the 12th day of JULY, 2018.
(month) (year)



Jeffrey L. Brown President
Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL

TO:

CITY OF GALVESTON

BY:

BROWN FOOD SERVICES, INC.

Vending Machine Services

RFP# 18-21

Brown Food Services, Inc. has provided vending throughout Galveston County since 1987. We operate approximately 165 machines throughout Galveston County at many different locations. We are the current vendor for The City of Galveston, County of Galveston, Galveston College, Texas A&M Galveston, Ashland Texas City, Farmers Alloy Fabricating, Hilton Hotel at the San Luis Resort.

Vistar Corporation of Houston is our supplier for snack food products. They offer thousands of quality nationally recognized products in all categories. Core products are manufactured by Mars, Hershey, Nestle, Frito Lay, General Mills and Kellogg's.

Coca Cola, Dr. Pepper and Pepsi supply our beverages through a 3rd party Full Service vendor program. We currently offer 24 different selections of Soft Drinks as well as Bottled Water, Juice, Tea, Sports Drinks and Energy Drinks.

We are continually re-assessing the product mix and merchandising to maximize sales and provide all the most popular products on the market. Any product someone wants can be obtained for the machines. The product mix is tailored to the needs of each location. Products that sell in one location may not sell in another location, so we welcome input from customers to identify the best product for each location. Merchandising tailored to each location's individual needs produces increased sales and customer satisfaction..

Brown Food Services will provide machines that accept both \$1.00 and \$5.00 bills to meet high volume needs.

All machines will be equipped with Payrange cell phone application via cell phone.

High volume locations including City Hall, McGuire Dent and Wright Cuney Center will also get credit card readers. All major credit cards (Visa, Mastercard, American Express, Apple Pay, Etc.) are accepted. The cost of using credit will cost the credit user a little more. A ten cent upcharge will be added on all credit transactions for processing fees.

Brown Food Services, Inc. has Commercial General Liability Insurance with a \$5,000,000.00 umbrella policy. Workers Compensation Insurance is also provided. City of Galveston is listed as an additional insured with a waiver of subrogation.

FINANCIAL RETURN

Brown Food Services, Inc. offers commissions based on the price schedules listed herein. We are offering several options with different vend prices to pick from. Many customers goals are different, so we offer some different options for you to consider.

A no commission option gives the City the lowest vend price to provide your employees with a below market price on all our products.

Commission options offer the City some return revenue at a slightly higher vend price. Depending on your goals, we offer multiple pricing options.

Brown Food Services, Inc. proposes to operate soft drink vending machines and snack machines mutually agreed upon at City of Galveston locations. We will service the machines on an as needed basis to maintain inventory levels necessary to provide your customers with constant product availability.

Vend Rates & Commissions

Option "A"

Categories	Proposed Vend Rate	Proposed Commissions
<u>Drink Selections:</u>		
20 Oz. Bottled Water	\$1.75	0%
20 Oz. Soft Drinks	\$1.75	0%
20 Oz. Sports Drinks	\$1.75	0%
12 Oz. Cans	\$1.00	0%
16 Oz. Energy Drinks	\$2.75	0%
20 Oz. Vitamin Water	\$2.25	0%
12 Oz. Juices	\$1.75	0%
<u>Snack Selections</u>		
LSS Chips & Snack Mixes	1.00	0%
Cookies, Crackers & Nuts	1.00	0%
Candy Vend Size	1.25	0%
Pastries	1.50	0%
Gum & Mints	.75 - \$1.50	0%

All prices include the appropriate State & Local Sales & Use Tax.

Credit/debit card purchases will add ten cents to the vend price to cover processing fees.

All commissions are figured after deduction of the appropriate State and Local Sales Tax.

Vend Rates & Commissions:

Option "B"

Category	Proposed Vend Rate	Proposed Commissions
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Drink Selections

20 Oz. Bottled Water	\$2.00	20%
20 Oz. Soft Drinks	\$2.00	20%
20 Oz. Sports Drinks	\$2.00	20%
12 Oz. Cans	\$1.25	20%
Energy Drinks	\$3.00	20%
Vitamin Water	\$2.50	20%
12 Oz. Juices	\$1.75	20%

Snack Selections

LSS Chips & Snack Mixes	1.25	20%
Cookies, Crackers & Nuts	1.25	20%
Candy Vend Size	1.50	20%
Pastries	1.75	20%
Gum & Mints	.95 - \$1.75	20%

All prices include the appropriate State & Local Sales & Use Tax.

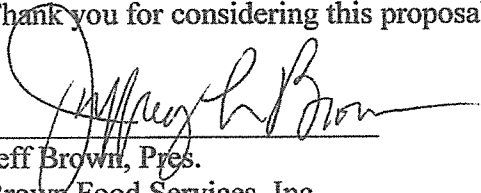
Credit/debit card purchases will add ten cents to the vend price to cover processing fees.

All commissions are figured after deduction of the appropriate State and Local Sales Tax.

No commission will be paid on machines generating sales less than \$100.00 per month.

Prices are subject to change at some future date due to manufacturer price increases or other factors influencing profitability such as fuel cost, minimum wage increases and factors beyond our control. We recommend prices to be reviewed annually.
BFS agrees to consult with City representatives when implementing increases in prices.
BFS reserves the right to control vend prices.
Commissions are after deduction of any applicable sales & use taxes and fees.
Brown Food Services, Inc. agrees to provide refunds through a mutually agreed upon process for your customers who from time to time, may require a refund.

We welcome any input that may make this proposal acceptable to you.
Thank you for considering this proposal.



Jeff Brown, Pres.
Brown Food Services, Inc.



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 18-21

Project Title: Vending Machine Services

Proposal Closing Date: 10:00 A.M.(CST), Wednesday, June 20, 2018

One (1) 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.

TABLE OF CONTENTS

Table of Contents	Page 1 & 2
Request for Proposal	
(1) Introduction.....	Page 3
(2) Contact Information	Page 3
(3) General Information	Page 4
(4) RFP Withdrawals and / or Amendments.....	Page 4
(5) Estimated Quantities	Page 4
(6) Proposal Submittal Requirements.....	Page 4
(7) Proposal Evaluation and Contract Award	Page 5
(8) Declaration of Policy	Page 8
Appendix A – Proposal	
(-) Label Format for Submittal Packet's Sealed Envelope	Page 9
I. Required Proposal Information:	
(1) Proposed Products and / or Services	Page 10
(2) Cost of Proposed Products and Services	Page 10
(3) Term of Contract and Option to Extend.....	Page 10
(4) Proposer's Experience / Staff.....	Page 11
(5) References	Page 12
(6) Trade Secrets and / or Confidential Information	Page 13
(7) Federal, State and / or Local Identification Information	Page 13
(8) Emergency Business Services Contact Notice.....	Page 14
(9) Cooperative Governmental Purchasing Notice	Page 14
II. Contract Terms and Conditions:	
(1) Delivery of Products and Services	Page 14
(2) Miscellaneous.....	Page 16
(3) Financial Responsibility Provisions.....	Page 17
Appendix B – Conflict of Interest Form	Page 19
Appendix C – House Bill 89 Verification	Page 21
Appendix D – Property Tax Statement	Page 22
Appendix E – Nepotism Statement	Page 23
Appendix F – Non-Collusion Statement	Page 24
Appendix G – Document 00435	Page 25
Appendix H – No Intent to Submit Form	Page 26

Appendix I – ACH Form (this form is optional) Page 27 & 28
Appendix J – Scope of Services

(1) Project Title Page 29

(2) Scope of Services Contact Page 29

(3) Special Conditions..... Page 29

(4) Proposal Evaluation Factors..... Page 29

(5) Brand Manufacture Reference..... Page 29

(6) Key Events Schedule..... Page 29

(7) Scope of Services..... Page 30

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 18-21 Vending Machine Services**". 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.

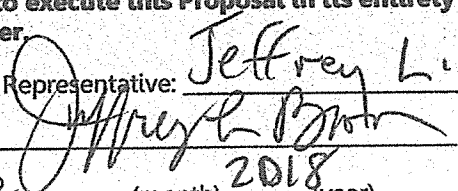
8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- 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)

- ☐ 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 35) 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:	18-21		
Project Title:	Vending Machine Services		
Submittal Deadline:	Wednesday, June 20, 2018 @ 10:00 a.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:	BROWN Food Services, Inc.		
Address:	2819 Beluche		
City, State & Zip	GALVESTON, TX 77551		
Federal Employers Identification Number #	76-0213759		
Phone Number:	(409) 457-8118	Fax Number:	(409) 740-1120
E-Mail Address:	JBROWN3952@AOL.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>Jeffrey L. Brown</u> Signature of Authorized Representative: <u></u> Signed this <u>18th</u> (day) of <u>JUNE</u> (month), <u>2018</u> (year)			

I learned of this Request for Proposal by the following means:

- | | |
|--|--|
| ☒ Newspaper Advertisement
☐ Galveston Website
☐ Mailed Me a Copy | ☒ City E-mail Notification
☐ Cold Call to City
☐ 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
		<i>See Schedules</i>	\$	\$
			\$	\$
			\$	\$
		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 (1) 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 2021) ESCALATION 2%
SECOND 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: 31; and the number of employees: 3.

- 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 – This section is required.**

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: <u>TEXAS A&M GALVESTON</u>	
Contact Name: <u>GRANT SHALLANBERGER</u>	Contact Title: <u>VP. of Auxiliary Services</u>
Phone: <u>(409) 740-4943</u>	Email: <u>shalleng@tamug.edu</u>
Date and Scope of Services Provided: <u>5 yrs + (BFS PROVIDES ALL SNACK VENDING @ THE GALVESTON CAMPUS)</u>	

Reference #2:

Client / Company Name: <u>COUNTY OF GALVESTON</u>	
Contact Name: <u>MIKE BELL</u>	Contact Title: <u>FACILITIES MGR / DIRECTOR</u>
Phone: <u>(409) 765-2643</u>	Email: <u>michael.j.bell@co.galveston.tx.l</u>
Date and Scope of Services Provided: <u>8 yrs / BFS PROVIDES FULL SERVICE VENDING @ ALL COUNTY BUILDINGS (BEVERAGES & SNACKS)</u>	

Reference #3:

Client / Company Name: <u>GALVESTON College</u>	
Contact Name: <u>Veronica Afferberry</u>	Contact Title: <u>DIRECTOR OF PURCHASING</u>
Phone: <u>(409) 944-1213</u>	Email: <u>vatterbe@gc.edu</u>
Date and Scope of Services Provided: <u>10 yrs + SNACK VENDING / BEVERAGE VENDING @ BOTH CAMPUSES</u>	

Reference #4:

Client / Company Name: <u>CITY OF GALVESTON</u>	
Contact Name: <u>BUTCH KENWORTHY</u>	Contact Title: <u>FACILITIES DIRECTOR</u>
Phone: <u>(409) 392-7666</u>	Email: <u>JANICE LOCKETT PURCHASING@galveston.tx.gov</u>

Date and Scope of Services Provided:

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. *THIS BID CONTAINS PROPRIETARY INFORMATION I.E. TAX ID # ETC.*

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- 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: BROWN FOOD SERVICES, Inc

Contract #: _____

Description: _____

Primary Contact (Name): Jeff Brown
Primary Contact Phone Numbers: Home: (409) 740-1120 Cell: 409 457-8118
Secondary Contact (Name): _____
Secondary Contact Phone Numbers: Home: _____ Cell: _____
After Hours emergency opening fee, if applicable: \$ N/A

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.

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.

Jeffrey L. Brown

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

Date

6/18/18

Adopted 06-29-2007

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.
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, Jeffrey L. Brown (Person name), the undersigned representative of (Company or Business Name) BROWN FOOD SERVICES 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.

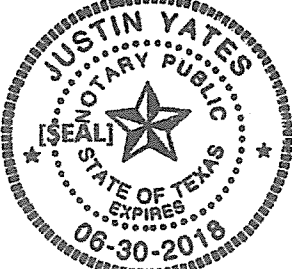
6/19/18
DATE

Jeffrey L. Brown
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Galveston §

On this day, BEFORE ME, the undersigned, personally appeared Jeffrey Brown, the President/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 19th day of June, 2018.



Justin Yates
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

Jeffrey L. Brown

Proposer's Printed or Typed Name

Jeffrey L. Brown

Proposer's Signature

6/18/18

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.**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

[Handwritten signature]

I am not related by blood or marriage to any official or employee of the
City of Galveston

Relationship: _____

✓ The

Relationship: _____

23 | Page

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 BROWN FOOD SERVICES, Inc
ADDRESS 2819 Beluche GALVESTON, TX 77551

PHONE (409) 457-8118

FAX (409) 740-1120

PROPOSER (SIGNATURE) Jeffrey L. Brown

PROPOSER (PRINTED NAME) Jeffrey L. Brown

POSITION WITH COMPANY OWNER / PRESIDENT

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL Jeffrey L. Brown

COMPANY OFFICIAL (PRINTED NAME) Jeffrey L. Brown

OFFICIAL POSITION PRESIDENT / OWNER

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.

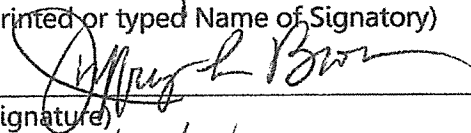
PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

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.

Jeffrey L. Brown

(Printed or typed Name of Signatory)



(Signature)

6/18/18

(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 18-21 Vending Machine Services

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

There are no special conditions for this proposal
There are no bonding requirements for this proposal

4. Proposal Evaluation Factors

Emphasis	Factor
30%	Selection of vending machine products
30%	Sale prices of products
20%	Experience/ References
10%	Financial Stability
10%	Revenue Offered 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	May 30, 2018
Pre-Proposal Conference	June 13, 2018 @ 11:00 p.m. CST
Deadline for Submittal of Written Questions	June 15, 2018 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	June 20, 2018 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	July 2018
Anticipated Award Date	July 2018

7. Scope of Services

Introduction:

The City of Galveston is requesting proposals to provide vending machine services for various City locations. Contract is term for 36 (thirty-six) month, with two (2) year option to renew, at one (1) year intervals. The following locations are to be included in the proposal: (include, but not limited to):

1. City Hall (823 Rosenberg) – 2nd floor vending room
2. Municipal Garage (502 – 32nd St.)
3. Island Transit (3115 Market & 214 – 28th St.)
4. Parks & Rec. – Wright/Cuney (718 – 41st St.) & McGuire/Dent (2222 – 28th St.)
5. Municipal Airport (2115 Terminal Drive)
6. Street Division (402 – 30th Street)
7. Traffic Division (2801 Santa Fe Place)
8. Sanitation (5627 Harborside)
9. Recycling (702 – 61st Street)
10. Distribution (2808 Market)
11. Old Pump Station (3002 Ball)
12. New Pump Station (3002 Church)
13. Main WWTP (5200 Port Industrial)
14. Airport WWTP (7618 Mustang)

Any City of Galveston facility may be added to or deleted from the contract at any time.

Specifications:

The service provider shall furnish all labor, equipment, and supplies necessary to provide vending machine services for various locations in the City of Galveston.

The vending machine concessions described herein shall be for the sale of all food, hot or cold drinks, and other items as may be approved by the City of Galveston, provided that no alcoholic beverages or tobacco items of any kind shall be sold by the service provider on any premises.

The service provider shall not prohibit nor discourage City employees or officials from utilizing any concession premises for the eating or drinking of items brought on the premises by themselves.

The Purchasing Division must specifically approve the change or addition of any vending machines and any revenue derived there from shall be considered as part of the gross receipts contained in the contract.

The City reserves the right to inspect the service provider's contracts with its suppliers before making an award for the purpose of ascertaining whether the service provider has the necessary operational systems in place for performing. The City may also consult with clients of the service provider during the evaluation phase. Such consultation is intended to assist the City in making a contract award that is most advantageous to the City.

After the proposal opening and prior to the award, the City reserves the right to make a pre-award survey of any or all proponents' food and equipment to be used in the performance of work under this solicitation.

The service provider agrees to allow all reasonable requests for inspection of such food and equipment with two (2) days advance notice. Failure to allow such an inspection shall be cause for the rejection of proposals as non-responsive. The City reserves the right to reject food or equipment as unacceptable for performance under this solicitation as a result of the pre-award survey. In addition, the service provider's reputation of quality or performance may also be used for purposes.

The successful service provider shall commence work only after the transmittal of a fully executed contract and after receiving written notification from the City to proceed. The successful service provider will perform all services indicated in the proposal in compliance with the contract.

Each service provider, by submitting a proposal, agrees that if their proposal is accepted by City Council the service provider will furnish all items and services upon the terms and conditions in this RFP and contract.

The service provider shall perform in an efficient and orderly manner and will endeavor to employ only persons who in appearance, manner, and character are suitable for said operations. The City shall have the right to require the service provider to dismiss from any premises covered by this agreement any employees of the service provider whose conduct is improper, inappropriate, or offensive.

The type, sizes, quantity of merchandise, the conditions connected with the sale of such merchandise, and all other relations of the service provider with the public shall be subject to the approval of the City. The service provider shall emphasize the cleanliness of its operation and quality and freshness of its products. The prices of merchandise and price changes shall be subject to the approval of the City. The service provider may decrease the price of any item at any time without prior approval if such reduction may be performed without a sacrifice of quality or quantity.

The service provider may not decrease food and drink portions without the express written permission of the City.

The service provider shall secure all permits and licenses, pay all charges and fees, and give notices necessary to the due and lawful operations of its operation described herein.

The service provider shall maintain the cleanliness of its own equipment and furnishings and will promote an attractive and clean appearance at all times. Vending machines shall be clean, rust-free, and all lights shall be operational. All machines are required to have currency changers. If a food or drink item in any machine costs more than one (1) dollar, that machine must have a \$1 and a \$5 changer. All machines are required to have credit card and smart phone payment capabilities.

The service provider will service all locations as often as necessary to supply full product and quality service. Machines should never be less than half full.

The City shall not be liable or responsible to the service provider for damage to its equipment or for food spoilage for any reason whatsoever.

Any vending location may need to close for a period of time due to renovation or other reasons. The City shall not be liable to the service provider for any loss or damage caused by such closure.

The service provider shall post a telephone number on each vending machine for complaint and will respond to legitimate complaints within one (1) working day.

The service provider acknowledges that periodically, without consent being given by the City, various church groups, civic organizations, etc. offer foodstuffs for sale within City Hall and other City buildings,

which may be in competition with the services and foodstuffs offered by the service provider. The City shall not be liable for any loss of profits as a result of such sales.

Upon expiration or termination of this agreement the service provider shall remove all of its equipment, property, fixtures, and fittings within five (5) working days. If, for any reason, the City needs to have equipment moved, the service provider shall do so within 24 hours of the City's request.

The service provider acknowledges that the City is not responsible for adding any additional electricity or water unless agreed upon and documented in writing. All outlets utilized by the equipment shall be 11 volt.

Vending machines shall meet all ADA requirements.

The City shall provide the premises for vending machine equipment to be installed as well as utilities needed for operating the vending Machine.

Transition Requirements

In the event that the City is terminating one vending machine service provider contract and beginning a new one, the newly awarded service provider must provide a plan for the transition of services. For this reason the service provider must submit an implementation plan containing all steps and time-frames for the installation of vending machines. This implementation plan will become a part of the contract and must be followed. All vending machines must be ready for operation within five (5) working days of the proposed transition date. Fully describe the installation requirements necessary for your proposed equipment and services and what environmental conditions must be in place for your equipment to be installed and to function properly.

In addition, the service provider agrees to exercise its best efforts and cooperation to assist in an orderly and efficient transition to a successor, should it be necessary.

Equipment Specifications and Manner of Operations

This section of the proposal shall set forth the technical specifications for the service and equipment to be used by the proposer. The service provider shall state exactly what types of vending machines they intend to furnish at each location in each premises. Vending machines will be available to the public and for servicing by the service provider at such times as the City owned or leased buildings are open to the public.

In addition, the service provider shall explain the process for handling customer refunds.

Vending Item Selection Criteria

This section will entail an itemized listing of food and/or drink products to be sold as well as pricing for these items. Provider shall make their best efforts to include healthy foods and/ or drink selections.

Provider shall be responsible for ensuring stocked vending items do not exceed expiration dates. Merchandise shall be removed prior to the City's operating hours, on or before set expiration date.

Proposal Selection Criteria:

City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:

Selection of vending machine products – 30%
Sale prices of products- 30%
Experience/ References- 20%
Financial Stability- 10%
Revenue Offered to the City- 10%

Order of Proposals:

Proposals must be submitted on 8-1/2 inch by 11 inch paper. They must be bound using comb binding, spiral binding, or binder clips. No binders or notebooks are to be submitted.

Submittals must be in the following order: (label each section as follows)

Required Forms

Include all of the forms requiring signatures or acknowledgement. Appendices A through G, forms in the special conditions section of Appendix J (if applicable), and any issued Addenda.

Company's Fees/Costs

Include the pricing form in this proposal. All rates and fees must be included in the weekly set/per piece price. The City will not be responsible for paying any fees not included in the proposal. The City requests no initial preparation charges and the waiver of all preparation charges for ninety (90) days after implementation of the contract. The fees and charges presented shall remain firm for the original term of agreement with the following exceptions that shall be adjusted to reflect:

- Additional discounts available for increased volume

Provide fee schedule for services related and unrelated to this proposal. Describe the basis on which the fees are calculated. Details of any alternate method of compensation your firm would consider.

Pricing will be in the format described on page 10 of the RFP – Appendix A. Section I.2.B.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

Qualifications and Experience

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the service of vending services for the City of Galveston. Include: (i) Company Profile – brief discussion of the company, its history and services offered; (ii) Experience –

brief descriptions of services in regard to providing vending services to the City. (iii) Proposer should submit any supporting documentation available and identify and list all special services offered. (iv) Proposer shall detail its financial stability in order to prove it has the capacity to enter into a contract for vending machine services with the City without impacting its normal operations. (v) Proposer shall mention any previous termination of contracts.

References

Proposer is to provide reference for similarly successful services from four (4) governmental agencies, including the name of the agency, contact name, telephone and email address.

You may use the form provided in the RFP documents on page 12 for this section, or use your own format.

Commissions

If the service provider's proposal is one that involves the payment of commissions to the City then the service provider agrees to pay to the City the single overall percentage of gross receipts for the vending activities described within this RFP. The term "gross receipts" as used in this RFP shall mean total receipts before the deduction of any costs or expenses, save and except sales taxes. Multiple percentages of gross receipts shall be unacceptable and will render the proposal non-responsive and result in rejection thereof.

If commissions are to be paid by the service provider to the City then payments shall be made to:

City of Galveston

Attn: Accounts Payable

PO Box 779

Galveston, TX 77553

Payments shall be made on or before the day of the succeeding month. Said payment shall be calculated by multiplying the gross receipts of the preceding month by the percentage agreed to by the service provider. In addition, said monthly payments shall be accompanied by a written statement showing the amount of gross receipts during the preceding month for each location serviced. Copies of the monthly statements shall be forwarded to the City's Department of Finance at the previously mentioned address.

Proposal Evaluation Process

All proposals will be scored by an evaluation committee. Proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the criteria as stated above.

Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).

Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending interviews.

The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



CITY OF GALVESTON – RFP# 18-21
ADDENDUM I
Vending Services

Date: 6/18/2018
To: Prospective Bidders
Subject: Addendum No. I
Vending Services

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 5/30/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

All machines are required to have credit card and smart phone payment capabilities

Change to

All machines are required to have smart phone payment capabilities. Credit card payment capabilities are optional.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Jeffrey L. Brown, Pres. 6/18/18
Authorized Signature Date

Jeffrey L. Brown, Pres. Brown Food Services Inc.
Printed Name Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Items

Show: Active Text Filter:

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
00000	Unknown Item			Unknown	1	1
000000	Non-Existent Coil			Unknown	1	1
101	LANCE TOAST CHS PB	LANCE		COOKIES CRACKER NUTS	Each	1
102	LANCE TOASTY PB	LANCE		COOKIES CRACKER NUTS	Each	1
103	CORNUTS ORIGINAL	KRAFT/HEINZ		COOKIES CRACKER NUTS	Each	1
104	ZOO ANIMAL	KEEBLER/AUSTIN		COOKIES CRACKER NUTS	Each	1
105	CORNUTS CHILE PIC.	KRAFT/HEINZ		COOKIES CRACKER NUTS	Each	1
106	KEEB/AUST CHS & P.B.	KEEBLER/AUSTIN		COOKIES CRACKER NUTS	Each	1
110	FAM.AMOS CHOC.CHIP	KELLOG/KEEBLER		COOKIES CRACKER NUTS	Each	1
112	MOMS CIRCUS ANIMAL	KELLOG/KEEBLER		COOKIES CRACKER NUTS	Each	1
113	KEEBLER SUGAR WAFERS	KEEBLER		COOKIES CRACKER NUTS	2.2 OZ.	45
1136	RAMEN NOODLES 761528	COCA-COLA		FOOD	Each	1
115	FAM.AMOS CHOC. SAND.	KELLOG/KEEBLER		COOKIES CRACKER NUTS	Each	1
122	GM GRABBITS VAN.	FRITO LAY		COOKIES CRACKER NUTS	Each	1
128		KELLOG/KEEBLER			Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
	CHEEZ ITS SAMS8276			COOKIES CRACKER NUTS		
129	OREO BROWNIE	MS FRESHLEY		COOKIES CRACKER NUTS	Each	1
131	CHIPS AHOY	MONDELEZ GLOBAL LLC		COOKIES CRACKER NUTS	Each	1
132	OREO CANDY BAR 42493	NABISCO		COOKIES CRACKER NUTS	Each	1
136	TRAIL MIX ENEGIZER	KAR NUTS		COOKIES CRACKER NUTS	Each	1
140	RITZ BITS CHEESE	NABISCO		COOKIES CRACKER NUTS	Each	1
141	BASIL BROWNIE CRISP	BISCOMERICA		COOKIES CRACKER NUTS	Each	1
144	FUDGE STRIPE MINI BI	KEEBLER		COOKIES CRACKER NUTS	Each	1
153	MINI BITE SIZE OREOS	NABISCO		COOKIES CRACKER NUTS	Each	1
158	KARS PINEAPPLE MANGO	KARS		COOKIES CRACKER NUTS	Each	1
162	PLANTER'S NUTS TO GO 599047	PLANTERS		COOKIES CRACKER NUTS	Each	1
165	NABISCO WHEAT THINS	NABISCO		COOKIES CRACKER NUTS	Each	1
166	KAR NUT SALT PEANUTS	KAR NUTS		COOKIES CRACKER NUTS	Each	1
169	KNOTS STRAW. SHORTBR 59561	KAR NUTS		COOKIES CRACKER NUTS	Each	1
171	Milano Cookies	PEPPRIDGE FARMS			Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
				COOKIES CRACKER NUTS		
173	KNOTS RASP. COOKIE	BISCOMERICA		COOKIES CRACKER NUTS	Each	1
174	DAVID SUNFLOWER SEED 268771	BISCOMERICA		COOKIES CRACKER NUTS	Each	1
181	KEEB/AUSTIN PB/TOAST	KEEBLER/AUSTIN		COOKIES CRACKER NUTS	Each	1
188	CRUNCH N MUNCH-CARAM	CONAGRA GOLDEN VALLEY		COOKIES CRACKER NUTS	Each	1
193	CHEEZIT SNDWCH CRACKERS	KELLOG/KEEBLER		COOKIES CRACKER NUTS	Each	1
195	NUTTER BUTTER BITES	MONDELEZ GLOBAL LLC		COOKIES CRACKER NUTS	Each	1
199	CHEEZ-IT Big Bag	KELLOG/KEEBLER		COOKIES CRACKER NUTS	Each	1
202	ALMOND JOY	HERSHEY		CANDY	Each	1
204	HERSHEY ALMOND 2439	HERSHEY		CANDY	Each	1
205	HERSHEY COOKIES/CREM 52405	HERSHEY		CANDY	Each	1
206	HERSHEY PLAIN 2438	HERSHEY		CANDY	Each	1
207	Cookie Layer Crunch	HERSHEY		CANDY	Each	1
208	KIT KAT 353341	HERSHEY		CANDY	Each	1
209	BIG KAT KIT KAT	HERSHEY		CANDY	Each	1
210	MR. GOODBAR	HERSHEY		CANDY	Each	1
211	MOUNDS	HERSHEY		CANDY	Each	1
213	REESES PIECES PB CUPS 66029	HERSHEY		CANDY	Each	1
214	REESE CUP 2444	HERSHEY		CANDY	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
229	M & M Caramel	MARS		CANDY	Each	1
230	M & M ALMOND	MARS		CANDY	Each	1
231	M & M PEANUT 2531	MARS		CANDY	Each	1
232	M & M PLAIN 2530	MARS		CANDY	Each	1
233	M & M PEANUT BUTTER 6072	MARS		CANDY	Each	1
236	3 MUSKETEER 746674	MARS		CANDY	Each	1
237	ROLOS	HERSHEY		CANDY	Each	1
238	MILKY WAY	MARS		CANDY	Each	1
240	WELCHES FRUIT SNACKS	PROMOTIN IN MOTION		CANDY	Each	1
243	SKITTLES SWT N SOUR 785038	MARS		CANDY	Each	1
244	SKITTLES SOURS 627767	MARS		CANDY	Each	1
245	SKITTLES (ORIG) 15016	MARS		CANDY	Each	1
246	SKITTLES WILD BERRY (BRF) 17949	MARS		CANDY	Each	1
247	SKITTLES TROPICAL (TRF)	MARS		CANDY	Each	1
248	SNICKERS	MARS		CANDY	Each	1
249	SNICKERS ALMOND 2528	MARS		CANDY	Each	1
250	STARBURST ORIGINAL764193	MARS		CANDY	Each	1
251	STARBURST TROPICAL	MARS		CANDY	Each	1
252	STARBURST CALI.FRUIT	MARS		CANDY	Each	1
253	STARBURST SOUR 785045	MARS		CANDY	Each	1
254	TWIX	MARS		CANDY	Each	1
260	PAY DAY	HERSHEY		CANDY	Each	1
264	BUTTERFINGER CRISP	HERSHEY		CANDY	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
265	BABY RUTH	NESTLE		CANDY	Each	1
266	BUTTERFINGER 615498	NESTLE		CANDY	Each	1
267	NESTLE'S CRUNCH	NESTLE		CANDY	Each	1
2816	20 OZ. BIG RED	COCA-COLA		20 OZ. DP PROD.	Each	1
2850	20 OZ. PEPSI PROD.	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
2851	20 OZ. PEPSI	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
2852	20 OZ. DIET PEPSI	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
2854	20 OZ.MOUNTAIN DEW	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
2855	20 OZ. MUG ROOTBEER	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
2858	20 OZ. HAWIIAN PUNCH	COCA-COLA		20 OZ. DP PROD.	Each	1
2859	20 OZ. GREEN TEA	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
286	NATURE VALLEY GRANOLA BAR	GENERAL MILLS GARDETTO		CANDY	Each	1
2861	20 OZ DT MT DEW	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
2901	20 OZ CANADA DRY	COCA-COLA		DR. PEPPER PRODUCTS	Each	1
294	SOUR PATCH KIDS 674152	MONDELEZ GLOBAL LLC		CANDY	Each	1
3001	MONSTER ABSOLUTE ZERO	COCA-COLA		ENERGY DRINK	Each	1
3002	MONSTER ULTRA ZERO	COCA-COLA		ENERGY DRINK	Each	1
3003	MONSTER MANGO LOCO	COCA-COLA		ENERGY DRINK	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
3004	MONSTER REHAB	COCA-COLA		ENERGY DRINK	Each	1
3005	MONSTER JAVA MEAN BEAN	COCA-COLA		ENERGY DRINK	Each	1
3007	MONSTER ENERGY (GREEN)	COCA-COLA		ENERGY DRINK	Each	1
3008	MONSTER BALLERS BLEND	COCA-COLA		ENERGY DRINK	Each	1
3009	TOPO CHICO MINERAL WATER	COCA-COLA		WATER	20.2 OZ	24
3010	RED BULL	COCA-COLA		ENERGY DRINK	Each	1
3011	RED BULL SUGAR FREE	RED BULL		ENERGY DRINK	Each	1
3012	RED BULL YELLOW	RED BULL		ENERGY DRINK	Each	1
3013	RED BULL BLUE	RED BULL		ENERGY DRINK	Each	1
3014	RED BULL RED	RED BULL		ENERGY DRINK	Each	1
3016	MONSTER ULTRA VIOLET	COCA-COLA		ENERGY DRINK	Each	1
3017	DUNKIN DONUTS ICED COFFEE	COCA-COLA		ENERGY DRINK	Each	1
302	XTRA SPEARMINT GUM	WRIGLEYS		GUM/MINT	Each	1
303	DOUBLEMINT	WRIGLEYS		GUM/MINT	Each	1
304	LIFESAVERS 5 FLAVOR	WRIGLEYS		GUM/MINT	Each	20
305	JUICY FRUIT	WRIGLEYS		GUM/MINT	Each	1
307	XTRA VARIETY PACK	WRIGLEYS		GUM/MINT	Each	1
3102	KARNUT SWEET N SPICY	KAR NUTS		COOKIES CRACKER NUTS	Each	1
3103	KARNUT SWEET N SALTY MIX	KAR NUTS		COOKIES CRACKER NUTS	Each	1
3105	PLANTERS CAJUN MIX	KRAFT/HEINZ		COOKIES CRACKER NUTS	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
3106	CORNUTS RANCH	KRAFT/HEINZ		COOKIES CRACKER NUTS	Each	1
311	LIFESAVERS WINTERGREEN	WRIGLEYS		GUM/MINT	Each	1
3111	N.V. OATS N HONEY	GENERAL MILLS GARDETTO		COOKIES CRACKER NUTS	Each	1
3114	SUNMD CK OAT RSN APP BT SZ	SUN MAID		COOKIES CRACKER NUTS	Each	1
3116	WHEAT THIN TOASTED VEG	NABISCO		CHIPS	Each	1
312	5 GUM	WRIGLEYS		GUM/MINT	Each	1
313	ECLIPSE VARIETY PACK	WRIGLEYS		GUM/MINT	Each	1
314	DENTYNE	WRIGLEYS		GUM/MINT	Each	1
3221	HERRS BABY BACK RIBS CHIPS	HERRS		CHIPS	Each	1
3222	HERRS CREAMY DILL CHIP	HERRS		CHIPS	Each	1
3223	HERRS Cheese Jal. Poppers	HERRS		CHIPS	Each	1
3224	HERRS TEXAS PETE HOT SAUCE	HERRS		CHIPS	Each	1
3305	HERSHEY SPECIAL DARK 139822	HERSHEY		CANDY	Each	1
333	ORBIT VRTY PCK	WRIGLEYS		GUM/MINT	Each	1
352	MISS VICKIES JALAPENO CHIP	FRITO LAY		CHIPS	Each	1
353	CHEETOS CRCHY JALAP CHD	FRITO LAY		CHIPS	Each	1
360	FRITO CHILI CHS.	FRITO LAY		CHIPS	Each	1
370	BAKED LAYS	FRITO LAY		CHIPS	Each	1
371	BAKED LAY SC&O	FRITO LAY		CHIPS	Each	1
380	HOT FRIES	CONAGRA GOLDEN VALLEY		CHIPS	Each	1
4001	VIT H2O-ENERGY	COCA-COLA		WATER	Each	1
4002	VIT H2O- XXX	COCA-COLA		WATER	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
4003	VIT H2O- POWER C	COCA-COLA		WATER	Each	1
4004	VIT H2O- REVIVE	COCA-COLA		WATER	Each	1
4005	VIT H2O- ESSENTIAL	COCA-COLA		WATER	Each	1
401	PORK Rinds Rudolph	ROUDOLPH FOODS		CHIPS	Each	1
402	FRITOS REG.	FRITO LAY		CHIPS	Each	1
403	PORK Rinds Hot Rudolph	ROUDOLPH FOODS		CHIPS	Each	1
404	FLAMIN HOT CHEETOS	FRITO LAY		CHIPS	2 OZ.	64
405	FRITO JALEPENOS SPICY	FRITO LAY		CHIPS	Each	1
408	SAMS FRITO LAY FIESTA VARIETY PK 904700	FRITO LAY		CHIPS	Each	1
409	SAMS FLAMIN' HOT MIX (55272)	FRITO LAY		CHIPS	Each	1
410	DORITOS COOL RANCH	FRITO LAY		CHIPS	Each	1
415	DORITOS NACHO CHEESE	FRITO LAY		CHIPS	Each	1
420	LAYS	FRITO LAY		CHIPS	Each	1
425	LAYS SC&O	FRITO LAY		CHIPS	Each	1
428	LAYS BBQ	FRITO LAY		CHIPS	Each	1
431	RUFFLES CHEDDAR & SC	FRITO LAY		CHIPS	Each	1
436	LAYS Bkd BBQ 44395	FRITO LAY		CHIPS	Each	1
440	CHEETOS CRUNCHY	FRITO LAY		CHIPS	Each	1
441	Lay's Jalapeno Chips	FRITO LAY		CHIPS	Each	1
443	CHEX MIX BOLD/ZESTY	GENERAL MILLS GARDETTO		CHIPS	Each	1

Items

Show: Active Text Filter:

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
445	FUNYUNS	FRITO LAY		CHIPS	Each	1
446	GARDETTOS	GENERAL MILLS GARDETTO		CHIPS	Each	1
451	Popcorn Kettle corn Smrt Food	FRITO LAY		CHIPS	Each	1
452	Popcorn White CheddarSmartFd	FRITO LAY		CHIPS	Each	1
453	Popcorn Jalepeno Ranch SmartFd	FRITO LAY		CHIPS	Each	1
455	SNYDERS MINI PRETZEL	SNYDERS		CHIPS	Each	1
461	ROLD GOLD TINY TWIST	FRITO LAY		CHIPS	Each	1
464	DORITOS Spcy Swt Chili 44379	FRITO LAY		CHIPS	Each	1
467	BUGLE NACHO	GENERAL MILLS GARDETTO		CHIPS	Each	1
468	BUGLES	GENERAL MILLS GARDETTO		CHIPS	Each	1
469	ROLD GLD TINY TWIST PRET	FRITO LAY		CHIPS	Each	1
470	SUNCHIPS HARVEST CHR LSS	FRITO LAY		CHIPS	Each	1
476	MACS PORK SKINS	EVANS FOOD PRODUCTS		CHIPS	Each	1
477	MACS HOT PORK SKINS	EVANS FOOD PRODUCTS		CHIPS	Each	1
506	CHERRY CHEESE DANISH (SAMS) 933550	CLOVERHILL		PASTRY	Each	1
509	BIG TX CINNAMON ROLL(SAMS) 935076	CLOVERHILL		PASTRY	Each	1
515		FRESHLEY		PASTRY	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
	HONEY BUNS (SAMS) 631716					
520	SUGAR DUNUTS (SAMS)	FRESHLEY		PASTRY	Each	1
535	Donut Stix Freshley	FRESHLEY		PASTRY	Each	1
552	CHOC. CUPCAKES (SAMS) 818217	FRESHLEY		PASTRY	Each	1
553	POP TARTS 856858	KELLOG/KEEBLER		PASTRY	Each	1
559	FRESHLEYS APPLE PIE	FRESHLEY		PASTRY	Each	1
568	CRUMB CAKE (SAMS) 410934	PARKSIDE BAKERY		PASTRY	Each	1
577	ACT II 3.5 OZ. 850799	CONAGRA GOLDEN VALLEY		ACT II 3.5 OZ. 850799	Each	1
707	12 OZ. MM PINEAPPLE ORANGE JUICE 7020	COCA-COLA		JUICE - 12 OZ	Each	1
721	20 OZ. ORANGE CRUSH	COCA-COLA		20 OZ. PEPSI PROD.	Each	1
729	20 OZ. MM LEMONADE	COCA-COLA		20 OZ. COKES	Each	1
731	12oz. MM APP JUICE 4780	COCA-COLA		JUICE - 12 OZ	Each	1
784	12 OZ. MM OJ 4782	COCA-COLA		JUICE - 12 OZ	Each	1
786	DASANI	COCA-COLA		WATER	Each	1
787	AQUAFINA	PEPSI		WATER	Each	1
788	DEJA BLUE	DR PEPPER		WATER	Each	1
801	DR. PEPPER	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
802	DIET DR. PEPPER	DR PEPPER		DR. PEPPER PRODUCTS	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
805	RC COLA	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
8071	TWIZZLERS	HERSHEY		CANDY	Each	1
808	CANADA DRY	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
810	7-UP	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
811	DIET 7-UP	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
814	A & W	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
816	BIG RED	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
818	ORANGE SUNKIST	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
825	HAWIIAN PUNCH (DR.P)	DR PEPPER		DR. PEPPER PRODUCTS	Each	1
831	20 OZ. DR. PEPPER	DR PEPPER		20 OZ. DP PROD.	Each	1
832	20 OZ. DIET DR. PEPP	DR PEPPER		20 OZ. DP PROD.	Each	1
838	20 OZ. ORANGE	DR PEPPER		20 OZ. DP PROD.	Each	1
840	20 OZ. 7-UP	DR PEPPER		20 OZ. DP PROD.	Each	1
841	20 OZ. DIET 7-UP	DR PEPPER		20 OZ. DP PROD.	Each	1
844	20 OZ. A & W	DR PEPPER		20 OZ. DP PROD.	Each	1
845	20 OZ RC COLA	DR PEPPER		20 OZ. DP PROD.	Each	1
851	PEPSI	PEPSI		PEPSI PRODUCTS	Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
852	DIET PEPSI	PEPSI		PEPSI PRODUCTS	Each	1
854	MOUNTAIN DEW	PEPSI		PEPSI PRODUCTS	Each	1
855	MUG ROOT BEER	PEPSI		PEPSI PRODUCTS	Each	1
858	HAWIIAN PUNCH	PEPSI		DR. PEPPER PRODUCTS	Each	1
901	CLASSIC COKE	COCA-COLA		COKE PRODUCTS	Each	1
902	DIET COKE	COCA-COLA		COKE PRODUCTS	Each	1
904	CHERRY COKE	COCA-COLA		COKE PRODUCTS	Each	1
905	MR. PIBB	COCA-COLA		COKE PRODUCTS	Each	1
906	SPRITE	COCA-COLA		COKE PRODUCTS	Each	1
907	FANTA STRAWBERRY	COCA-COLA		COKE PRODUCTS	Each	1
908	DIET SPRITE	COCA-COLA		COKE PRODUCTS	Each	1
909	FUZE ICED TEA	COCA-COLA		COKE PRODUCTS	Each	1
910	COKE 32 PK	COCA-COLA		COKE PRODUCTS	Each	1
911	BARQS ROOTBEER	COCA-COLA		COKE PRODUCTS	Each	1
912	DIET COKE 32 PK	COCA-COLA		COKE PRODUCTS	Each	1
913	FANTA ORANGE	COCA-COLA		COKE PRODUCTS	Each	1
914	COKE ZERO	COCA-COLA		COKE PRODUCTS	Each	1
915	CHERRY COKE ZERO	COCA-COLA		COKE PRODUCTS	Each	1
916	DIET BARQS RB	COCA-COLA		COKE PRODUCTS	Each	1
917		COCA-COLA			Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
	12 oz LEMONADE			COKE PRODUCTS		
951	20 OZ. CLASSIC COKE	COCA-COLA		20 OZ. COKES	Each	1
952	20 OZ. DIET COKE	COCA-COLA		20 OZ. COKES	Each	1
954	20 OZ. CHERRY COKE	COCA-COLA		20 OZ. COKES	Each	1
955	20 OZ.MR. PIBB	COCA-COLA		20 OZ. COKES	Each	1
956	20 OZ. SPRITE	COCA-COLA		20 OZ. COKES	Each	1
958	20Oz. FANTA PEACH	COCA-COLA		20 OZ. COKES	Each	1
959	20 OZ FUZE ICED TEA	COCA-COLA		20 OZ. COKES	Each	1
960	20 OZ. BARQS ROOTBR	COCA-COLA		20 OZ. COKES	Each	1
962	20 OZ.MM PNK LEMONAD	COCA-COLA		20 OZ. COKES	Each	1
963	FANTA GRAPE	COCA-COLA		COKE PRODUCTS	Each	1
965	FANTA MANGO 20 OZ	COCA-COLA		20 OZ. COKES	Each	1
966	BARQ RED CREAM SODA 20 OZ	COCA-COLA		20 OZ. COKES	Each	1
967	20 OZ. FANTA STRAWBE	COCA-COLA		20 OZ. COKES	Each	1
968	20 OZ. FANTA ORANGE	COCA-COLA		20 OZ. COKES	Each	1
969	20 OZ COKE ZERO	COCA-COLA		20 OZ. COKES	Each	1
970	20 OZ CHERRY COKE ZERO	COCA-COLA		20 OZ. COKES	Each	1
971	20 OZ FANTA PINEAPP	COCA-COLA		20 OZ. COKES	Each	1
972	20 OZ FANTA GRAPE	COCA-COLA		20 OZ. COKES	Each	1
973		COCA-COLA			Each	1

Item Code	Item	Manufacturer	Supplier (s)	Category	Size	Count
	20 OZ SPRITE ZERO			20 OZ. COKES		
974	20 OZ POW ORANGE	COCA-COLA		SPORTS DRINK	Each	1
977	20OZ POW LEMON LIME	COCA-COLA		SPORTS DRINK	Each	1
978	20 OZ POW FRUIT PUNC	COCA-COLA		SPORTS DRINK	Each	1
980	20 OZ POW MT. BLAST	COCA-COLA		SPORTS DRINK	Each	1
988	20 OZ. MM FRUIT PUNC	COCA-COLA		SPORTS DRINK	Each	1
989	12 OZ RUBY RD GFRT 4784	COCA-COLA		JUICE - 12 OZ	Each	1
990	12 OZ MM CRANGRAPE 4785	COCA-COLA		JUICE - 12 OZ	Each	1
991	12 OZ CRAN AP RSBY 4781	COCA-COLA		JUICE - 12 OZ	Each	1

City of Galveston



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

Staff Report

July 13, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration and Action to Reimburse Port of Galveston \$44,979.00 for the depreciated local share match value associated with the Cruise Ship Shuttle Vehicles.

I. Background

- A. On January 1, 2016, the City and the Wharves executed a new five-year contract to provide Cruise Ship shuttle services.
- B. In January 2016, the City acquired four (4) new transit vehicles to a) support the Cruise Ship Shuttle service and b) to supplement the Island Transit vehicle fleet when not supporting the Port's shuttle service needs. The Port of Galveston paid the original 20% (\$87,000) local share funds utilized to purchase the vehicles. The balance of the funds were federal/state (\$380,000), for a total procurement cost of \$435,000.
- C. Due to operational and personnel constraints, a majority of Island Transit's Cruise Ship shuttle services were operated over the past several years at an overtime rate. Thus, the City was operating the service at a deficit.
- D. In June 2018, the City contacted the Port regarding the current cost impact on the City's Island Transit operating budget. The Port has now agreed to a mutual contract termination for the benefit of all parties, and would move forward with their own private contractor for continued Cruise Ship shuttle parking needs.
- E. Pursuant to Section 3.04 of the 2016 contract, the City is required to reimburse the Port for the remaining depreciated local share match value, which on May 31, 2018 was calculated at \$44,979.
- F. At this time, City Council is thus being requested to approve reimbursement to the Port in the amount of \$44,979, from Fund 1301-Island Transit Capital Reserve.

G. Island Transit will retain these vehicles, which still have significant useful life remaining, for use on the fixed-route system.

II. Current Situation

City Council is requested to consider authorizing the City Manager to reimburse the Port in the amount of \$44,979 from Fund 1301-Island Transit Capital Reserve, for depreciated local share match value associated with the Cruise Ship Shuttle Vehicles.

III. Alternatives in order of priority

A. City Council approves the resolution.

1. Cost – \$44,979
2. Timing – As soon as possible.
3. Divisional Improvements – City provides depreciated local share reimbursement to Port, but retains relatively new vehicles for fixed route usage.

B. City Council does not approve the resolution.

1. Cost – The City would have an outstanding contractual issue with the 2016 City-Wharves Port Shuttle contract.
2. Timing – N/A
3. Divisional Improvements – None

IV. Recommendation

Concur in Alternative A.

V. Fiscal Impact Report

Requested by	Rick Beverlin (or David Smith) Assistant City Manager
Funding Source	Local Share Funding (IT 1301 Capital Reserve)
Savings Estimation	Payment of the \$44,979 for the depreciated local share value is more cost advantageous than continuing operations of the Port Shuttle service, which as a fully burdened cost, has exceeded \$200,000 per year.

VI. Environmental Impact

Continued use of the four (4) subject transit vehicles in the Island Transit fleet for local services will continue to reduce congestion and improves air quality over most single occupant vehicle alternative(s).

Respectfully Submitted,

Rick Beverlin
Assistant City Manager



City of Galveston

June 18, 2018

Mr. Roger Rees, Director
Port of Galveston
123 25th St, Galveston, TX 77550

Re: Island Transit-Port Shuttle Agreement

Dear Mr. Rees: *Roger*

On January 1, 2016 the City and the Wharves began a five year contract for the provision of Port shuttle services for fixed route services. Were the agreement to go for the full term it would expire on December 31, 2020. The operation of the Island Transit in general has been a serious drain on the City Treasury and as part of its efforts to bring a department operating at a serious deficit under control, several cuts have been made to the department. As the overtime costs associated with the Port shuttle operation has outstripped any revenue to the City, continued operation has proven impossible and the City will be unable to fund the operation in its new fiscal year beginning on October 1. As the current contract provides for a 60-day notice for lack of funding, please accept this as that notice.

The City would ask your indulgence, however, to mutually agree to terminate the contract immediately. This should not come as any surprise as we noted in our correspondence of December 2017 the City would seek an early termination of the agreement. It is our understanding the Port shuttle service is now being provided by your contractor ABM.

The City is prepared to make payment to the Wharves for the prorated local share for the vehicles utilized in the shuttle service pursuant to Section 3.04 of the agreement. We have calculated the amount of that local share to be \$44,979 as of May 31, 2018.

Would you please indicate whether the Wharves will agree to an immediate mutually agreed termination of the January 1, 2016 agreement.





City of Galveston

Very truly yours,

Brian Maxwell
City Manager

cc: Daniel J. Buckley, Deputy City Manager
Don Glywasky, City Attorney





• 123 Rosenberg Avenue 8th Floor, Galveston, Texas 77550
• P O Box 328 Galveston, Texas 77553
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• Fax (409) 766-6171 • Website: <http://www.portofgalveston.com>

BOARD OF TRUSTEES OF
THE GALVESTON WHARVES
Benjamin F. Holland Jr., Chairman Emeritus
E. L. "Ted" O'Rourke, Chairman
Albert P. Shannon, Vice Chairman
Leigh Elizabeth Beeton, Trustee
Richard DeVries, Trustee
Todd P. Sullivan, Trustee
Mayor James D. Yarbrough, Trustee

PORT DIRECTOR/CEO
Rodger Rees

June 29, 2018

Brian Maxwell
City Manager
City of Galveston
823 Rosenberg
Galveston, TX 77550

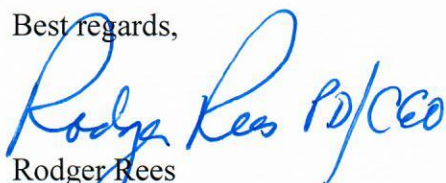
Re: Island Transit-Port Shuttle Agreement
Dated January 1, 2016

Dear Brian,

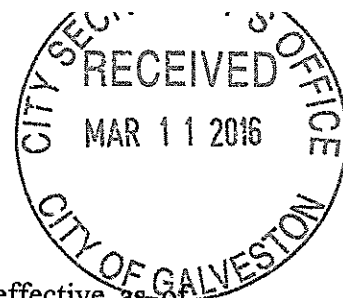
I am in receipt of your letter dated June 18, 2018 in reference to the above topic. As per your staff's request and in accordance with our previous communications we mutually agree to terminate the contract immediately. I understand that the costs associated with the Island Transit service provided to the Port of Galveston (Port) have not met the expectations of the City of Galveston. We accept the amount of \$44,979 as the correctly calculated prorated local share due to the Port.

We appreciate the service that you have provided up to May 31, 2018 and look forward to a continuing successful relationship with the City.

Best regards,


Rodger Rees
Port Director/CEO

cc: Laura Camcioglu, Director of Administration
Peter Simons, Deputy Port Director



INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of January 1st, 2016 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **BOARD OF TRUSTEES OF THE GALVESTON WHARVES** (the "Wharves"), a separate utility of the City of Galveston, Texas, and the **CITY OF GALVESTON, TEXAS** (the "City").

WHEREAS, pursuant to the Act, the City and the Wharves Board are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, the provision of transportation services is a governmental function in which the City and the Wharves are mutually interested;

WHEREAS, the Wharves is an eligible entity under the Act and desires to contract with the City for the provision of transportation services on the terms described herein;

WHEREAS, the Wharves has acquired and may in the future acquire, by lease, purchase or otherwise, certain parking facilities to be utilized in connection with its operations or the operations of its lessees or other Port users, including, without limitation, cruise ships or other passenger vessel;

WHEREAS, the City, through its transportation department, Island Transit, owns and operates a public transportation system;

WHEREAS, Island Transit operates a fixed route service that connects parking facilities to the Port Terminal;

WHEREAS, the City will begin operating Island Transit services from the new Downtown Transit Terminal & Parking Facility by January, 2016;

WHEREAS, the City has recently acquired four (4) new transit vehicles to be used to support Port shuttle services, at a total cost of \$435,000. The twenty (20) percent local share for the vehicle acquisition is \$87,000;

WHEREAS, the Wharves and the City have an agreement to compensate the City for the provision of Port Terminal fixed route services, which terminates in February, 2016;

WHEREAS, the Wharves and the City desire to enter into a new five (5) year agreement for the provision of Port Terminal fixed route services beginning January 1st, 2016, in recognition of the opening of the new Downtown Transit Terminal & Parking facility, and the recent delivery of new transit vehicles;

WHEREAS, the Wharves has requested the City to continue to provide Port Terminal fixed route services and the City has agreed to do so;

APB

WHEREAS, both the Wharves and the City are authorized by law to perform the services as set forth below; and

WHEREAS, the Wharves and the City desire to enter into this Agreement to support Port fixed route services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Wharves and the City agree to the following terms, covenants, and conditions:

ARTICLE 1- GENERAL CONDITIONS

Section 1.01 – Provision of Port Fixed Route Equipment. The City has procured and received delivery of new transit vehicles to be utilized to support Port fixed route services as described in Exhibit A (the “Vehicles”).

Section 1.02 - Operation of Services. The City has agreed to undertake, perform and complete in an expedient satisfactory and proper manner all activities required for the efficient and effective operation of a Port fixed route service. Fixed Route services shall be conducted from the Wharves' parking lots or other locations to be specified by Wharves to the Port Cruise Terminals.

Section 1.03 - Priority of Use. The City shall assign first priority use of the Vehicles listed in Exhibit A to the Port for the provision of Port fixed route service. The City may use any or all of the Vehicles for service in the City fleet when not operating Port fixed route service.

Section 1.04 – Service Route and Schedule. The City will define the route and schedule of operations in consultation with the Wharves. .

Section 1.05 - Customer Service. The City acknowledges that the Vehicles are to be well maintained, neat, and clean at all times. Bus drivers and other City employees working in and around the Port fixed route service shall wear appropriate uniforms. All bus drivers and City employees shall be polite, cordial and well mannered to passengers at all times.

Section 1.06 - Complaints. The Wharves and the City shall continue procedures already established for handling inquires or complaints from passengers, which shall insure a prompt and adequate response to any problems which may arise.

ARTICLE 2 - TERM OF AGREEMENT

Section 2.01 - Commencement and Termination Date. This Agreement is for a term of five (5) years (“Term”), commencing on the Effective Date and terminating on the day before the 5th anniversary of the Effective Date, unless sooner terminated pursuant to the provisions of this Agreement.

ARTICLE 3 - FEES

Section 3.01 - Payment of Fees. The Wharves shall pay all uncontested invoices for the Port fixed route service within 30 days of the date of its receipt of the invoice.

Section 3.02 - Rate. The Wharves shall pay the City an initial rate of \$55 per revenue hour per Vehicle (the "Rate") for shuttle service provided by the City, during the first year of this Agreement. Thereafter, the rate will increase by \$1 dollar per revenue hour as follows:

Year Two)	\$56 per hour
Year Three)	\$57 per hour
Year Four)	\$58 per hour
Year Five)	\$59 per hour

The City and the Wharves hereby stipulate and agree that such amount fairly support the variable cost incurred by the City for services or functions performed under this Agreement. Exhibit B provides an overview of a recently completed financial review of Island Transit operating variable cost per hour.

Section 3.03 - Payment of Fees from Current Revenues. The Wharves and the City agree that any payment by Wharves for the performance of services detailed in this Agreement shall be made from current revenues available to the paying party and be subject to the availability of budgeted funds on an annual basis. Both parties shall use best efforts to budget sufficient funds to carry out their respective purposes hereunder. Each party reserves the right, at its option, to terminate this Agreement at the end of each budget year of the respective entity upon 60 days written notice in accordance with this Section in the event that budgeted funds are not available despite the best efforts of the applicable party.

Section 3.04 - Payment of Transit Vehicle Capital Local Share. The Wharves agrees to compensate the City in the amount of \$87,000 representing the local share for the City's purchase of four (4) new transit vehicles to serve the Port fixed route service. This compensation will be used to support the Island Transit FY 2016 budget. The Wharves agrees to provide the local share within sixty (60) days of execution of this Agreement. The Wharves will have a 20% equitable interest in the value of the transit vehicles identified in Exhibit A for the five (5) year duration of this Agreement. In no event will the City be required to reimburse the Wharves any portion of the local share amount for the Vehicles in the event of a termination of this Agreement by the Wharves prior to the five (5) year expiration date.

ARTICLE 4 - OPERATION AND REPAIRS

Section 4.01 - Operation and Repairs. The City, at its own cost and expense and at all times during the Term, agrees to operate, repair and maintain the Vehicles and provide Port fixed route services. The City shall perform said services in such a manner as to insure the Vehicles are in good repair and meet all applicable safety standards and all laws, regulations, rules, ordinances or grant conditions applicable to the Vehicles and their operations, including without

APB

limitation the Americans with Disabilities Act of 1990, as amended. The City shall promptly perform all repairs and maintenance required by this Section.

Section 4.02 - Failure to Repair. If the City fails to repair or maintain the Vehicles as required by this Article, the Wharves will notify the City and the City will have thirty (30) days to may make the repairs or cause them to be made. Should the City fail to repair or maintain the Vehicles after thirty (30) days, the Wharves may make the repairs and the City shall reimburse Wharves for all costs incurred, within fifteen (15) days of receipt of evidence from the Wharves of the repairs which have been completed.

Section 4.03 - Additional Vehicles. The City shall use its best efforts to provide additional suitable vehicles to the extent that the Vehicles provided under this Agreement are not adequate or one or more of the Vehicles are being repaired or otherwise unavailable for reasons beyond the control of the City.

Section 4.04 - Permits, Certificates, etc. The City shall obtain, at its expense; and maintain all permits, certifications, licenses, and approvals required for its activities connected with the operation of the Vehicles and the Port fixed route service.

ARTICLE 5 - CONSTRUCTION BY THE WHARVES

Section 5.01 - General Conditions. The Wharves shall own and be responsible for any and all construction of improvements, alterations and replacements of pavements, terminals or stops for the use of the Vehicles for the Wharves' purposes, as it shall deem appropriate.

Section 5.02 - Governmental Approvals. The Wharves shall, at its expense, obtain and maintain all licenses, permits and approvals required for its activities under this Article.

ARTICLE 6-INSURANCE AND INDEMNIFICATION

Section 6.01 - Commercial General Liability Insurance. The City shall maintain commercial general liability insurance covering the Wharves and the City for liability for property damage, bodily injury, personal injury and death. The insurance provided under this Section shall be in the amount of not less than \$2,000,000 per occurrence for property damage and not less than \$2,000,000 per occurrence for personal injury, bodily injury or death. This insurance shall protect against liability to any employees or servants of the City and to any other person or persons whose property damage, personal injury or death arises out of or in connection with the use, or condition of the Vehicles, and shall include (i) coverage for operations, including completed operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of the City under the terms of this Agreement. Such policy shall name the Wharves as an additional insured.

Section 6.02 - Workers Compensation. The City shall maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws. The limit of liability for such coverage shall at least meet applicable statutory requirements. Additionally,

DPB

each policy shall contain an endorsement waiving all rights of subrogation against the Wharves, and its agents and employees.

Section 6.03 - Employer's Liability. The City shall maintain employer's liability insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury or death to any employee of the City who may bring a claim outside the scope of the Texas Workers Compensation laws or federal acts applicable to the City's operation of the Vehicles. Additionally, each policy shall contain an endorsement waiving all rights of subrogation against the Wharves, and its agents and employees.

Section 6.04 - Automobile Liability Insurance. The City shall maintain automobile liability insurance coverage on the Vehicles in the minimum amount of \$2,000,000 combined single limit coverage per occurrence. The automobile liability coverage shall name the Wharves as an additional insured. Additionally, each policy shall contain an endorsement waiving all rights of subrogation against the Wharves, and its agents and employees.

Section 6.05 - Automobile Property Damage Insurance. The City shall maintain automobile property damage insurance on the Vehicles to the extent of their actual value. Any insurance proceeds from damage and/or loss, will be applied to the purchase of a replacement vehicle, unless otherwise agreed upon by the parties to this Agreement.

Section 6.06 - Waiver of Subrogation. The Wharves and the City agree to waive any and all rights of recovery, claims, actions or causes of action against the other, its respective agents, officers and employees for any injury, death, loss or damage that may occur to persons or to the Vehicles, or any personal property of such party on the Vehicles, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause that is insured under the insurance policy or policies that either party is required to provide or maintain under this Agreement, to the extent and only to the extent of any proceeds actually received by the Wharves or the City, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its respective agents, officers or employees, and each party covenants that no insurer will hold any right of subrogation against the other.

Section 6.07 - Insurance Requirements. The phrase "Required Policy" means each policy of insurance required to be maintained by the City under the terms of this Agreement. Each Required Policy shall be written by a company satisfactory to the Wharves, but in all events by a company with an A.M. Best Company financial rating of not less than A: XII (or a similar rating by a comparable service selected by the Wharves should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. Notwithstanding the foregoing, the City may secure insurance coverage with the Texas Municipal League. All Required Policies may contain a deductible of not more than \$5,000. Such policies shall be endorsed so as to require 30 days prior written notice to the Wharves in the event of cancellation, material change or intent not to renew. The City shall deliver to the Wharves a certificate of insurance for any Required Policy no later than the Effective Date. The required evidence of coverage shall always be deposited with the Wharves. If the City fails to do so, the Wharves shall notify the City in writing and provide the City thirty

APD

(30) days to remedy "evidence of coverage" prior to the City being considered in default. If "evidence of coverage is not provided to the Wharves within thirty (30) days after written notification by the Wharves to the City, such failure may be treated by the Wharves as a default by the City and the Wharves, in addition to any other remedy under this Agreement, may purchase and maintain such Required Policy and the City shall immediately reimburse the Wharves for any premiums paid or costs incurred by the Wharves in providing such insurance.

Section 6.08 - Indemnity Requirements for The Wharves. FOR CONSIDERATION PAID and to the extent permitted by law, the Wharves 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 from the acts or omissions of the Wharves or acts or omissions of others under the Wharves' supervision or control arising out of the use of the Vehicles.

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 Wharves timely notice of such claim, dispute or notice. Thereafter, to the extent allowed by law, the Wharves 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.

If the Wharves should fail to so successfully defend, the City may defend, pay or settle the claim or other cause of action with full rights of recourse against the Wharves for any and all fees, costs, expenses, and payments, including but not limited to attorney's fees and settlement payments, made or agreed to be paid in order to discharge the claim, cause of action, dispute or litigation, to the extent allowed by law.

Section 6.09 - Indemnity Requirements for City. FOR CONSIDERATION RECEIVED and to the extent permitted by law, the City agrees to indemnify, save, and hold harmless the Wharves, 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 from the acts or omissions of the City or acts or omissions of others under the City's supervision or control arising out of the operation of the Vehicles and the Port fixed route service.

In the event of any cause of action or claim asserted by a party to this Agreement or any third party, the Wharves will provide the City timely notice of such claim, dispute or notice. Thereafter, to the extent allowed by law, the City shall at its own expense, faithfully and completely defend and protect the Wharves against any and all liabilities arising from this claim, cause of action or notice.

If the City should fail to so successfully defend, the Wharves may defend, pay or settle the claim or other cause of action with full rights of recourse against the City for any and all fees, costs, expenses, and payments, including but not limited to attorney's fees and settlement payments, made or agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation, to the extent allowed by law.

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ARTICLE 7- DEFAULT AND REMEDIES

Section 7.01 - Event of Default. Each party reserves the right, at its option, to terminate this Agreement for cause, in the event of a default or breach of this Agreement (an "Event of Default") by the other party, by giving the other party 60 days written notice of such default or breach provided the other party has not cured such default or breach within the 60 day period.

Section 7.02 - Mitigation. The non-defaulting party has a duty to mitigate damages upon the occurrence of an Event of Default.

Section 7.03 - Payment by the Defaulting Party. Upon any Event of Default, the defaulting party shall pay to the non-defaulting party all costs incurred by the non-defaulting party (including court costs and reasonable attorneys' fees and expenses) in performing the defaulting party's obligations that the defaulting party failed to perform, and enforcing, or advising of its rights, remedies, and recourses arising out of the Event of Default.

Section 7.04 - Other Remedies. All rights, options, and remedies of each party contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and non-defaulting party shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement.

ARTICLE 8 - LIABILITY

Section 8.01 - No Personal Liability of The Wharves. To the extent allowed by law, the Wharves' officers, agents and employees and the Trustees of the Wharves, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 8.02 - No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE 9 - MISCELLANEOUS

Section 9.01 - Right of Entry and Inspection. The City will permit the Wharves or the Wharves' agents, representatives, or employees to enter and inspect the Vehicles at reasonable times and upon having given the City reasonable notice of the inspection.

Section 9.02 - Force Majeure. Except for the Wharves' obligation to pay fees and the City's obligation to obtain insurance as required in this Agreement, the Wharves and the City are excused from performing any of their respective duties, obligations or undertakings under this Agreement in the event and so long as the performance of such duty, obligation or undertaking is prevented, delayed, retarded or hindered by an Act of God, epidemic, fire, hurricane, 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

APD

dissimilar to the foregoing, not within the reasonable control of the party in question. Either party entitled to such extension hereunder will give prompt written notice to the other party as soon as possible after the occurrence causing such delay asserting its claim of right to such extension and the reasons therefore.

Section 9.03 - No Waiver. No waiver by either party of any default or breach of any covenant, condition, or stipulation contained in this Agreement is a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this Agreement.

Section 9.04 - Laws. The parties hereto agree to abide with all applicable City Charter provisions, laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 9.05 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery. Wharves' address is Shearn Moody Plaza, 8th Floor, 123 25th Street, Suite 100, Galveston, Texas 77550 (for U. S. Mail), or 123 Rosenberg, 8th Floor, Galveston, Texas 77550 (express or overnight mail), or (409)766-6171 (for facsimile transmissions), in any case to the attention of the Port Director. The City's address is 823 Rosenberg Avenue, Galveston, Texas 77553 (for U. S. Mail, express or overnight mail), or (409) 797-3521 for facsimile transmissions), in any case to the attention of the City Manager.

Section 9.06 - Parties Bound. This Agreement is binding upon and inures to the benefit of the parties hereto. Any assignment and/or transfer of this agreement to other entities or successors in interest must have the specific written permission of each respective party.

Section 9.07 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 9.08 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 9.09 - Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties with respect thereto.

Section 9.10 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by Wharves and the City or their successors and permitted assigns.

APB

Section 9.11 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 9.12 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 9.13 - Time is of the Essence. Time is of the essence in this Agreement.

Section 9.14 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Section 9.15 - Discrimination. In connection with its use of the Vehicles and the operation of the shuttle system, neither party shall discriminate against any person, employee, or applicant for employment because of race, gender, religion, color, or national origin.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

WHARVES

BOARD OF TRUSTEES OF
THE GALVESTON WHARVES

By: Mike Mierzwa
Mike Mierzwa, Port Director

Approved, as to form:

[Signature]
Counsel to the Board of Trustees
of the Galveston Wharves

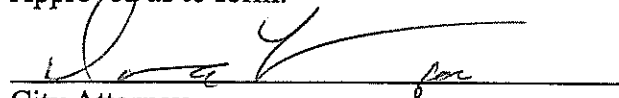
CITY

CITY OF GALVESTON, TEXAS

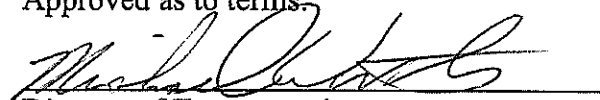
By: Brian Maxwell
Brian Maxwell
City Manager

APB

Approved as to form:


City Attorney

Approved as to terms:


Director of Transportation

SCHEDULE OF EXHIBITS

Exhibit A - Description of Vehicles [Section 1.01]

Exhibit B - FY2016 Variable Cost Estimate [Section 3.02]

Exhibit A

Description of Vehicles

Vehicle Description

Vehicle Identification Number

2015 Ford E-550

1FDAF5GTOFEC83314

2015 Ford E-550

1FDAF5GT2FEC83315

2015 Ford E-550

1FDAF5GT6FEC83317

2015 Ford E-550

1FDAF5GT8FEC83321

Exhibit B – FY2016 Variable Cost Estimate

	Variable Cost per Revenue Hour	FY2016 Budget Variable Cost
Variable Cost	\$63.24	\$4,284,995
Salary & Wages	\$33.72	\$2,284,528
Fringe Benefit	\$11.77	\$797,728
Material & Supplies	\$14.75	\$999,187
Contract Services	\$0.79	\$53,257
Insurance	\$2.22	\$150,295
Revenue Hours	67,755	

ADA



McLeod, Alexander, Powel & Appfel, P.C.

Douglas W. Poole
Michael B. Hughes
James B. Galbraith
J.D. Bashline
Anthony P. Brown
David P. Salyer
David E. Cowen
Genevieve Bacak McGarvey
Bryan R. Lasswell
John V. Rabel
Lyle Courtney
April V. Marburger
Chris King

Galveston Office

802 Rosenberg
P.O. Box 629
Galveston, Texas 77553
(409) 763-2481 or (281) 488-7150
Fax: (409) 762-1155

Houston Office

Three Post Oak Central
1990 Post Oak Blvd., Ste. 270
Houston, Texas 77056
(713) 651-0881
Fax: (713) 651-0882

www.mapalaw.com

James Hewitt
Jocelyn A. Holland
Amanda D. Wright

Of Counsel:
Fredrick J. Bradford

V.W. McLeod (1914-1977)
Ervin A. Appfel, Jr. (1929-2015)
Robert W. Alexander (Retired)
Benjamin R. Powel (Retired)

Writer's Direct
No.
(409) 795-2022

January 20, 2016

Re: Interlocal Contract (Island Transit)

Mr. Donald Glywasky
Interim City Attorney
City of Galveston
823 Rosenberg
Galveston, Texas 77553

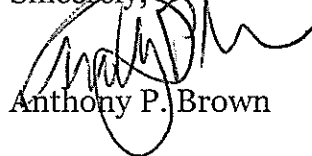
Via Hand Delivery

Dear Don:

Attached please find a copy of the fully executed Interlocal Contract between the City of Galveston and the Board of Trustees of the Galveston Wharves relating to the above referenced matter, for the City's file.

Thank you for your attention to this matter.

Sincerely,



Anthony P. Brown

APB/ger
Attachment

cc/ letter only:
Mr. Michael Mierzwa, Port Director
Port of Galveston
P. O. Box 328
Galveston, Texas 77553

PORT STATS									
Fiscal Year	2010	2011	2012	2013	2014	2015	2016	2017	2018
RIDERSHIP	109,213	100,981	112,353	121,872	128,458	151,654	142,715	141,799	179,097
TOTAL MILES	13,872	13,345	12,487	14,287	16,000	14,378	17,556	16,749	22,464
Cost/Mile (Maint OH, Fuel, Parts)	1.244	1.452	1.507	1.426	1.538	1.439	1.443	2.16	2.16
Cost/Rider (not including driver)	\$ 0.16	\$ 0.19	\$ 0.17	\$ 0.17	\$ 0.19	\$ 0.14	\$ 0.18	\$ 0.26	\$ 0.27
TOTAL COST/RIDER	\$ 17,256.77	\$ 19,376.94	\$ 18,817.91	\$ 20,373.26	\$ 24,608.00	\$ 20,689.94	\$ 25,333.31	\$ 36,177.84	\$ 48,522.24
Time (In Hrs)	2,560	2,472	2,220	2,570	2,873	2,923	3,412	3,325	4,476
Driver Cost (\$34.86/HR)	\$ 89,241.60	\$ 86,173.92	\$ 77,389.20	\$ 89,590.20	\$ 100,152.78	\$ 101,895.78	\$ 118,942.32	\$ 115,909.50	\$ 156,033.36
Admin & Support	\$ 117,259.42	\$ 120,159.53	\$ 115,274.18	\$ 123,066.89	\$ 126,638.61	\$ 158,591.94	\$ 238,789.20	\$ 114,200.00	\$ 171,306.08
Depreciation	\$ 75,451.74	\$ 75,451.74	\$ 75,451.74	\$ 75,451.74	\$ 75,451.74	\$ 75,451.74	\$ 75,451.74	\$ 75,451.74	\$ 75,451.74
TOTAL COST PORT	\$ 299,209.53	\$ 301,162.13	\$ 286,933.03	\$ 308,482.09	\$ 326,851.13	\$ 356,629.40	\$ 458,516.57	\$ 341,739.08	\$ 451,313.42
FULL COST/RIDER	\$ 2.74	\$ 2.98	\$ 2.55	\$ 2.53	\$ 2.54	\$ 2.35	\$ 3.21	\$ 2.41	\$ 2.52
Revenue Received	\$ 95,836.00	\$ 103,599.15	\$ 102,054.41	\$ 120,493.97	\$ 164,001.44	\$ 152,631.18	\$ 173,836.75	\$ 183,055.00	\$ 230,202.00

Gain/Loss

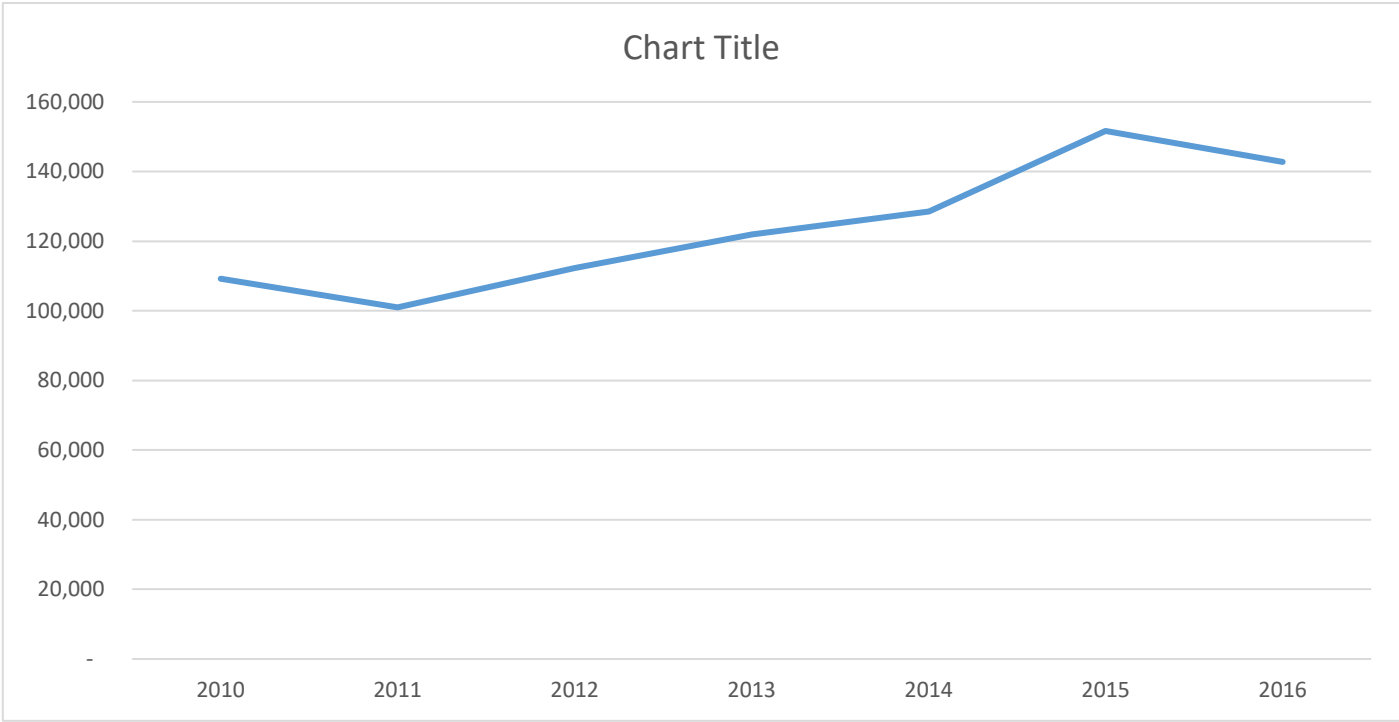
(\$203,373.53)(\$197,562.98)(\$184,878.62)(\$187,988.12)(\$162,849.69)(\$203,998.22)(\$284,679.82)(\$158,684.08)(\$221,111.42)

\$65.81 Amount to add to regain losses from FY16 & 17

\$166.64 Amount to charge/hr in FY18 to get us even

\$ 57.00 What we are charging in FY18

***Port Operated 100% on OT



(\$664,475.32)

<u>ID#</u>	<u>VIN</u>	<u>ORIG FED</u>	<u>ORIG LOCAL</u>	<u>CURRENT FED</u>	<u>CURRENT LOCAL</u>
IV1520	1FDAF5GT0FEC83314	\$ 87,000.00	\$ 21,750.00	\$ 45,501.00	\$ 11,375.25
IV1522	1FDAF5GT2FEC83315	\$ 87,000.00	\$ 21,750.00	\$ 45,501.00	\$ 11,375.25
IV1524	1FDAF5GT6FEC83317	\$ 87,000.00	\$ 21,750.00	\$ 45,501.00	\$ 11,375.25
IV1525	1FDAF5GT8FEC83321	\$ 87,000.00	\$ 21,750.00	\$ 45,501.00	\$ 11,375.25
		\$ 348,000.00	\$ 87,000.00	\$ 182,004.00	\$ 45,501.00
		\$	435,000.00	\$	227,505.00

* 5 Year (60 months) contract

** Jan 1, 2016 - Dec 31, 2021

***5/20/2018 Will Be the 28.645 Month Mark out of 60

****47.7% of Useful Life Will Have Been Used by 5/31

***** 52.3% Will Be Remaining As Of 5/31/2018

As of 5/20/2018

City of Galveston



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

To: Honorable Mayor and City Council City of Galveston
Brian Maxwell, City Manager

From: Robert Simmons – Risk Manager

RE: Consider for approval the purchase of eleven (11) Motorola handheld radios for use by the City Marshall and Code Enforcement divisions, in an amount not to exceed \$26,000.00

I. Background

- A. The City of Galveston currently uses Motorola radios for its communication requirements. This includes Police, Fire, Island Transit, Public Works and Administrative divisions.
- B. The radios operate on a digital system built and maintained by the Galveston County Emergency Communications District.
- C. All City departments transitioned to the new digital system in December 2015

II. Current Situation

- A. The Code Enforcement division had continued to use out dated digital, non TDMA radios which have now become a burden on the digital system.
- B. The outdated radios had a limited capacity but are now being phased out for TDMA capable radios.
- C. The digital APX series radios are being purchased through a HGAC cooperative purchase agreement. HGAC Contract # RA05-15

III. Issues

- A. Consider for approval, the purchase of the Motorola TDMA capable radios for use on the Galveston and Harris County digital radio systems.

IV. Alternatives in order of priority

- A. Approve the purchase.
- B. Do not approve the purchase.

V. Recommendation

Concur with Alternative A.

VI. Fiscal Impact Report

Requested by: Robert Simmons – Risk Manager

Funding Source:

0100-631481-522057-433100 \$23,665.00

0100-261000-522057-423800 \$ 2,335.00

Additional Information: N/A

Respectfully Submitted,

Robert Simmons
Risk Manager

Approved,

Brain Maxwell
City Manager

The City of Galveston

Proposal for: City of Galveston
 Contract: H-GAC RA05-15
 Date: July 10, 2018

APX 4000 Portable 7/800MHz

Add-On APX's

1	11	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	1	\$	2,103.17	\$	23,134.87
1a	11	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING	1	incl			
			ADD: ADVANCED SYSTEM KEY - HARDWARE KEY					
1b	11	QA01648	01A7	1	incl			
1c	11	QA00580	ADD: TDMA OPERATION	1	incl			
1d	11	G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	incl			
1e	11	Q947	ADD: RADIO PACKET DATA	1	incl			
1f	11	QA01767	ADD: LINK LAYER RADIO AUTHENTICATION	1	incl			
1g	11	Q887	ADD: 5 YEAR SERVICE FROM THE START LITE	1	\$	108.00	\$	1,188.00

Accessories

2	11	WPLN4232A	SINGLE UNIT CHARGER APX IMPRESS	1	\$	51.94	\$	571.31
3	11	PMMN4084A	REMOTE SPEAKER MIC, NOISE CANCELLING (NO ANT	1	\$	71.25	\$	783.75
4	0	NNTN8128AR	SPARE BATTERY FOR APX 4000	0	\$	75.00	\$	-
							\$	25,677.93

Note: The pricing is for budgetary purposes only. The pricing is H-GAC and/or DIR pricing and terms and conditions apply for the referenced contract.



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:



BIDS



PROPOSALS

INVITATION No.: **RA05-15**

ISSUE DATE: **Jan 15, 2015**

CATEGORY: **Radio Communication/Emergency Response & Mobile Interoperability Equipment**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Nov 13, 2014
PRE-BID/PROPOSAL CONFERENCE:	Dec 18, 2014 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Jan 15, 2015
BID/PROPOSAL RESPONSES DUE:	Feb 19, 2015 @1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Feb 19, 2015 @2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	Apr 21, 2015
CONTRACT START DATE & TERM:	May 1, 2015 thru Apr 30, 2018
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Bill Burton	Phone: 832-681-2514 E-mail: wburton@h-gac.com

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** FORMS (Final)

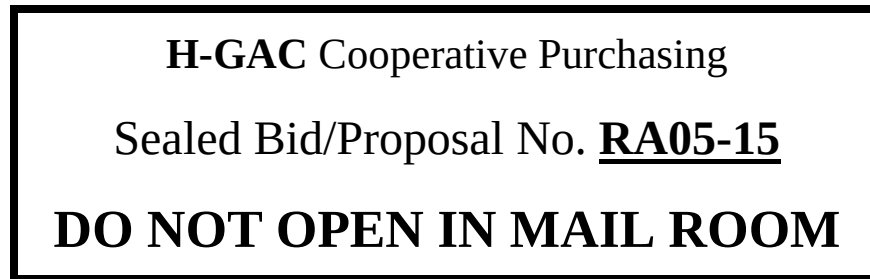
SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

INVITATION No. RA05-15

DESCRIPTION: Radio Communication/Emergency Response & Mobile Interoperability Equipment

TABLE OF CONTENTS

1. INTRODUCTION	2
2. DEFINITIONS, ABBREVIATIONS & ACRONYMS	2
3. NON-BINDING ORAL COMMENTS	4
4. STRUCTURE OF RESPONSE	4
5. BASIC REQUIREMENTS & CONDITIONS.....	4
6. OFFEROR'S AUTHORIZED SIGNATORY	5
7. SURETY FOR INSURANCE	5
8. CONFIDENTIAL / PROPRIETARY MATERIALS	6
9. REFERENCES	6
10. INSURANCE	6
11. OFFEROR CERTIFICATIONS.....	6
12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION	7
13. NON-RESIDENT RECIPROCAL SALES ACT	7
14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING.....	8
15. INTENT AND SCOPE OF SPECIFICATIONS	8
16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS.....	8
17. PRODUCT CODES	8
18. SPECIFIC DESCRIPTIVE REFERENCES.....	9
19. MANUALS	9
20. STANDARD FEATURES & OPTIONS	9
21. WARRANTIES, SALES & SERVICE	10
22. H-GAC ORDER PROCESSING CHARGE	10
23. PRE-PAYMENTS AND DISCOUNTS	10
24. INSPECTION / TESTING	11
25. PRODUCT DELIVERY.....	11
26. OFFERED PRODUCT ITEM VARIANCES	11
27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE.....	11
28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS.....	13
29. INCONSISTENT INFORMATION.....	13
30. REJECTION OF RESPONSES.....	13
31. WITHDRAWAL OR MODIFICATION OF RESPONSES	13
32. RESPONSE EVALUATION	14
33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD	14
34. AWARD OF CONTRACT	14
35. PRO-FORMA CONTRACT	14
36. CONTRACT TERM	14
37. PERFORMANCE & PAYMENT BOND.....	14

38.	CHANGE ORDERS.....	15
39.	DUPLICATION OF TERMS OR STATEMENTS.....	15
40.	PUBLICITY	15
41.	TAXES	15
42.	DRUG FREE WORKPLACE	15
43.	PRODUCT NOTICES & MAILINGS	15
44.	HANDLING OF ORDERS & PAYMENTS.....	15
45.	PRICE CHANGES.....	16
46.	CONTRACT ITEM CHANGES	17
47.	FORCE MAJEURE.....	17
48.	PERFORMANCE UNDER CONTRACT	17
49.	IMPLEMENTATION OF INTERNET BASED E-COMMERCE	18
50.	CONTRACTOR ORIENTATION/TRAINING	18
51.	LEGAL & CONTRACTUAL REMEDIES	18
52.	NATIONWIDE SALES OPPORTUNITIES.....	19

1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. **E**nvironmental **P**rotection **A**gency
FAA = Federal Aviation Administration
FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards
H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety **A**nd **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ailroad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall **ONLY** be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
- Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public 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 statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
 - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
 - b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.
- m. **First Section:**
- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
 - **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
 - References, formatted as described elsewhere herein.
 - Service Organization Document, formatted as described elsewhere herein.
- Second Section:**
- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
 - **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- Third Section:**
- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.
 - Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
 - **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st** The contract document signed by **H-GAC** and **Offeror**.
 - 2nd** This Invitation and all specifications referenced herein.
 - 3rd** **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by H-GAC.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is **NOT** the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the**

case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSeXcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- | | |
|--|--|
| • Contract information | • Product and option item catalog listings |
| • Procurement schedules | • End User & Contractor information |
| • Response requirements & specifications | |

Functions

- | | |
|--|-----------------------------|
| • End User product inquiries | • Shipping/Delivery notices |
| • Product configuration and price quotes | • Invoice generation |
| • Purchase Orders and Confirmations | • Payment remittances, etc. |

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC's** offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A GENERAL TERMS & CONDITIONS
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SECTION B – PRODUCT SPECIFIC REQUIREMENTS
For
Radio Communication/Emergency Response & Mobile Interoperability Equipment

Table of Contents

Sub-Section	Page
BACKGROUND & PURPOSE:.....	1
SCOPE OF OFFERINGS:	2
H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:	2
PRODUCT CODES.....	3
PRODUCT CATEGORIES.....	4
STRUCTURE OF RESPONSE AND REQUIRED INFORMATION:.....	5
<u>SEGMENT A. PRODUCTS & PRICING</u>	5
<u>SEGMENT B. REFERENCES</u>	6
<u>SEGMENT C. GEOGRAPHIC AREAS SERVED</u>	6
<u>SEGMENT D. SERVICE FACILITIES & PERSONNEL</u>	6
<u>SEGMENT E. CUSTOMER CONTRACT/AGREEMENT DOCUMENTS</u>	7
EVALUATION OF PROPOSALS:.....	7
CONTRACT AWARDS.....	7
SUBCONTRACTORS:	7
INSTALLATION AND SERVICE REQUIREMENTS:.....	7
TRAINING:	8
WARRANTY, SERVICE AND MAINTENANCE:	8

BACKGROUND & PURPOSE:

The Houston-Galveston Area Council (**H-GAC**) is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 4500 local government Participants (End Users) which including cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program so long as their state law allows. There is also no cost to join and become a member of the **H-GAC** Cooperative Purchasing Program.

H-GAC is soliciting Proposals for selecting qualified manufacturers, distributors, installers and service providers of **Public Safety Radio Communication Equipment / Emergency Response Command & Control Equipment / Mobile Command Interoperable Communications Equipment and Services / Integration Services / Broadband Solutions** to make these types of products and services available to all current and future Participants in our Cooperative Purchasing Program. Participants in our Program may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. A comprehensive catalog or price list of components or services, related to each submitted proposal shall be priced and included in the proposal. This shall also be provided in an electronic format. Discounts, if applicable, shall be clearly shown on **Form E** for ease of evaluation and clarity to End Users. Proposer must have the ability to effectively sell and service to all **H-GAC** Participants.

The **H-GAC** Cooperative Purchasing Program was established to provide purchasing services to local governments in the State of Texas, and that remains **H-GAC's** primary focus. However, the Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for **H-GAC** to provide these products and services to local governments in other states as well. With that authority, **H-GAC** wishes to make contracted products and services

available to out-of-state governments and or political entities, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded for the supply of Products or Services to End Users in Texas, the Contractor is expected to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following;

- **H-GAC** will not make separate awards for any particular Product or Service, for sales in Texas and for sales outside the state of Texas.
- For all Product and Service items, Contractor must submit a fee rate, which will be valid for products and services to Texas End Users and End Users in other states as well. A Contractor's decision regarding whether or not to market services outside the State of Texas may influence or have a bearing on **H-GAC's** evaluation of Contractors responses and any subsequent contract(s).

Proposer shall be able to demonstrate in the response to this RFP how sales, service, training and support will be provided and achieved throughout the State of Texas. All sales offices and support centers should be identified, including the number and type of employees at each. The organizational structure of Proposer, in regards to these issues, should also be identified. Governmental references, including contact and contact information shall also be provided as part of this RFP. Proposer shall also demonstrate in the response how sales, service, training and support will be provided and achieved for out-of-state End Users utilizing the Cooperative Purchasing Program.

SCOPE OF OFFERINGS:

H-GAC's expectation is to receive proposals, and subsequently to establish blanket contracts, for a comprehensive range of **Public Safety Radio Communication Equipment / Emergency Response Command & Control Equipment / Mobile Command Interoperable Communications Equipment and Services / Integration Services / Broadband Solutions** to offer Participants in our Cooperative Purchasing Program. In that regard, **Proposer is expected to provide a complete offering of available products for routine general acquisitions and installation of stated equipment, to include installation services, training and maintenance.**

It is the objective of this Proposal to solicit responses from several Manufacturers and its Dealers and Distributors to award contracts to those Proposers that meet or exceed the expectations laid out in this RFP. It is the sole discretion of H-GAC and its staff to be able to award multiple contracts under the same Base Product Codes.

This Proposal is divided into **four (4)** separate but related categories, for ease of evaluation and proposal responses. Proposer is advised to offer a wide array, or catalog, of products within each product category listed below. When submitting a response, Proposer may choose to give a response on any of the categories or all. No additional weighted value will be given to a proposer who responds to more than one or all categories listed.

H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:

As described in Section A (Sub-section 22), for each purchase order processed under an awarded contract, **H-GAC** will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. **Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied.**

It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Competitive Pricing:

By submission of a response, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.

Procurement Process:

- The procurement process operates as follows: End User/Buyer contacts Contractor and discusses requirements.
- Contractor prepares an H-GAC Contract Pricing Quote and provides this to the prospective Buyer.
- When the Contractor and the End User agree, the Buyer sends a purchase order for the Products or services to Contractor, and faxes a copy to H-GAC along with the Contract Pricing Worksheet.
- Contractor delivers the ordered products or services and invoices Buyer.
- Buyer pays Contractor for products(s) received and accepted.
- Contractor provides quarterly report of all completed sales which includes names and location of buyer's dates, purchase amounts and administrative fee.
- H-GAC will invoice the Contractor for the Administrative Fee due.
- Contractor remits administrative fee to H-GAC.

PRODUCT CODES

For purposes of this invitation and any subsequent contract, all systems shall be identified using a descriptive two (2) character alpha product code. The first character of the code will identify the Manufacturer (see below), the second the Product Category (A, B, C or D). ***Proposer shall price the product code(s) of their choice and make reference to this code(s) on HGAC proposal Forms (D & E).***

Note: Your product must be pre-listed/approved on the chart below in order to participate in this proposal.

Example – Motorola Solutions Radio Communication Equipment & Services would be designated “OA”

A	Alcatel-Lucent
B	AVL Technologies
C	Bearcom Operating L.L.C
D	Clearcom Communications
E	Communications Applied Technology
F	Daniels Electronics
G	E. F. Johnson
H	Harris Communications
I	Hytera America
J	Icom America
K	Intrado
L	JPS Communications/Raytheon
M	Kenwood
N	Midland Radio
O	Motorola Solutions
P	Network Innovations
Q	ODN, Inc.
R	Positron
S	Relm Wireless
T	Radio Systems International
U	Science Applications International (SAIC)
V	Solaris Technologies
W	Tait Radio Communications
X	Sepura
Y	UltraLife Communication Systems
Z	Utility
AA	Vertex Standard

PRODUCT CATEGORIES (for Public Safety voice; data; video)**The H-GAC Product Categories covered by this Invitation include:****A. Radio Communication Equipment & Services**

Including Receivers/Pagers; Land Mobile Radios and Accessories; Base Stations and Accessories; Communication Control Console Systems; Portable Radios and Accessories; Radio Trunking Systems; Towers; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband and LTE; Networking including System-wide and local Interoperability Solutions; Biometric Applications.

B. Emergency Response Command and Control Equipment & Services

This Proposal establishes pricing for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by participants in the H-GAC Cooperative Purchasing Program (End Users). Actual operators of the equipment will be “first-on-the-scene” emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.

C. Mobile Command Interoperable Communication Equipment & Services

This proposal establishes pricing for systems and equipment for voice, data and video communication interoperable for mobile command systems. Since this is a mobile system, vehicles or trailers for mounting portable equipment should be priced on **Forms D/E** or may be procured off separate contracts. Access to wide area network will be via satellite, optional wireless (WiFi) optional video network interfacing, optional networking and gateway interfaces, and cellular data networks. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident command Systems (ICS) as applicable. H-GAC reserves the right to accept only proposals of interoperable equipment for compatibility, flexibility and uniformity reasons.

D. Integration of Services

This category was added to describe the types of services that Proposer may choose to offer our End Users in order to integrate the various products offered in Categories A, B and C into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by Proposer in the other Categories. These services may include support to system design, installation integration, testing, training, obtaining certifications...etc. Proposer may bid integration services for products from any or all of the Categories, but may not exclude a specific product or manufacturer within a Category for which Proposer is supplying a proposal.

Note: Contractor will be responsible for all costs associated with Interoperability Testing (IOT) for all purchased equipment ensuring Multi-Vendor Integration compatibility. Additionally, vendor must demonstrate participation in any testing program required by FCC rules if applicable at time purchase order is issued.

a. The services may be offered as Time & Materials (T&M) labor rates, with minimum quantities and blocks of time specified by Proposer, or as fixed-price packages, or the Proposer may propose other methods of their choosing. Proposer may offer the same rates for services provided across the products or individually for each Category and a given system to be integrated may include products from various Categories.

b. If bidding T&M rates, Proposer shall specify the following for each labor category to be offered;

- Labor category with title.
- Labor rate.

- Description of labor category in terms of personnel qualifications, or type and level of work to be performed or both.
 - Time increments available for purchase by category or in summation at Proposers discretion, for example; per hour, per week, per block of time, etc.
 - Minimum blocks of time required to be purchased by the End User by category or in summation, at Proposers discretion.
- c. In the event that multiple rates for similar labor categories apply due to use of similar categories for Proposer and its subcontractors, or among different subcontractors, Proposer shall so stipulate in both the labor category title and in its description.
- d. Proposer shall be very detailed in its proposal as to exactly what Integration Services (Categories) its services are covering as well as its detailed pricing structure. There should be no question by the End Users as to exactly what services it is purchasing as well as exactly what costs are associated with said services.

Note: Proposer shall always keep in mind that the **Forms D & E**, the product catalogs, electronic product formats and discount pricing shall be easily understood and managed, both for ease of evaluation purposes and for the End Users understanding of your companies pricing structure.

Note: Proposer shall also indicate throughout the proposal whether equipment being referenced is Digital or Analog equipment. **If not referenced within the Proposal it shall be presumed to be Digital.**

Note: Proposers shall reference Project 25 Phase I and Phase II throughout the proposal when referencing radio and trunking equipment/projects where applicable.

Note: Proposers/Manufacturers responding with Project 25 equipment shall provide P25 CAP testing documentation that meet or exceed this testing requirement upon request.

STRUCTURE OF RESPONSE AND REQUIRED INFORMATION:

In addition to **H-GAC Forms A, B, and C**, Proposer shall provide the information described below, **labeled and tabbed to correspond with the designated Segment Headings (A thru E) being bid.** Format is at Proposer's discretion, unless otherwise stipulated. If Proposer is making a response submission in more than one Product Category, a single **Segment B, Segment C, and Segment D** will suffice. However, **Segment A** and **Segment E** shall be subdivided for each **H-GAC** Product Category being addressed in the response.

It is extremely important to set-up the binders as instructed. Responses not organized in the prescribed manner may be eliminated from consideration.

Note: Proposer shall provide the required information specified in the Segments below (A-E). All information must be labeled and tabbed to correspond with the designated Segment Headings below. Each Segment must be addressed completely. For example, Segment B will be tabbed and have three (3) items to be addressed (1, 2, 3) and numbered accordingly. It is this information within each Segment that will be evaluated and will determine the proposers final score.

Segment A. Products & Pricing

This proposal requires published catalog and/or price list pricing. In this Segment Proposer shall list/price a manufacturer's published catalog and/or price lists with % discounts. The information shall be provided on **H-GAC Form D. Form E** is included in the bid package to allow pricing of those options that are not included in a particular catalog (e.g. extended warranty, additional training). Proposer **MUST** provide all pricing (**Forms D & E**) in an electronic format (**excel format**). **Proposer shall provide:**

Note: Options bid on **Form E** must be associated with the manufacturer/product code being proposed on **Form D**. For example, if you are proposing Motorola Radio & Communication Equipment (**KA**) on **Form D**, only options associated with Motorola (mfg.) may be listed/priced on **Form E**.

1. Offeror shall submit its standard published price catalog(s) containing all products that will be offered for sale through the Program. Pricing must be provided in the form of a manufacturer published catalog or price list showing the % discount off retail/list. Quantity discounts and other incentive programs which will be made available should also be addressed on **Form E** as an option. Proposer must provide a copy (hard/electronic) of all catalogs bid. Catalogs/Price Lists **MUST** be identified (name, year, edition ect.) on **Form D** as a line item along with % discount.

Note: Catalogs/Price lists bid with 0% discount from list/retail price may be deemed non-compliant.

2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.); such that the basic capabilities and features of the equipment offered can be ascertained.
3. Product information covering basic/standard warranty of equipment/products being offered.

Segment B. References

Further to the requirements for references as detailed in Section A, General Terms & Conditions, Proposer must provide references from **at least five (5) government and/or non-profit entities** which have purchased offered Products within the past two years. Information provided shall include, as a minimum:

1. Entity name
2. Contact person's name, address & phone number
3. Description and value of product(s) purchased

Proposer is encouraged to include any letters of endorsement which may be available from the supplied references. In any event, **H-GAC** reserves the right to consider historic information and other facts in its proposal evaluations, whether gained from this proposal, references, or any other source.

Segment C. Geographic Areas Served

1. HGACBuy is a nationwide program. Describe you Geographic Coverage so H-GAC may evaluate your ability to meet the needs of End Users throughout the United States.
2. Explain how you will market the HGACBuy program. Contractors are allowed to use the HGACBuy logo on brochures and other printed literature as well as websites and trade shows; subject to prior review and approval by H-GAC.
3. Detail your dealer network (nationwide) and describe how it will be used to promote this program and provide products/services to H-GAC members nationwide.

Segment D. Service Facilities & Personnel

1. Sales office locations.
2. Factory and Service Center Locations.
3. Technical and maintenance services provided after a sale, and on what basis
4. Warranties, policies and procedures for handling problems and returns
5. Customer training provided, and on what basis?

Segment E. Customer Contract/Agreement Documents

Proposer shall provide copies of all documentation that a customer would be required to sign in the event a purchase is made (e.g. End User Agreements). **H-GAC** shall review documentation relative to consistency with industry norms and restrictiveness relative to the best interests of Participants.

EVALUATION OF PROPOSALS:

Evaluation of proposals will be based solely on the judgment and determination of the **H-GAC** staff. Proposals will be evaluated in two stages.

The first stage will be a general subjective evaluation of the completeness of the proposal, taking into account all requirements for submission detailed in Section A, General Terms & Conditions. Proposals deemed to be responsive will then be passed to the second stage. **(Pass/Fail)**

The second stage of evaluation will involve consideration of the criteria specified below. There will be a maximum score of 100 points. Proposers scoring the minimum 70 points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on H-GAC's determination of what best serves the interests of Program Participants.

PROPOSAL EVALUATION TABLE

Proposal Evaluation Criteria	Weight
Overall compliance of Response with RFP requirements:	Pass/Fail
Products and Pricing on Form D (Segment A):	30
References (Segment B):	15
Geographic Area Covered (Segment C):	25
Service Facilities & Personnel (Segment D):	20
Restrictiveness of Documentation (Segment E):	10

Note: Proposer shall address in depth each of the above criteria. Failure to do so may result in the bid being deemed non-compliant.

CONTRACT AWARDS

One or more contracts may be recommended in each of the listed **H-GAC** Product Categories, at **H-GAC's** sole discretion. Offerings made by a single Proposer in more than one Category will be considered separately. On approval of an award recommendation by the **H-GAC** Board, a contract may be offered to the recommended awardee(s). If the parties are unable to come to agreement on the contract, **H-GAC** may withdraw the offer at **H-GAC's** sole discretion.

SUBCONTRACTORS:

H-GAC reserves the right to require the Contractor to identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work and three references for whom the subcontractor has performed work, that **H-GAC** may contact.

INSTALLATION AND SERVICE REQUIREMENTS:

1. The cost of installation must be included in the base system cost for all systems proposed, including all equipment, components and software. Basic installation should mean the system is fully operational.
2. Because additional installation needs may arise, the Contractor shall list on their **Form E**,
 - 2.1 Hourly Rates for Hardware installation and,
 - 2.2 Hourly Rates for Software installation.

3. Unless specifically agreed upon by the Contractor and the End User, all initial installation of all equipment and components shall be done by the Contractor. The Contractor must also ensure that the proposed equipment is fully operational and performs properly.
4. The Contractor must furnish all components, wires, connectors, materials, parts, equipment and labor necessary for the complete installation of the system, in full accordance with recommendations of the Original Equipment Manufacturer (OEM).
5. Contractor must observe proper circuit polarities and special care shall be taken to ensure that constant polarity is maintained. Contractor shall also provide adequate protection from electrical surges on any installed equipment.
6. Contractors must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise, and excessive system noise beyond published specifications of the equipment, hum, RF interference, or instability of any form.
7. At time of installation, the Contractor must provide owner's manuals, manufacturer's data sheets and a complete equipment list, with manufacturer's names, model numbers, serial numbers and quantities of each item provided. The Contractor shall also provide a comprehensive system schematics and labeling showing detailed connections to all equipment.

TRAINING:

It is the Contractors responsibility to provide the End User comprehensive training on all equipment.

1. Initial Training: The Contractor shall provide a description of the initial training your company will provide for system operators and system users. The training must include the following:
 - 1.1 Basic information about the system
 - 1.2 Description and instruction on use of the user interface(s)
 - 1.3 End User shall complete understanding of all systems and how they operate.
2. Additional Training: The Contractor shall provide information on other types of training available such as certified technician training and or registration information.
 - 2.1 All Initial and Additional training shall be fully described on the **Form E**, to include any additional cost that may be incurred by the End User.
 - 2.2 Any other training deemed necessary by either the End User or Contractor.

WARRANTY, SERVICE and MAINTENANCE:

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Proposal. The Warranty, Service and Maintenance including any Extended Maintenance Agreements, must be described in detail on the **Form E**.

1. Hardware: Contractor will warrant hardware against defects in workmanship of product for a period of one (1) year from the date of acceptance of installation. Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the End User, if the term of the standard warranty has not expired.
2. Software: Contractor will warrant software against defects in workmanship of product for a minimum period of ninety (90) days from installation date of licensed software. Proposers shall submit a copy of their software license agreements and give a brief overview of what the agreements entail.
 - 2.1 Contractor will offer the customer the option to purchase new releases of software in order to meet customer's need to maintain current level of software.
 - 2.2 Contractor guarantees that any corrections made to previously released code will be made available to the End User, free of charge, if such corrections are released within the term of the standard software factory warranty.
 - 2.3 Contractor must provide a complete description of its warranty service, maintenance and extended maintenance programs, to include any End User costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and 800 support numbers.

-----End of Section B -----



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: RA05-15

Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form H:	Product Summary

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CD Rom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: RA05-15

Invitation Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer**

☐ **Dealer/Distributor**

☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead**

☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2):

Title:

Mailing Address(3):

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Phone:

Fax:

Email Address:

Federal Tax ID No.:

Web Page URL:

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4):

Title:

Mailing Address:

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Toll Free Phone:

Fax:

Email Address:

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature:

Title:

Printed Name:

Date:

Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment**Offeror:**

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title:

Date:

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.

Designation(s):

☐ HUB☐ DBE☐ MBE☐ WBE☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST

Procurement No.: RA05-15

Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:	Init.
1 An "Original" hard copy of the COMPLETE submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-sided 3-ring binder.	
2 A copy of the COMPLETE submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive). Forms must be provided in the original excel format.	
3 An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
4 The required list of References .	
5 Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
6 Complete Warranty Documentation for all Products offered.	
7 The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered.	
8 Form CIQ , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.	
9 If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
10 Was Project 25 Phase I & II standards detailed in the proposal when referencing Radio & Trunking Systems (If Applicable)	
11 A Bid/Proposal Bond , or Cashier's Check in the amount of \$3000 . (A percentage bond is NOT acceptable.)	N/A

[illegible]

FORM H - PRODUCT SUMMARY			Invitation No.: RA05-15
Offeror Name:			
A completed copy of this form must be provided with Proposal. On the table below, for each RA05-15 product code priced (Form D) , proposer shall provide a short summary detailing the items, equipment and/or services being offered for that specific product code. Proposer shall specify the product code, manufacturer and product category along with the product summary below.			
Product Code (ex. HA)	Manufacturer (ex. Harris Communications)	Product Category (ex. Radio Communication Equipment & Services)	Product Summary (Quick summary of your offering for this proposal)

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL**, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. **EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.**

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__



Houston-Galveston Area Council

April 30, 2018

Mr. Doug Adams
Deputy Chief
The Woodlands Township
10001 Woodloch Forest Drive # 600
The Woodlands, TX 77380

RE: Contract Extension for Contract RA05-15

Dear Mr. Adams:

H-GAC received your request for the extension of the above referenced contract so that you may complete the purchase of communications equipment from Motorola Solutions, Inc.

Since the request was received prior to the April 30, 2018 midnight central time expiration date, H-GAC is approving an extension of the contract until July 31, 2018 to the Township for the specific purchase listed above. Although the expiration date has been extended to the end of July, please process your order as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Steele', is written over a horizontal line.

Jack Steele
Executive Director

JS/tm

City of Galveston



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

To: Honorable Mayor and City Council City of Galveston
Brian Maxwell, City Manager

From: Robert Simmons – Risk Manager

RE: Consider for approval the payment of \$20,117.19 to Enterprise Rent a Car Damage Recovery for the cost of repairs to a 2017 Dodge Ram rented by the Galveston Police Department and damaged in a one vehicle accident.

I. Background

- A. The Galveston Police Department contracts with Enterprise for the use of short term vehicle rentals..
- B. The rental agreement is Council approved.

II. Current Situation

- A. An Enterprise rental vehicle, 2017 Dodge Ram pickup, was involved in an accident on October 11th 2017
- B. The vehicle was recovered by the rental agency and repairs were made to the damaged vehicle. Total repair cost was \$20,117.19
- C. Enterprise subrogated against the City of Galveston for the cost of the repairs and the demand was forwarded to TMLIRP, the City of Galveston auto physical damage carrier.
- D. TMLIRP has made payment to the City of Galveston in the amount of \$19,867.19 which is the total amount of the demand minus a \$250.00 deductible..

III. Issues

- A. The TMLIRP payment is made directly to the City of Galveston as the covered insured. Payment is then made by the City of Galveston to Enterprise Rent a Car Damage Recovery which requires City Council approval

IV. Alternatives in order of priority

- A. City Manager approves the expenditure.
- B. City Manager takes no action.

V. Recommendation

Concur with Alternative A.

VI. Fiscal Impact Report

Requested by: Robert Simmons – Risk Manager

Funding Source:

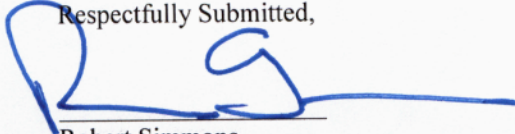
50301-811567-534033-465300 \$20,117.19

Estimated Reimbursement

TMLIRP APD Coverage \$19,867.19

Additional Information: N/A

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be 'R. Simmons', written over a horizontal line.

Robert Simmons
Risk Manager

Approved,

A handwritten signature in blue ink, appearing to be 'Brian Maxwell', written over a horizontal line.

Brian Maxwell
City Manager



PO BOX 843369
KANSAS CITY MO 64184
UNITED STATES

01/02/2018

ULTIMATE RESOURCES, LLC

Company Reference Number	: PO # 1101739
Claim Number	: 11629640
Your Claim Number	:
Date of Loss	: 10/12/2017
Balance Due	: \$20,117.19
Renter's name	: ULTIMATE RESOURCES, LLC
Billing Invoice	: 3002216896
Rental Agreement#	: 49625

DRIVER'S NAME: ULTIMATE RESOURCES, LLC

Dear Sir / Madam,

Our review indicates that your employee is responsible for the damages to our vehicle.

Enclosed please find documentation to support our claim. Please review this information and remit payment in full to the address above. Please include our claim number on your payment. If you prefer you may also pay the amount due using a debit card, credit card or directly from your bank account at: <http://www.claimtopay.com>.

If you have reported this claim to your insurance and / or credit card company, please contact our office with the claim information.

If you have any questions, please contact us at the number below.

Sincerely,

DAMAGE RECOVERY UNIT

Phone: 8663003238

Email: DRU2@ehi.com



INVOICE

Date: 01/02/2018

ULTIMATE RESOURCES, LLC

Claim #: 11629640

Unit #: 7PRKLH

Billing Invoice #: 3002216896

Vehicle Information

VIN: 1C6RR6TT1HS714068

Year: 2017

Make: RAM

Model: B15C

Item	Total Cost	Amount Due
Damage	\$19,846.19	\$19,846.19
Towing & Storage	\$271.00	\$271.00
Admin Fees	\$150.00	Waived
Loss of Use : (163.70 / 4.00) hours @ \$20.00 per day @ 100.00% occupancy	\$818.40	Waived
Diminishment of Value	\$1,984.61	Waived

Total Amount Due: \$ 20,117.19*

*Remit payment in U.S. Dollars.

PAY UPON RECEIPT
-----**ALL PAYMENTS MUST INCLUDE THIS REMITTANCE TO BE CREDITED PROPERLY!**PAYABLE TO:
DAMAGE RECOVERY
PO BOX 843369
KANSAS CITY MO 64184
UNITED STATES
Toll Free #: 8663003238Claim #: 11629640
Unit #: 7PRKLH
Billing Invoice #: 3002216896**Total Amount Due: \$ 20,117.19***

*Remit payment in U.S. Dollars.

Total Amount Remitted: \$ _____

Estimate Information

Estimate ID: 3005115794

Claim: DX06HCN5
6

Estimator: Shawn Meadows

File ID: 2271

Platform: CCC

Date Created: 11/07/2017

Repair FacilityRepair Facility: Preferred Collision Center -
Texas City

Address: 2627 Palmer HWY

Texas City, TX 77590

Phone: 409-5994644

Fax:

Federal Tax ID: 45-3943330

State Tax ID:

BAR:

Vehicle Data

Unit #: 7PRKLH

Year: 2017

Make: RAM

Model: 1500 Lone Star
Silver Crew Cab
w/6'4" Box

VIN: 1C6RR6TT1HS714068

Color: BLACK

Lic. State: TX

License: JKD3218

Body Style: 4D LONG

Engine:

Odometer:

Prod. Date:

Point of Impact

Primary: Unknown Point of Impact

Secondary: Unknown Point of Impact

Line

Line	Op	Description	Type	Part#	Price	Qty	Labor	Paint	Labor Amt
001		FRONT BUMPER							
002	BLANK	O/H front bumper					2.9B		\$87.00
003	RR	Bumper chrome w/o air suspension	N	68160853AB	\$829.00	1	0B		
004	BLANK	Add for fog lamps					0.4B		\$12.00
005	RR	Side retainer	N	68196983AA	\$23.85	1	0B		
006	RR	LT Side retainer retainer	N	6505302AA	\$1.25	1	0B		
007	RR	Bumper bracket	N	68232485AA	\$60.25	1	0B		
008	RR	Lamp bracket	N	68232454AA	\$60.25	1	0B		
009	RR	Upper cover primed	N	68197697AA	\$190.00	1	1.5B	1.6R	\$93.00
010	BLANK	Add for Clear Coat						0.6R	\$18.00
011	RR	LT Upper cover inner support	N	55277481AD	\$11.60	1	0B		
012	RR	LT Upper cover outer support	N	68104945AE	\$13.25	1	0B		
013	RR	Lower deflector all	N	68033135AA	\$111.00	1	0B		
014	RR	Lower deflector retainer	N	68053681AA	\$4.40	4	0B		
015	RR	Filler panel w/o tow hooks	N	68196984AA	\$38.00	1	0B		
016	RR	License bracket	N	68175095AA	\$54.10	1	0.2B		\$6.00
017		GRILLE							
018	RI	R&I grille assy					0B		
019		FRONT LAMPS							
020	RR	LT Headlamp assy w/multi-beam chrome, fm	N	68324941AA	\$545.00	1	0B		
021	BLANK	Aim headlamps					0.5B		\$15.00
022	RR	LT Fog lamp assy	N	68104821AD	\$83.85	1	0.3B		\$9.00
023	RR	LT Fog lamp bulb	N	L0009006	\$22.25	1	0.1B		\$3.00
024		RADIATOR SUPPORT							
025	RR	Radiator support w/o diesel	N	68197334AA	\$669.00	1	3.6B		\$108.00
026	RR	LT Mount bracket clip	N	68050777AA	\$4.25	1	0B		
027		HOOD							
028	RR	Hood w/o pwr bulge	N	68160234AD	\$529.00	1	1.6B	3.2R	\$144.00
029	BLANK	Add for Underside(Complete)						1.6R	\$48.00
030	BLANK	Add for Clear Coat						0.3R	\$9.00
031		FENDER							
032	RR	RT Fender (STL)	N	68054338AI	\$335.00	1	2B	2.6R	\$138.00
033	BLANK	Overlap Major Adj. Panel						-0.4R	(\$12.00)
034	BLANK	Add for Edging						0.5R	\$15.00
035	BLANK	Add for Clear Coat						0.1R	\$3.00

036	RR	LT Fender (STL)	N	68054339AI	\$335.00	1	1.8B	2.6R	\$132.00
037	BLANK	Overlap Major Adj. Panel						-0.4R	(\$12.00)
038	BLANK	Add for Edging						0.5R	\$15.00
039	BLANK	Add for Clear Coat						0.1R	\$3.00
040	RR	LT Fender liner 20"x8" wheels	N	68110687AE	\$80.70	1	0B		
041	RR	LT Liner extension	N	68251641AB	\$48.00	1	0B		
042	RR	LT Fender liner retainer	N	6506293AA	\$20.50	5	0B		
043	RR	Front shield w/o diesel	N	68036598AD	\$46.70	1	0.2B		\$6.00
044	RR	Rear shield w/o diesel	N	68036597AB	\$42.85	1	0.2B		\$6.00
045	RR	Nameplate "HEMI 5.7 LITER"	N	68149700AB	\$46.20	1	0.2B		\$6.00
046	RR	Nameplate "HEMI 5.7 LITER"	N	68149700AB	\$46.20	1	0.2B		\$6.00
047	RR	LT Protector	N	5182363AB	\$31.25	1	0.2B		\$6.00
048	RR	LT Side rail all	N	68267303AB	\$225.00	1	4B	1R	\$150.00
049		FRAME							
050	RR	Frame assy 2WD 5.7 liter	N	68268078AC	\$1,920.00	1	30M		\$1,500.00
051	BLANK	Evacuate & recharge					1.4M		\$70.00
052	BLANK	Refrigerant recovery					0.4M		\$20.00
053	BLANK	Add for skid plate					0.3B		\$9.00
054	RR	Susp crossmember 2WD	N	68139833AA	\$28.50	1	0.8B		\$24.00
055		ELECTRICAL							
056	RI	Antenna mast					0B		
057	RI	Antenna cable					0.6M		\$30.00
058	RR	Battery tray	N	68095940AF	\$92.00	1	0.5B		\$15.00
059	RR	Fuse & relay box 5.7 liter all	N	68243257AB	\$362.00	1	0B		
060	RR	TPMS sensor	N	68249197AA	\$92.50	2	0M		
061*	RI	ABS control unit					1.7M		\$85.00
062		EXHAUST SYSTEM							
063	BLANK	Rpl exhaust system					2.3M		\$115.00
064*	RI	RT Resonator & pipe					0B		
065*	RI	LT Resonator & pipe					0B		
066*	RI	Converter & pipe California					0B		
067*	RI	Extension pipe crew cab					0B		
068		ENGINE							
069	RI	R&I engine assy					0B		
070		WHEELS							
071	RR	LT/Front Wheel, alloy 20" code: WHK	N	5YJ14SZ0AA	\$624.00	1	0.3B		\$9.00
072	RR	LT/Rear Wheel, alloy 20" code: WHK	N	5YJ14SZ0AA	\$624.00	1	0.3B		\$9.00
073*	SUB	REPL LT FRT TIRE P275/60R 20 W/10%			<u>\$167.19</u>		0B		
074*	SUB	REPL LT FRT TIRE P275/60R 20 W/10%			<u>\$167.19</u>		0B		
075*	SUB	MOUNT AND BALANCE			<u>\$35.00</u>		0B		
076		FRONT SUSPENSION							
077	RR	LT Hub & bearing	N	68267298AA	\$125.00	1	1.2M		\$60.00
078	RR	LT Splash shield	N	68232019AA	\$40.25	1	0B		
079	RR	LT Brake hose w/o air suspension	N	55366893AI	\$36.45	1	0.5M		\$25.00
080	BLANK	Bleed brake system					0.6M		\$30.00
081	RR	LT Knuckle	N	68044701AD	\$335.00	1	0B		
082	RR	LT Upper cntrl arm	N	68227901AB	\$187.00	1	1.4M		\$70.00
083	BLANK	Deduct for Overlap					-0.9M		(\$45.00)
084	RR	LT Lower cntrl arm	N	4877159AH	\$427.00	1	2.8M		\$140.00
085	BLANK	Deduct for Overlap					-1.4M		(\$70.00)
086	RR	LT Shock 4.7 & 5.7 liter	N	68170198AC	\$107.00	1	0.7M		\$35.00
087	BLANK	Deduct for Overlap					-1.1M		(\$55.00)
088	BLANK	Deduct for Overlap					-0.5M		(\$25.00)



089	RR	LT Stabilizer link	N	5170290AD	\$88.20	1	0.5M		\$25.00
090		STEERING GEAR & LINKAGE							
091	RR	LT Outer tie rod	N	68185640AA	\$119.00	1	0B		
092	BLANK	Deduct for Overlap					-0.3B		(\$9.00)
093	RR	LT Inner tie rod	N	68166678AA	\$137.00	1	1.3M		\$65.00
094	RR	LT Boot kit	N	68166674AA	\$53.45	1	0B		
095		STEERING COLUMN							
096	BLANK	O/H steering column					3.1M		\$155.00
097	RR	Steering column electric shift	N	68262518AC	\$507.00	1	0B		
098		WINDSHIELD							
099	RR	Windshield Dodge w/rain sensor	GL	68194359AB	\$584.00	1	2.9B		\$87.00
100	RR	LT Side molding	N	55112435AG	\$92.95	1	0B		
101	RR	RT Side molding	N	55112434AG	\$92.95	1	0B		
102		CAB							
103	PRPR	LT Uniside panel (STL) cut below roof li	P	68144985AA	\$369.00	1	18.5B	4.6R	\$693.00
104	BLANK	Overlap Major Adj. Panel						-0.4R	(\$12.00)
105*	RPR	LT Inner rocker (STL)					<u>5B</u>	<u>1R</u>	\$180.00
106		FRONT DOOR							
107	RR	LT Door shell quad, crew cab	N	68144729AE	\$705.00	1	4.7B	3.8R	\$255.00
108	BLANK	Overlap Major Adj. Panel						-0.4R	(\$12.00)
109	RR	LT Front w'strip	N	55372709AB	\$36.35	1	0B		
110	RR	LT Nameplate "RAM 1500" chrome	N	68149702AA	\$76.25	1	0.2B		\$6.00
111*	RPR	RT Outer panel quad, crew cab					<u>2.5B</u>	2.8R	\$159.00
112	BLANK	Overlap Major Adj. Panel						-0.4R	(\$12.00)
113	RI	RT Belt w'strip quad, crew cab					0.3B		\$9.00
114	RR	RT Nameplate "RAM 1500" chrome	N	68149702AA	\$76.25	1	0.2B		\$6.00
115	RI	RT Mirror assy w/power, w/o body color c					0.3B		\$9.00
116	RI	RT Handle, outside w/o body color w/o ke					0.3B		\$9.00
117	RI	RT R&I trim panel					0.5B		\$15.00
118	RR	LT Upper hinge	N	68058515AA	\$60.60	1	0.3B	0.3R	\$18.00
119	RR	LT Lower hinge	N	68058519AB	\$68.70	1	0.3B	0.3R	\$18.00
120		REAR DOOR							
121*	RPR	LT Outer panel					<u>7B</u>	2.8R	\$294.00
122	BLANK	Overlap Major Adj. Panel						-0.4R	(\$12.00)
123	RI	LT Belt w'strip					0.3B		\$9.00
124	RI	LT Handle, outside w/body color, w/chrom					0.3B		\$9.00
125	RI	LT R&I trim panel					0.5B		\$15.00
126		PICK UP BOX							
127*	RPR	LT Side panel (STL)					<u>8B</u>	3.6R	\$348.00
128	BLANK	Overlap Major Adj. Panel						-0.4R	(\$12.00)
129	BLANK	Clear Coat						2.5R	\$75.00
130	RR	LT Protector front	N	55372935AE	\$29.60	1	0.2B		\$6.00
131	RI	LT Protector rear					0.2B		\$6.00
132	RI	LT Rail cover					0.3B		\$9.00
133		REAR LAMPS							
134	RI	LT Tail lamp w/o LED					0.3B		\$9.00
135		REAR BUMPER							
136	RR	Bumper assy chrome w/dual exhaust	N	55112601AE	\$682.00	1	1B		\$30.00
137		REAR SUSPENSION							
138	RR	RT Brake hose	N	4779819AC	\$41.75	1	1M		\$50.00



139	RR	LT ABS sensor	N	68231044AB	\$20.85	1	0B	
140	RR	LT Upper cntrl arm	N	4877160AE	\$105.00	1	1M	\$50.00
141	RR	LT Lower cntrl arm	N	4877161AE	\$113.00	1	0.8M	\$40.00
142	RR	Track bar	N	68192367AA	\$63.85	1	0.6M	\$30.00
143	RR	LT Spring insulator	N	52855789AB	\$12.20	1	0B	
144	RR	Stabilizer bar 2WD quad, crew cab	N	68061787AA	\$259.00	1	0B	
145	RR	LT Stabilizer link	N	68041718AC	\$61.70	1	0B	
146	BLANK	Deduct for Overlap					-0.3M	(\$15.00)
147	RR	Axle assy w/o limited slip 3.55 ratio	N	68334753AB	\$2,310.00	1	5.7M	\$285.00
148	RR	RT Lower cntrl arm	N	4877161AE	\$113.00	1	0.8M	\$40.00
149*	SUB	GEAR OIL			<u>\$105.00</u>		0B	
150*	BLANK	Hazardous Waste Removal			<u>\$3.00</u>		0B	
151*	RR	Car Cover			<u>\$10.00</u>		0B	
152*	RR	Flex Additive			<u>\$8.00</u>		0B	
153*	SUB	Four Wheel Alignment			<u>\$89.95</u>		0B	
154*	RR	Coolant			<u>\$26.58</u>		0B	
155*	BLANK	revised dx*****					0B	
156*	BLANK	*Need Decline IAA picked up 11/14/17***					0B	

Totals**Parts**

Part	SubTotal	Adj%	Adj\$	Total
Parts - New, Partial	\$369.00	-25	(\$92.25)	\$276.75
Parts - Glass	\$584.00			\$584.00
Parts - New	\$15,434.05	-25	(\$3,858.52)	\$11,575.53
				\$12,436.28

Labor

Type	Additional Labor	Rate	Hours	Total
Labor - Refinish		\$30.00	33.6	\$1,008.00
Labor - Mechanical		\$50.00	54.2	\$2,710.00
Labor - Body		\$30.00	75.9	\$2,277.00
Labors Total				\$5,995.00

Materials

Materials Adjustment	\$63.80
Materials - 2 Stage Paint Materials	\$55.00
Materials - Paint	\$684.20
	\$803.00

Miscellaneous

Other - Sublet	\$564.33
Other - Additional Cost	\$47.58
	\$47.58

Adjustment

Total Claim Before Taxes	\$19,846.20
Total Transaction Amount	\$19,846.20
Discount Amount	\$3,950.76
Insurance Pay	\$19,846.20
	\$19,846.20

Op Codes	
AA	Operation - Appearance Allowance
SUB	Operation - Sublet
RPD	Operation - Related Prior Damage
ADO	Operation - Additional Operations
BLND	Operation - Blend
RRP	Operation - Remove/Replace, Partial
ADC	Operation - Additional Costs



Workers' Compensation • Property • Liability

June 06, 2018

Robert Simmons
City of Galveston
PO Box 779
Galveston, TX 77553-0779

RE: TMLIRP Fund Member: City of Galveston
Date of Loss: October 11, 2017
TMLIRP Claim No: AU0000000073127

Dear Robert Simmons:

Enclosed is TMLIRP check in the amount of \$19,867.19 (\$20,117.19 less \$250.00 deductible).
Please sign the enclosed Proof of Loss and email it to alpmail@tmlirp.org.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Scott Curby
Fast Track Claims Specialist
Texas Municipal League Intergovernmental Risk Pool

Encls: Check, Proof of Loss, Return Envelope

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754 • (512)491-2300 • (800)537-6655 Texas Only
P.O. Box 149194 • Austin, Texas 78714-9194

THIS CHECK IS NOT AUTHENTIC UNLESS IT CONTAINS A BLUE TO GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WATERMARK.



Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane
Austin, TX 78754 (512) 491-2300

FROST BANK
Parkdale

30-91/1140 59

Date Number

06/06/18 5361674

AU0000000073127

Amount

Pay *Nineteen Thousand Eight Hundred And Sixty Seven And 19/100 US
Dollars* * * * * \$19,867.19*

To City of Galveston
PO Box 779
Galveston, TX 77553-0779

Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND * BORDER CONTAINS MICROPRINTING

⑈05361674⑈ ⑆114923222⑆ 29 9990348⑈

CLAIM NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU0000000073127	Galveston		\$20,117.19	SCurby Vehicle
AU0000000073127	Galveston		(\$250.00)	SCurby Deductible



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

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

July 9, 2018

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

From: Barbara Ekelund-Sanderson

RE: CONSIDER FOR APPROVAL RFP# 18-11 AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH TWO (2) OPTIONAL ONE (1) YEAR RENEWALS WITH CIVIC PLUS (A.K.A. CIVIC REC) FOR RECREATION MANAGEMENT SOFTWARE AT LASKER PARK POOL, AS WELL AS MCGUIRE-DENT AND WRIGHT CUNEY RECREATION CENTERS.

I. Background

- A. The City's Parks and Recreation Department seeks a comprehensive, web-based Recreation Management Software system that would enable staff to handle membership/pass management, automated activity registration, point of service sales, and financial reporting at Lasker Park Pool, as well as McGuire-Dent and Wright Cuney Recreation Centers.
- B. RFP #18-11 was posted on March 12, 2018 at 8:00 AM and closed on April 9, 2018 at 3:00 PM. Six (6) proposals were received, and City staff spent time narrowing down those proposals and asking follow up questions and awaiting answers from potential vendors via the Purchasing Department.
Two (2) proposals were selected for full scoring:
 - i. Civic Plus (a.k.a. Civic Rec): \$14,500.00 over two (2) year period
 - ii. ACTIVE Network: \$22,000.00 over two (2) year period
- C. On June 27th, 2018, the Recreation Membership Software Evaluation Committee of City staff including John Armstrong (Superintendent of Recreation), Erica Gentry (Aquatics Manager), Megan Pierce (Special Events Coordinator) and David Smith (Executive Director) met, scored the two (2) proposals, and selected Civic Plus (a.k.a. Civic Rec).

II. Current Situation

Whether to approve RFP# 18-11 authorizing the City Manager to enter into a three (3) year contract with two (2) optional one (1) year contract renewals with Civic Plus (a.k.a. Civic Rec) for Recreation Management Software at Lasker Park Pool, as well as McGuire-Dent and Wright Cuney Recreation Centers.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

III. Issues

1. Cost - \$14,500.00 over a two (2) year period, with annual services re-evaluated beginning year three (3) of the contract and determined based on prior year transaction volume.
2. Timing – No timing issues
3. Impact or ramifications – Awarding contract would relieve Pool and Recreation Center staff of previous membership management issues and provide for uniformed accessibility across all City Recreation facilities. Additionally, the new system will allow for online access and notifications for residents, as well as assist in scheduling and payment processing online.
4. No Departmental Issues.

IV. Alternatives in order of priority

- A. City Council approves RFP# 18-11 authorizing the City Manager to enter into a three (3) year contract with two (2) optional one (1) year contract renewals with Civic Plus (a.k.a. Civic Rec) for Recreation Management Software at Lasker Park Pool, as well as McGuire-Dent and Wright Cuney Recreation Centers.

1. Cost - \$14,500.00 over two (2) year period.
2. Timing – N/A
3. Impact or ramifications – Approval will allow Parks and Recreation staff to immediately begin prepping for the new software system, and documentation such as waivers, or member reports, would be accessible and able to updated efficiently across all City Recreation facilities.
4. City staff recommends this option.

- B. City Council does not approve RFP# 18-11 authorizing the City Manager to enter into a three (3) year contract with two (2) optional one (1) year contract renewals with Civic Plus (a.k.a. Civic Rec) for Recreation Management Software at Lasker Park Pool, as well as McGuire-Dent and Wright Cuney Recreation Centers.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Impact or ramifications – City Recreation Staff will continue to use paper and excel spreadsheets to document membership, payments, and activity registrations, as well as member and financial reports.

V. Recommendation

Concur in Alternative A and approve RFP# 18-11 authorizing the City Manager to enter into a three (3) year contract with two (2) optional one (1) year contract renewals with Civic Plus (a.k.a. Civic Rec) for Recreation Management Software at Lasker Park Pool, as well as McGuire-Dent and Wright Cuney Recreation Centers.





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
Executive Director

Funding Source:

Lasker Park Pool Contingency Reserve

Costs of implementation:

\$14,500.00 over a two (2) year period.

Additional Information:

Cost of implementation does not include hardware costs, which have not yet been determined, however those costs would be funded from other accounts within the Recreation Center and Pool budgets.

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Approved,

Brian Maxwell
City Manager



RFP # 18-11 Parks Software

Contractor/Proposer	Evaluator 1	Evaluator 2	Evaluator 3	Average Points
Active	315	335	375	341.6666667
CivicPlus	400	475	400	425

CONTRACT FOR SERVICES
Parks and Recreation Management Software

This Contract (the "Contract") is made and entered into this _____ day of July, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **CivicPlus, Inc.**, (Company), located at 302 South 4th Street, Suite 500, Manhattan, Kansas 66502.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Parks and Recreation Management Software", within the City of Galveston ("City") and CivicPlus, 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:

Parks and Recreation Management Software- RFP 18-11

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, unless sooner terminated under the terms set forth herein. It is agreed that City will have the option to extend the contract for up to two (2) additional years at 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 price of the *not-to-exceed amount of ten thousand dollars and zero cents (\$10,000.00) for the first year, to be invoiced in two installments: the first \$5,000 invoiced at signing, the second \$5,000 to be invoiced at the earlier of the launch of the service, or 6 months from signing; and a not-to-exceed amount of four thousand, five-hundred dollars and zero cents (\$4,500) for the second year, as detailed in Exhibit A, to be invoiced 12 months from signing.* The not-to-exceed amount for the third will be agreed upon *no less than thirty (30) days prior to the end of the second year of the agreement by means of an amendment to the contract agreed to by both parties.* 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 302 South 4th Street, Suite 500, Manhattan, Kansas 66502. 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. City acknowledges that the pricing described herein and in Exhibit A are solely compensation for Company and do not include any transaction fees or processing rates imposed by any merchant provider.

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 60 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. **COPYRIGHT**: The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies the city for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **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.

16. **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.

17. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

18. **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.

19. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Parks and Recreation Management Software 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.

20. **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.

21. **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.

22. **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.

23. **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

CivicPlus, Inc.
302 South 4th Street, Suite 500
Manhattan, Kansas 66502

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

CivicPlus, Inc.

By: _____
Brian Maxwell, City Manager

By: B. Rempe
Brian Rempe, CEO

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

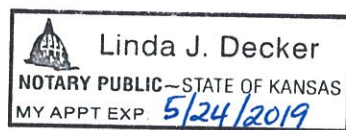
City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF Kansas §
Riley COUNTY §
§

On this day, BEFORE ME, the undersigned, personally appeared Brian Rempe of CivicPlus, 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 16 day of July, 2018.



Linda J. Decker
Notary Public in and for
The State of Kansas

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.**

CivicPlus, Inc.
Manhattan, KS United States

Certificate Number:
2018-380554

Date Filed:
07/16/2018

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-18-108
Parks and Recreation Management Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morgan, Stanley	Manhattan, KS United States	X	

5 Check only if there is NO Interested Party.

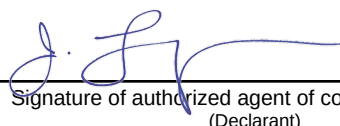
☐**6 UNSWORN DECLARATION**

My name is Jeff Logan, and my date of birth is 08/13/1975.

My address is 13220 High Drive, Leawood, KS, 66209, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Riley County, State of Kansas, on the 17th day of July, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Policy Conditions

Endorsement

<i>Policy Period</i>	MAY 17, 2018 TO MAY 17, 2019
<i>Effective Date</i>	MAY 17, 2018
<i>Policy Number</i>	3602-53-12 WUC
<i>Insured</i>	CIVICPLUS, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	MAY 18, 2018

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2018

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 C&W Insurance 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan KS 66505-1989		CONTACT NAME: Brooke Steiner PHONE (A/C, No, Ext): (785)537-1600 FAX (A/C, No): (785)537-1657 E-MAIL ADDRESS: bsteiner@charlsonwilson.com	
INSURED CivicPlus, Inc. 302 S. 4th Street, Suite 500 Manhattan KS 66502		INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Company INSURER B: Federal Insurance Company INSURER C: Chubb Indemnity Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20303 20281 12777	

COVERAGES**CERTIFICATE NUMBER: Master 2018-2019****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	X	Y	3602-53-12	5/17/2018	5/17/2019	EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000	
	OTHER:			3602-53-12			PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Technology E & O \$ 3,000,000	
B	AUTOMOBILE LIABILITY	X	Y	(18) 7358-87-92	5/17/2018	5/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
B	☒ UMBRELLA LIAB			7989-49-14	5/17/2018	5/17/2019	EACH OCCURRENCE \$	
	☒ EXCESS LIAB						☐ CLAIMS-MADE	AGGREGATE \$ 5,000,000
	DED						RETENTION \$	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	(19) 7174-92-49	5/17/2018	5/17/2019	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Director & Officers			8242-9361	5/17/2018	5/17/2019	General Aggregate \$ \$1,000,000	
A	Cyber Liability			3602-53-12	5/17/2018	5/17/2019	General Aggregate \$ \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston
823 Rosenberg St Room 306
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

Brooke Steiner/DAD

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COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Galveston, Texas

RFP: 18-11 Parks and Recreation Management Software

Presented by:

Chelsey McGhee, Enterprise Account Manager

CIVICPLUS | **CIVICREC**



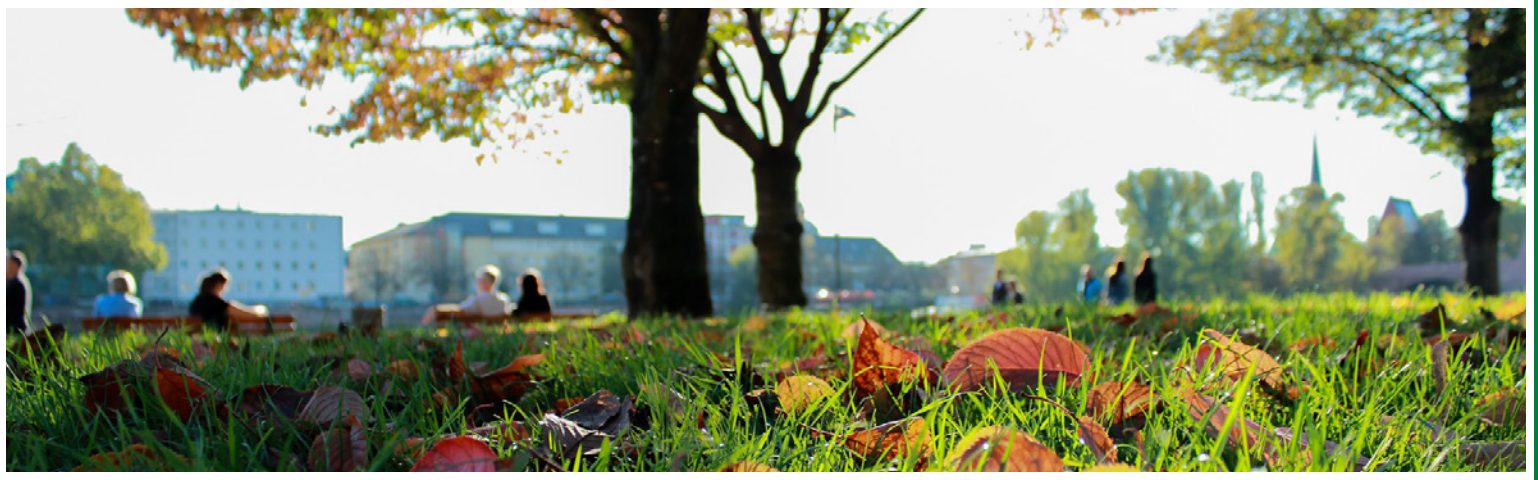


Table of Contents

1	Signed Solicitation
29	Cover Letter
30	Executive Summary
32	Degree of Compliance
33	Descriptive Literature
42	Contractor Background Information



Signed Solicitation

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 35) 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:	18-11		
Project Title:	Parks and Recreation Management Software		
Submittal Deadline:	Monday, April 9, 2018 @ 3:00 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:	CivicPlus, Inc.		
Address:	302 South 4th Street, Suite 500		
City, State & Zip	Manhattan, Kansas 66502		
Federal Employers Identification Number #	48-1202104		
Phone Number:	888-228-2233	Fax Number:	785-587-8951
E-Mail Address:	McGhee@CivicPlus.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>Brian Rempe, CEO</u> Signature of Authorized Representative: <u></u> Signed this <u>3rd</u> (day) of <u>April</u> (month), <u>2018</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
n/a	n/a	CivicRec Recreation Management System	\$ 10,000	\$ \$4,500
			\$ (Year 1)	\$ (Year 2)
			\$	\$
		TOTAL ALL LINE ITEMS	\$ 10,000	\$ 4,500

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 one (1) additional year. 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

Appendix A - Proposal Document

CivicRec Response

1. Proposed Products and/or Services

A. Product or Service Description: CivicRec Recreation Management System is an easy-to-use, cloud-based system that easily allows you to manage all of your Recreation Department's needs. For an in-depth look at all of CivicRec's features and functionalities, please refer to page 35 in the Descriptive Literature section.

B. Additional Hardware Descriptions: CivicRec is a hosted solution, so Galveston will not bear the responsibility of maintaining the server side hardware in support of the application. Because CivicRec is cloud-based, all you need to operate the software is a reasonably modern PC, tablet, or smartphone and an internet connection. We recommend using a high-speed internet connection. No additional software outside of the proposed CivicRec Recreation Management System is necessary.

No hardware is necessary for this project. For information on Point of Sale hardware, please refer to page 38 in the Descriptive Literature section.

C. Guarantees and Warranties: Our guarantee is simple - 100% satisfaction with our product. If you are not satisfied with CivicRec, we will work with you to remedy any issue.

D. Project Schedule/Delivery Date: A typical CivicRec implementation averages 16 weeks. Galveston's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you. For more details, please refer to page 46 in the Contractor Background section.

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)

**Please see Degree of Compliance Section*

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION %
SECOND 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: over 20; **and the number of employees:** over 250.

- 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 – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Weatherford, Texas Parks and Recreation	
Contact Name: Grant Taylor	Contact Title: Athletics & Aquatic Manager
Phone: 817-589-4125	Email: gtaylor@weatherfordtx.gov
Date and Scope of Services Provided: CivicRec Recreation Management System - Fall 2016	

Reference #2:

Client / Company Name: Gwinnett County, Georgia Community Services	
Contact Name: John Register	Contact Title: Recreation Manager
Phone: 770-822-8819	Email: john.register@gwinnettcountry.com
Date and Scope of Services Provided: CivicRec Recreation Management System - Fall 2014	

Reference #3:

Client / Company Name: La Mirada, California Community Services	
Contact Name: Oliver Osuna	Contact Title: Supervisor
Phone: 564-943-7277	Email: oosuna@cityoflamirada.org
Date and Scope of Services Provided: CivicRec Recreation Management System - Winter 2016	

Reference #4:

Client / Company Name: Denton, Texas Parks and Recreation	
Contact Name: Caroline Seward	Contact Title: Rec Center Program Area Manager
Phone: 940-349-8271	Email: caroline.seward@cityofdenton.com
Date and Scope of Services Provided: CivicRec Recreation Management System - Summer 2017	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (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.

7. 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 Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # N/A - _____.

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 vend or 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: CivicPlus

Contract #: N/A

Description: CivicRec Recreation Management System

Primary Contact (Name): Chelsey McGhee - During normal business hours

Primary Contact Phone Numbers: Home: n/a Cell: 785-323-1542

Secondary Contact (Name): Support

Secondary Contact Phone Numbers: Home: Will provide upon contract signing Cell:

After Hours emergency opening fee, if applicable: \$ N/A - We provide 24/7/365 support included with your solution

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.

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 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.
- 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 License s: Proposer certifies that he holds all license s 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, judgments, 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.

Not Applicable

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.

Not Applicable

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

April 4, 2018

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, Brian Rempe (Person name), the undersigned representative of (Company or Business Name) CivicPlus, 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.

April 3, 2018
DATE

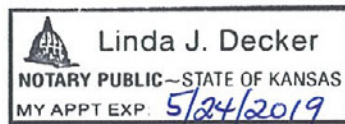
B. Rempe
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Kansas §
COUNTY OF Riley §

On this day, BEFORE ME, the undersigned, personally appeared Brian Rempe the CEO 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 3rd day of April, 2018.

[SEAL]



Linda J. Decker
NOTARY PUBLIC in and for the
State of Kansas

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.

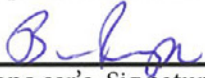
Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ Do not owe the City property taxes that are delinquent.

☐ owe City property taxes that are delinquent on property located at _____

Brian Rempe

Proposer's Printed or Typed Name



Proposer's Signature

April 3, 2018

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 CivicPlus, Inc.

ADDRESS 302 S. 4th Street, Suite 500, Manhattan, KS 66502

PHONE 888-228-2233

FAX 785-587-8951

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) Connie Casper

POSITION WITH COMPANY Executive Vice President

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL
(PRINTED NAME) Brian Rempe

OFFICIAL POSITION 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 BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

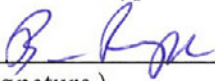
PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

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.

Brian Rempe, CEO

(Printed or typed Name of Signatory)



(Signature)

April 3, 2018

(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 J – Scope of Services

1. Project Title: RFP 18-11 Parks and Recreation Management Software.

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

There are no bonding requirements for this solicitation.

4. Proposal Evaluation Factors

Emphasis	Factor
10%	System Requirements
10%	Technical Requirements
25%	Functionality
20%	Implementation Services
10%	Licensing and Support
25%	System Cost

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	March 12, 2018
Deadline for Submittal of Written Questions	March 30, 2018 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	April 9, 2018 @ 3:00 p.m. CST
Anticipated Committee Evaluation Review Date	April 16, 2018
Anticipated Award Date	April 2018

7. Scope of Services

Parks & Recreation Management Software Solution

General Information

- The City of Galveston is seeking a comprehensive, web-based Recreation Management Software system which is capable of expansion to meet future needs. The needs of the City of Galveston include automated activity registration, facility reservations, membership/pass management, point of service sales, personal training appointment reservations, financial reporting, Customer Relationship Management (CRM) and marketing reporting, and inventory management. Additionally, the City requires the ability to process online: activity registrations, facility reservations, and membership sales and renewals. The software must be compatible with mobile devices and other cutting edge technology.

Parks and Recreation Department Overview

The City of Galveston has three geographically separate locations, two (2) recreation centers offering membership cards that serve as IDs only. All patron information is collected on paper. The current system consists only of membership ID cards for two locations. ID cards have no functionality. There is no existing database. The third location is a newly constructed pool facility which includes a recreation pool, lap pool, and a snack bar.

Objectives

The City of Galveston seeks to obtain a system that satisfies the following objectives:

1. System implementation that is standardized across the Parks and Recreation Department.
2. Improve and streamline customer service and communications.
3. Increase the consistency of collected customer data.
4. Increase the ease, accuracy and variety of reporting.
5. Track membership sales, expirations and renewals.
6. Utilize customer information for activity/interest tracking.
7. Customizable inventory management.
8. The software shall be able to interface (if possible) with the existing financial system.
9. Data center facilities should meet Uptime Institutes Tier IV standards.
10. The system shall provide for customized role based permissions.
11. The software shall be certified compatible with all of the latest Windows operating systems, web browsers, Java runtime environments, and other 3rd party required software, within six months of their respective releases.
12. The software will not require local administrator rights in order to run. If elevated permissions on specific folders or registries are necessary, those must be identified.
13. All credit and debit transactions must be Payment Card Industry (PCI) compliant. The Point of Sale (POS) system must utilize a third party provider to process transactions.

14. The proposed system shall interface with, or provide data feeds to internal and/or external systems.
15. The system shall quickly and efficiently fulfill member requests.
16. The system shall allow online membership purchases and renewals.
17. The system shall promote member interaction and retention with customized emails and offers.
18. The system shall generate detailed membership, demographic and historical comparison reports.
19. City staff shall be able to customize the systems public's access website.
20. The system shall make all activities available to online registration, and facilities available for reservations.
21. The system shall allow city staff the ability to build brochures, catalogues and newsletters.
22. The system shall allow city staff the ability to create custom lists based on age, location, history and more to improve targeting.
23. The system shall allow city staff the ability to send text messages with updates and promotions to organized lists.
24. The system shall supply marketing templates.
25. The system shall be able to manage registrations, private lessons, withdrawals and waiting lists.
26. The system shall allow participants to view availability, and to request or book online.
27. The system shall be able to schedule courts, meeting rooms, shelters, gyms, equipment and pool access.
28. The system shall set scheduling calendars to view multiple facilities at once by day, week or month.
29. The system should have the ability to suspend a member's access to the centers, and the reasoning would be viewable to all centers in real time.
30. The system shall be able to register players, assign them to teams, and securely collect fees online.
31. The system shall be able to create balanced league schedules with built in site and team conflict rules.
32. System should provide online, text and email information with league information.

Value added functions, not listed above as requirements, will be considered during the evaluation of all proposals. If a proposed solution contains any other features, which are not listed, the respondent is encouraged to include the description of the functionality in their response. This is the reasoning for the RFP process. Respondents should indicate all optional equipment necessary for such value-added functions. By including value-added functions in the response, respondents will be able to clearly identify value-added functions that exist as part of their standard system functionality, rather than as options.

Technical Requirements

The Respondent's proposal must include a complete system design and provide minimum and recommended specifications for all hardware required as a part of the POS system. The system design narrative should include, but not be limited to, the following components:

- Minimum PC and peripheral hardware requirements including operating system, Internet-browser and any additional 3rd party components.
- Any third party software or applications required (reporting software, etc.)

The Respondent shall provide complete specifications of all hardware requirements through this proposal. All hardware will be purchased by City of Galveston based on the specifications provided by the Respondent.

▪

Proposal Content

The following statements request information that the Evaluation Committee will utilize to evaluate the proposal for the Recreation Management Software. Each statement should be specifically addressed. Failure to respond to a statement may result in a proposal being deemed non-responsive and therefore not considered in the selection process.

1. **Signed Solicitation:** Include all documents requiring signatures including: Appendices A through G and any addendum.
2. **Cover Letter:** Name and address of the respondent, as well as a brief description of the firm and its history.
3. **Executive Summary:** A brief summary highlighting the most important points of the proposal.
4. **Degree of Compliance:** A statement that all services quoted in the proposal are in full accord with the general requirements or a brief listing of all those requirements to which the respondent takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the general requirements shall be listed and numbered in order of the respective article of the specification.
5. **Descriptive literature:** Illustrative or descriptive literature, brochures, diagrams, etc., that provide additional information may be included.
6. **Contractor Background Information:** This section should include a description of the respondent's experience that the City of Galveston can use as a basis for performance evaluation. This section should include:

- a. Provide a description of at least three relevant system installations. Relevant is defined as installations using the hardware and software products similar to those proposed for the City of Galveston and installations exhibiting the functional and integration components set forth in the RFP. The description must provide the following information at a minimum: Organization Name, Contact Person with address, telephone number and email address, participating organization, hardware and software environment, Date of Installation, status of implementation and discussion of activities and applications. The City may contact the references given and may visit installed sites if desired.
- b. Submit qualifications for each team member that will be assigned to the City's system project. Vendor staff qualifications must include longevity with firm, relevant certifications, brief project/assignment history with your company and how many systems have they worked on as the one proposed for the City.
- c. Provide a plan for working with the City of Galveston to achieve your proposal.
- d. Complete the following chart for Recurring Costs and include in proposal.

Complete as appropriate. This chart shall summarize all initial, one-time, and recurring costs for the next 5 fiscal years.

Complete as appropriate. This chart shall summarize all initial, one-time, and recurring costs for the next 5 fiscal years.	Initial installation and all one-time costs	Recurring costs				
	Fiscal year ending 9/30/2018	Fiscal year ending 9/30/2019	Fiscal year ending 9/30/2020	Fiscal year ending 9/30/2021	Fiscal year ending 9/30/2022	
Installation						
Training						
Other labor						
Subtotal Labor						
Servers/NVRs/Workstations						
Network						
Other hardware						
Subtotal Hardware						
Licensing						
Software						
Maintenance						
Extended Warranty						
Upgrades						
Subscriptions						
Other software/licensing/maintenance						
Subtotal Software licensing/maintenance						
Support/Troubleshooting						
Consulting						
Other support						
Subtotal Services and Support						
Other						
Subtotal						
Total						

General Proposal Information

Proposals will be evaluated and award made on the basis of the following factors and respective weights:

Criteria

System Requirements / 10 Points

- The system's compliance with the requirements set forth in the objectives information.

Technical Requirements / 10 Points

- The system's compliance with the requirements set forth in the objectives information.

Functionality / 25 Points

- The system's compliance with the requirements set forth in the objectives information.

Implementation Services / 20 Points

- Describe knowledge transfer to the City staff regarding implementation, integration, etc.
- Supply a description /timeline suggestion for the implementation of the system to go live.
- Provide a Statement of Work that includes in detail all deliverables and control and project management procedures.

Licensing and Support Services / 10 Points

- What is the typical frequency of software upgrades?
- Include pricing for support. If multiple levels of support are available, provide pricing for each level of support.

System Cost / 25 Points

- Cost of system documentation.
- Quote annual costs for the proposed maintenance agreement where applicable. List cost of training increments included with the system purchase. Quote the cost of additional training increments along with any conditions attached to their purchase.
- Quote a lump sum and hourly rates for implementation services and consulting services that could be enlisted for the implementation of the system.
- List separately any optional features price, but do not include these optional features in the total system price.
- Specify any discount options associated with the proposal. If applicable, specify any governmental cooperative purchasing agreements, state or federal contracts your company is associated.



Date: 4/2/2018
To: Prospective Proposers
Subject: Addendum No. 1 – Parks Management Software
Questions & Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 3/12/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions & Answers:

Whether companies from Outside USA can apply for this? (like, from India or Canada) **Any company is able to submit a proposal.**

Whether we need to come over there for meetings? **It is possible that representatives will be requested to come to Galveston.**

Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada) **It is possible.**

Can we submit the proposals via email? **No electronic proposals will be accepted. Please see the solicitation documents for instructions on how to submit.**

What is the number of Facilities the Galveston has? **Two Recreation Centers**

Does that City want Data Migration? **No**

Would it be possible to receive the RFP in editable format? **No**

Which Financial System are you currently using? **None**

Do you have a budget for this solution? **Yes**

How many people are needing trained? **Around ten, max twenty.**

Do you prefer on site or virtual training? **Virtual will work in order to keep costs down.**

Would you be interested in process consulting as an addition to the scope? **No**

What is your estimated total annual revenue that you anticipate running through the system? **The city at this time does not collect revenue. Admissions are free to citizens at the Recreation Centers.**



CITY OF GALVESTON – RFP # 18-014
ADDENDUM 1
PARKS MANAGEMENT SOFTWARE

What financial system are you needing a solution to be compatible with? Can you explain your ideal compatibility? **The City of Galveston utilizes Banner Software. If it cannot be matched, it would have to be able to convert data into Excel.**

Do you have a preferred merchant or are you open to recommendations? **Open**

Does the City of Galveston Parks and Recreation Department utilize accrual accounting? **No**

Regarding Appendix J, Section 7, objective No. 14 "The proposed system shall interface with, or provide data feeds to internal and/or external systems," can the City provide "internal and/or external systems" examples beyond the financial software noted in objective No. 8 of the same section? **Basically, be able to convert data into Excel**

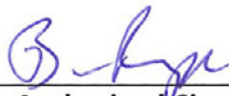
Can the City confirm that no data migration from the existing software is desired? **That is correct.**

What was the revenue processed through your current provider for 2017? **None, at this time we are not charging admission in the two Recreation Centers. We are charging at a newly built pool that just came on line.**

What was the number of transactions processed through your current provider in 2017? **N/A**

Would the City want onsite training as part of implementation? **On site or on-line**

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

April 3, 2018

Date

Brian Rempe, CEO

Printed Name

CivicPlus

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



April 9, 2018

City of Galveston Purchasing Division
823 Rosenberg Street, Room 306
Galveston, Texas 77553

Re: RFP: 18-11 Parks and Recreation Management Software

Dear Selection Committee:

Our mission at CivicPlus is to help local government work better. Local governments are continually being asked to do more with less. Technology can be the solution, but complicated applications can cause more issues than they solve. The CivicRec Recreation Management System is both comprehensive and easy-to-use to encourage citizen engagement in your park facilities and recreation activities.

CivicPlus' focus to help local governments work better and engage their citizens through their web environment began in 1994 in Manhattan, Kansas. We've steadily grown over the last 20+ years and our staff of over 250 professionals continue to hone our skills working with municipal organizations across the US and Canada. CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments.

Because Galveston has unique values and goals for reaching out to your community, the CivicRec RMS will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- Unlimited user licenses
- Access to all CivicRec modules
- Ongoing software updates
- 24/7/365 support with secure hosting

With the CivicRec Recreation Management System (RMS), your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your staff works while creating an engaging experience for your citizens.

A Galveston Parks and Recreation Department and CivicPlus partnership will save you time and money with a solution for your community to find what they need, when they need it.

Sincerely,



Chelsey McGhee
Enterprise Account Manager
McGhee@civicplus.com
Direct Line 785-323-1542



Executive Summary

CivicRec is a hosted, web-based application specifically designed to meet the needs of park and recreation departments. Because the system is a Software as a Service (SaaS) solution, it is ready to go off-the-shelf to meet your needs quickly.

We would like to offer Galveston the opportunity to access a CivicRec sandbox environment so you can experience the product during the software evaluation process. The sandbox will mirror the production environment and will include all CivicRec capabilities. It's important that you understand exactly what you're getting prior to signing up. A CivicRec Implementation Consultant can also be available to ensure you are getting the most out of the sandbox.

Executive Summary

See what makes the CivicRec Recreation Management Software and CivicPlus client experience exceptional:

- CivicRec has been developed exclusively for parks and recreation departments. It was not designed for another industry and altered to meet your needs. We have the focused vision and strategic direction to specifically cater to the functionality Galveston needs most.
- Our solution is a fully mature product; it is not a "framework" or "toolkit" or "vaporware".
- We have a track record of not only supporting our product, but also evolving it, so it consistently stays at the forefront of design, usability, and capability. Please compare the CivicRec solution to other products out there so you get a sense of not only what it does, but also how it feels.
- You can be up and going quickly with our proven implementation process that averages 16 weeks.
- In order to keep our products fresh, CivicRec clients can submit product enhancement requests through an online ticket tracking system. We regularly accept and incorporate client feedback, which benefits our entire user base, at no cost.
- There is no limit to concurrent users—receive the entire system with no user licenses to purchase or update.
- All modules are available to all clients all the time at no additional cost.
- Every software update (product enhancement) is available to all clients at no additional cost. You will always have brand new software!



CivicRec Modules & Features

Account Management	Facility Reservations	Activity Registration	Membership Management
Point of Sale / Inventory Management	General Admission Ticketing	League Management	Financial Accounting / Reporting
Mobile Experience	Surveys	Mail / SMS Blasts	And more!



Degree of Compliance

All services quoted in this proposal are in full accord with the general requirements as described in RFP: 18-11 Parks and Recreation Management Software.

Noted Exceptions

Appendix A, I. Required Proposal Information, 3. Term of Contract and Option to Extend, C. Price Increases Upon Extension

Beginning Year 3 of your contract, the Annual Services will be re-evaluated and determined based on the prior year transaction volume.

Appendix A, II. Contract Terms and Conditions

A successful project begins with a contract that meets the needs of both parties. We have implemented many successful projects and look forward to negotiating contract terms with Galveston. CivicRec respectfully requests the ability to discuss terms with you before agreeing to comply with the contract terms provided in the RFP.



Descriptive Literature

CivicRec Client Quotes



“

For participant use, it is the absolute best tool for them to browse through programs, to register, look at available rentals and to access information about times and locations for all programs.

”

Carrollton Parks, Recreation, and Cultural Arts Department,
Georgia



“

Since we have signed up with REC1 [now CivicRec] our membership, participants, and activities have grown tremendously. I recommend this product to any recreation department that is looking for a change in software management.

”

Hurricane City Recreation, Utah



“

We have had nothing but positive feedback from staff and clients on the ease of registering since making the change two years ago. Again, thank you for all your help and support, and looking forward to the future enhancements as they are released.

”

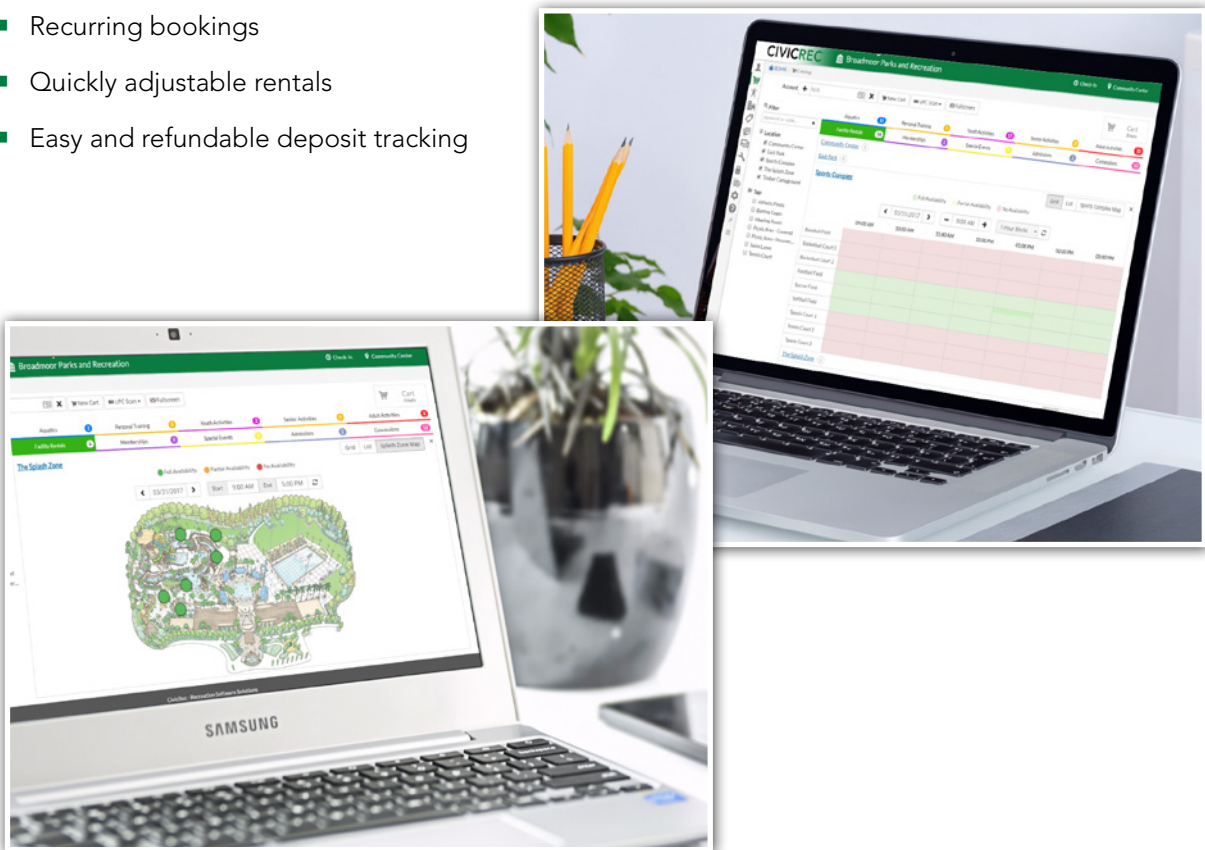
City of Kerman, California

Features & Functionality

Facility Reservations (Online and In-House)

All facility functions in CivicRec are completely integrated. Generate and email complex permits, schedule programs, take in-house and online reservations, and schedule leagues and meetings - all without fear of double bookings! Grid views and map based bookings also make campsite reservations a breeze.

- Master calendar for a quick and easy way to view facility availability
- Rentals or admin reservations
- Reservations for scheduled activities such as head-to-head league games
- Waivers, prompts, and forms
- Recurring bookings
- Quickly adjustable rentals
- Easy and refundable deposit tracking

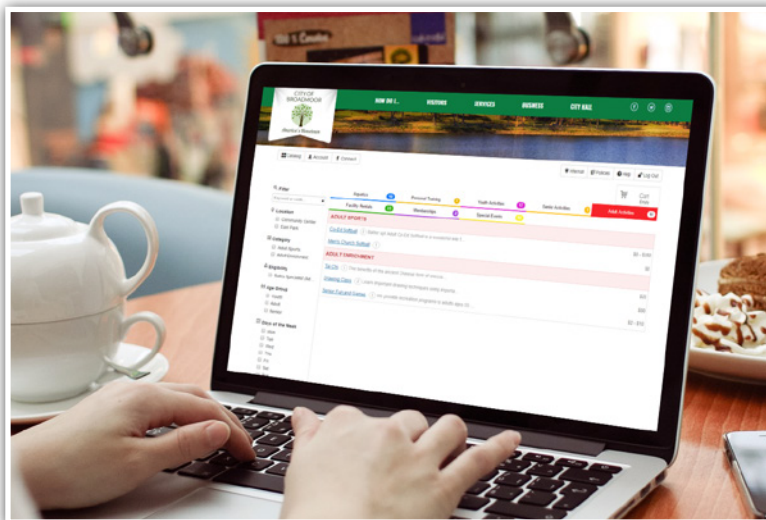
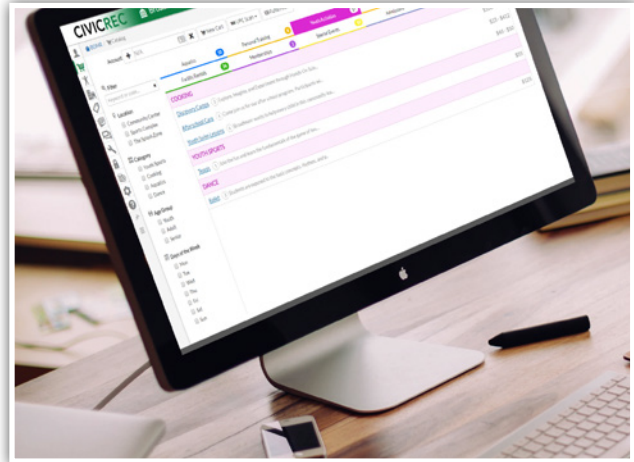


Features & Functionality

Activity Registration (Online and In-House)

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors with the Activity Registration module. Easily take registrations in-house or allow your public to register on the device of their choice, including mobile. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

- Register multiple household members at once
- Merchant account integration
- Branded receipts
- Receipts and permits emailed after checkout
- In-house Staff (with permissions) can alter fees, pro-rate, and leave balances
- In-house payments can be spread across multiple payment types
- Registrations accepted securely through the web
- Resident/non-resident determination
- Online registration page styled to match department website
- Social networking integration
- Pay balances online
- Volunteer Management

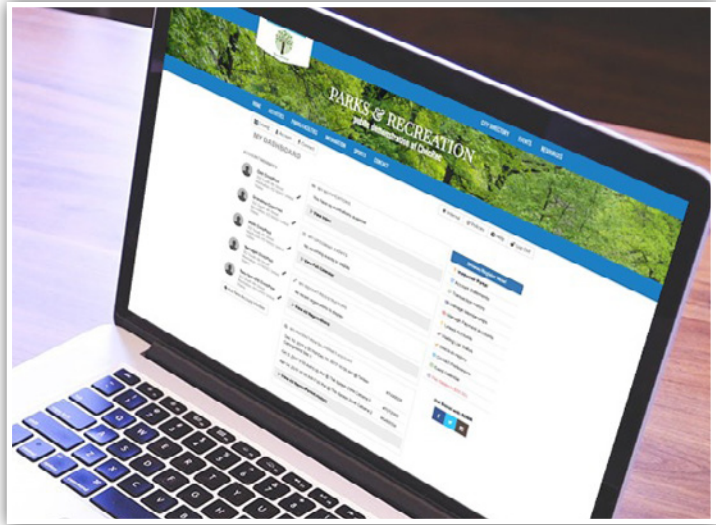


Features & Functionality

Citizen Dashboard / Account Management

With CivicRec, all your citizens' most important features and tools are just one click away. Our intuitive public dashboard allows access to needed information without searching through web pages or placing calls to department staff. Citizens can conveniently view notifications, inbox messages, and calendars upon logging in, then easily browse and register for programs and rent facilities.

- Easy citizen login via Facebook, Google account or email address
- Add family or organization account members with age and resident information - makes signing up for activities a breeze
- Intuitive user dashboard that shows citizens notifications, upcoming events, and recent registrations
- Event calendar syncs all account members' activities in one place
- Viewable transaction history – with access to prior receipts, waivers, tickets, and more
- Manage memberships, waivers, and payment accounts



In addition, your staff can manage user accounts in-house. Tools like communication tracking with internal notes and flags as well as duplicate account prevention help keep your staff informed and your system clean and organized.

Features & Functionality

Membership Management

Customer Management in CivicRec is particularly easy. Associate photos and avatars with users for use on membership cards and system profiles. Staff can see a history of all of the account's transactions. Leave credit/debit cards on file for future and recurring payments. Perform other functions like sending invoices, merging accounts, and more.



Easily sell memberships and punch cards, take photos of members, print cards or associate barcode key tags, and check people into a facility. CivicRec will even help you auto-bill your members to ensure everyone stays paid and current.

Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

- Manage product categories
- Flexible pricing
- Touch screen friendly
- Cash drawer and receipt printer interface
- Single checkout experience with program registrations and facility rentals
- Multi-level tax support
- Tax can be included in the price or tacked onto total
- Inventory management



Features & Functionality

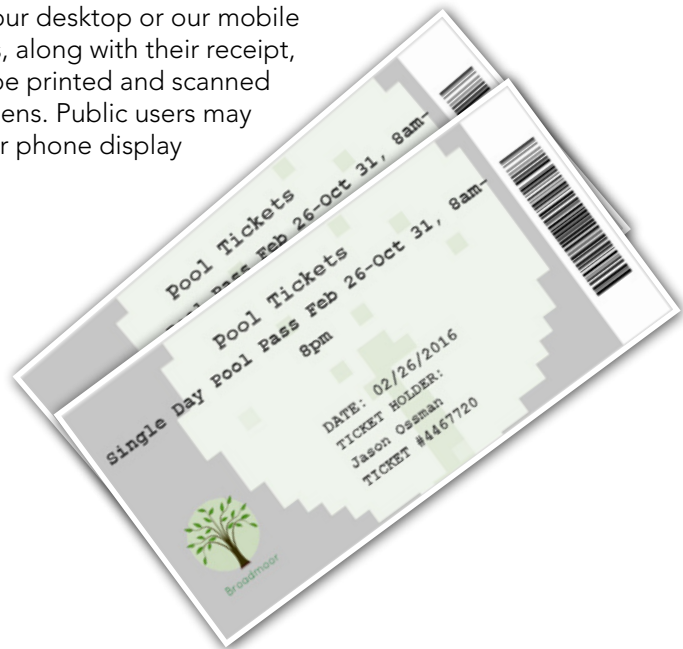
League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Public facing “Scores and Schedules” pages can be linked to directly from your website so that your public always has up to date information about their leagues. Including an exciting “Parent/Player Portal” that will make it even easier for participants to follow their leagues.

- Team or individual signup
- Assessments
- Auto-scheduling with drag-and-drop adjustments
- Drag-and-drop drafting
- Enter in game results
- Schedules, scores, and standings available by link from your website

Ticketing

Easily generate tickets for events either through our desktop or our mobile experience. Public users receive additional pages, along with their receipt, that contain their tickets. Those tickets can then be printed and scanned into our mobile check-in or desktop check-in screens. Public users may also prefer to simply show the ticket code on their phone display instead of printing.

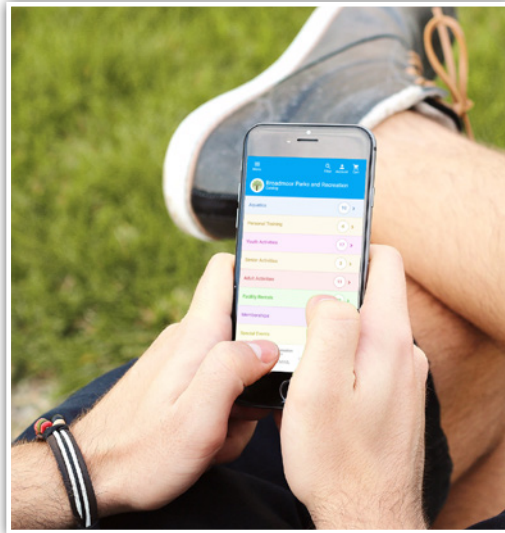


Features & Functionality

Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. The mobile experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. We always try to adhere to industry standards to ensure access by all customer populations.

- Mobile Responsive
- No constant app update or installation
- Social networking integration
- QR Code Support



Surveys

Participants will automatically receive post-program surveys requesting feedback on your programs, organization, instructors, and processes. This information is captured and is presented back to staff to assist in determining how well your programming is being received.

Email / SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is a particularly handy report that allows for mailings based on several different filters. SMS messaging has recently been introduced to facilitate those particularly time-sensitive notifications like cancellations.

Features & Functionality

Reporting / Financial Accounting

CivicRec has a very powerful reporting engine. There are dozens of standard reports in CivicRec. However, staff can basically take any report and customize it to their liking. Filters can be added and/or removed. Fields can be added and/or removed. Reports can be sorted, saved, emailed, exported, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from a client and ensure that it is made available as requested.

- Over 100 canned reports
- Completely customizable filters and report fields
- Export to Excel
- Quick email capabilities for displayed reports
- Custom report saving for future use
- Scheduled reports for email delivery to any email address at any time

Credit Card Processing / Payment Gateway Options

CivicRec has multiple credit card processing options. CivicRec can serve as the payment gateway of record for credit card processing. A percentage + transaction fee (3% + \$0.30 per transaction) applies. This is separate from the annual maintenance and support fee.

Alternatively, we can integrate with other payment gateway providers if a client desires to use its own merchant account. CivicRec can provide access to a supported payment gateway vendor (additional fees may apply). If, however, your preferred payment gateway is not on our list of approved vendors, additional development time would be required. We would scope the work and estimate the time and amount of such integration, which would be agreed upon prior to starting any work.

Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.



Contractor Background Information

Client References



DENTON PARKS AND RECREATION, TEXAS

Caroline Seward
Rec Center Program Area Manager
215 E. McKinney St.
Denton, TX 76201
Phone: 678-924-7768
Email: caroline.seward@cityofdenton.com
CivicRec Recreation Management System - Summer 2017



gwinnettcounty
parks & recreation

GWINNETT COUNTY COMMUNITY SERVICES, GEORGIA

John Register
Recreation Manager
75 Langley Drive
Lawrenceville, GA 30046
Phone: 770-822-8819
Email: john.register@gwinnettcounty.com
CivicRec Recreation Management System - Fall 2014



LA MIRADA COMMUNITY SERVICES, CALIFORNIA

Oliver Osuna
Supervisor
13700 La Mirada Blvd
La Mirada, CA 90638
Phone: 562-943-7277
Email: oosuna@cityoflamirada.org
CivicRec Recreation Management System - Winter 2016

Project Team

As a part of our successful project implementation process, your individual, dedicated project manager and team members will be determined just prior to kick-off, so we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. This process helps ensure we deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

Project Team

An experienced project team will assist you throughout the entire process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project and beyond.



Landon Schenck – General Manager of CivicRec

Landon has over 20 years of software development experience, including developing the CivicRec software from the ground up. Landon manages the product strategy and overall vision for CivicRec and also continues to personally engage with larger customers during their implementation process.

Education

BBA in Management
Information Systems

Resume

Software Developer
General Manager of Recreation
Software

15+ Years of Experience

IT Consulting
Product Design & Development
Custom Software Development



Allison Hill – Manager of Implementation Teams

Ali leads our Implementation Team. This team oversees all interdepartmental interactions to ensure your staff is excited, your citizens are engaged and your project is developed in a timely manner by professional website experts.

Education

BA Psychology

Resume

Project Manager
80+ Websites
Content Developer

5+ Years of Experience

Project Management
Customer Service
Leadership



Jim Flynn – Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. He coordinates and manages our in-house experts on the technical aspects of your project. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

Education

BA Computer Information
Systems

Resume

Chief System Architect
Information Technology
Director

18+ Years of Experience

Cyber Security
Network Infrastructure
System and Software Architecture



Sumre Amerin – Manager of Account Management

Upon launch of your project to the public, Sumre will assign you an account manager. Your dedicated account manager is a specialized team member that will ensure you stay current on CivicPlus solutions. Your account manager will partner with you to create an on-going strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

Education

BS in Integrated Services

Resume

Performance Management
Consultant
Sales Manager

5+ Years of Experience

Leadership
Customer Service
Project Management
Process Improvement



Constance Huseh – Manager of Client Support

Constance Huseh manages the technical support team for all CivicPlus products. This specialized team operates on a 3 tier, product specific, escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance content and best practices information.

Education

BA English, Communication

Resume

Technical Support Specialist
Documentation and
Communications Manager

5+ Years of Experience

Technical Support
Business Management
Team Building
Customer Service

Sample Project Plan

The following is a simplified, example project plan. A typical CivicRec implementation averages 16 weeks. Galveston's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.

Kick-Off	
Project Kick-Off Meeting	
Your Implementation Consultant will establish your project schedule and coordinate communication channels and meetings with your staff and your Implementation Consultant	
Phase 1	
Round 1 Client Deliverables Due	Configuration Training
Payment Gateway Information	Training Sessions
Phase 2	
Round 2 Client Deliverables Due	CivicPlus Public Page Build
Facility & Activity Import	CivicPlus will create the public page view to ensure it has the same look and feel of your current website & complete round 2 imports
Phase 3	
Facilities / Activities Training	POS Training
Training Sessions	Training Sessions
Phase 4	
Client Catalog Build Due	
Catalog is fully built with all desired facilities and activities	
Phase 5	
System Preparation For Launch	Go Live & Sign Off
Project check in meeting to discuss preparation for Go Live, go over items that were imported, verify payment gateway, and public page setup	New CivicRec product goes live, client introduced to Account Manager

Project Approach

Implementation Consultant

Galveston will be assigned an Implementation Consultant who will work closely with you throughout the entire project deployment process. Your Implementation Consultant will act as a liaison between you and CivicRec, ensuring that milestones are met, status calls are conducted, issues/considerations are addressed, and startup is a painless process. Phase checklists as well as a detailed project plan will be utilized to facilitate project activities and track milestones.

Your Implementation Consultant will be available to offer guidance and best practice guidelines for operating the CivicRec RMS. Our Implementation Consultants have assisted hundreds of clients in configuring their systems. They are often able to share tips and advice on how to make CivicRec work more efficiently for our clients and their public.

Project Timeline

CivicRec can begin your project as soon as contract signature is complete. The start date is driven by your preference, and specific dates will be added to your project plan after final scoping. Implementation is not complicated with our comprehensive base products and minimal customization requests.

If you have implementation, training, or integration needs that require a longer timeframe, we're happy to adjust accordingly. These customizations, as well as your own scheduling needs, will factor into the final implementation schedule and may extend your Go Live date.

During the implementation period, Galveston and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. You will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and you will check to be sure the site is fully configured and ready for launch. Once you have indicated a Go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should you desire.

Training Plan

We recommend a train-the-user approach in most cases with hands-on training for participants. Users learn the system much more quickly when they're entering actual data during the training sessions. CivicRec offers web-based training as well as on-site training.

Two (2) days of web-based training is estimated for this project. The specific training plan will be customized to meet your specific needs. We typically break training up by our modules (Registration, POS, Rentals, Reporting, etc.). Sometimes a client may instead ask for training according to job role, which can easily be done. Classes with more than 20 users tend to lose their effectiveness. We will also make sure any of your last minute questions are answered before Go Live.

Note: We do not offer system administrator training as a separate item as it is included as part of our system development and implementation.

Optional Project Enhancements

Data Imports

CivicRec can import content from your current database, including future bookings and active memberships. After a more detailed discussion with Galveston, we can recommend options for extracting and saving data from your current database. If you desire CivicRec to import your data, leveraging our custom developed scripts and libraries to import your data, additional fees may apply.

Integration Development

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that Galveston may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- CivicRec can provide integration to your selected payment gateway (for credit card processing).
- CivicRec can also produce a GL extract compatible with your financial system. We have interfaced with a number of different systems and are confident that we can produce a file compatible with yours.
- CivicRec can integrate with GIS systems for purposes of local resident determination.

System Customizations

CivicRec is ready to go off the shelf. In some situations, our clients have asked for either software enhancements or for custom code specific to their needs. If customizations are requested, we will work with you to fully understand your requirements prior to beginning work. Once scope and price have been agreed upon, our staff will begin your custom project. If you wish to test the custom code changes, then we will provide a testing environment in which you can review the new functionality and provide sign-off prior to moving the code to production.

Your Role

CivicRec will work with a single point of contact from Galveston. You should consider the following roles for a successful implementation team.

Role	Responsibilities
Project Executive	Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.
Project Manager	Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.
Lead Staff	Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.
Frontline Staff	Acts as end users of the system and will participate in end user training sessions.
Information Technology	Coordinates with CivicRec on any technical aspects of the system and transfer of data.
Finance	Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.
Marketing	Identifies and communicates rollout and adoption process both internally and to the public.

Ongoing Services

Support

CivicRec is an internet-based, fully hosted software solution. We will handle all of the server-side maintenance, backups, replication, PCI compliance, fixes, patches, and software upgrades. All maintenance, hosting, and product upgrades are included at no additional cost within the annual maintenance and support fee.

CivicRec processes standard support requests from 7am-7pm Eastern, Monday-Friday (excluding holidays). Emergency support is offered 24/7.

CivicRec will provide a toll free number and online chat support, as well as an online support system for users to submit software issues or requested enhancements. For emergencies, users may either call CivicRec or enter an emergency ticket into the system. Emergency tickets include any CivicRec issue that is causing a disruption to your ability to use our system (i.e., the website is down). These issues are addressed immediately. Additionally, CivicRec is available to be on site with you when needed (travel expenses may be incurred).

CivicRec also maintains a product Help Center where users can review articles, User Guides, FAQ's, and can get tips on best practices. The Help Center is also where we store Release Notes and our community for enhancement suggestions.



I'd have to say my favorite part of CivicRec is the service. Sometimes I encounter something I just can't figure out and CivicRec is always there with a solution. They respond quickly and thoroughly.

Client review from Capterra www.capterra.com/parks-and-recreation-software/



Dedicated Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon Go Live, you will have a dedicated member of this team to provide you with further information on how to utilize the tools in your new RMS. Your account manager will help you keep up on new CivicPlus products and optimize your system.

Release / Upgrade Schedule

CivicRec currently utilizes a monthly release schedule. You can expect to receive an average of one new feature per month. We also try to release a new major module quarterly. If bugs are identified, those are “hotfixed” into production and do not await our standard release dates.

CivicRec is an SaaS solution and all customers are on the same code base. Product enhancements are provided on an ongoing basis to our clients at no additional charge. Many, if not most, of these enhancements originated from a customer enhancement request that was applied to the base product and made available to all CivicRec customers.

System changes are communicated via our website (users will see a notice upon login). For major changes that may require additional staff training (e.g., a brand new module is being released), we will notify Galveston in advance and schedule the rollout with you as appropriate.

We base our roadmap on requests from our customers as well as on our own internal product goals. We maintain a roadmap request system that allows for customers to request changes and to up/down vote ideas that are under consideration.

PCI Compliance

For credit card security, CivicRec is certified as PCI SAQ-D (Service Provider) compliant. We maintain PCI compliance through an Approved Scanning Vendor (ControlScan). We are scanned monthly and provided a quarterly certificate of compliance. Our customers are provided a copy of that certificate for use in their own PCI Compliance.

We also try – when possible – to take CivicRec (and you) completely out of PCI scope by leveraging “hosted” payment pages when available. Many payment gateways have payment forms that can be embedded within CivicRec (or that the browser can be redirected to) that ensure card data never touches the CivicRec servers. Instead, the card data is keyed directly into the payment gateway’s form, and CivicRec simply receives a notification that the payment was successfully made.

Hosting & Security

Data Center / Security

CivicRec utilizes industry standards, insurance requirements, and PCI requirements to ensure that CivicRec is only accessed in the manner it's intended to be accessed and by people who are authorized to do so. Methods include:

- Physical security at our Tier III data centers (Coders, TelX, and Rackspace)
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

All data centers provide a network operation center with 24/7/365 monitoring of the data center environment, system availability, and performance. The data centers are SSAE 16 compliant.

For user security, CivicRec will assist Galveston in configuring user levels and assigning users to those groups. Thousands of permissions can then be configured on a group by group basis. Most permissions apply on individual pages, but some also apply to specific functions within a page (buttons, fields, etc). CivicRec will guide you through this process as part of Training & Implementation.

Disaster Recovery / Redundancy

CivicRec has policies and procedures in place to ensure continuity and disaster recovery. We utilize local, replicated servers to ensure that copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. In addition, we have a process that encrypts backups once each day and sends them offsite for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data...even in the event of catastrophe.

Data Backup and Archive

Galveston can export data as needed in the standard reporting tool. CivicRec discuss with you how to address any elevated data retention requirements if needed. Professional Services fees may apply to custom configurations/capabilities. CivicRec utilizes local, replicated servers to ensure copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. We also have a process that encrypts backups multiple times per day and sends them off site for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data.

Complete as appropriate. This chart shall summarize all initial, one-time, and recurring costs for the next 5 fiscal years.	Initial installation and all one-time costs	Recurring costs			
	Fiscal year ending 9/30/2018	Fiscal year ending 9/30/2019	Fiscal year ending 9/30/2020	Fiscal year ending 9/30/2021	Fiscal year ending 9/30/2022
Installation	\$3,000	n/a	Beginning Year 3 of your contract, the Annual Services will be re-evaluated and determined based on the prior year transaction volume.		
Training	\$2,500	n/a			
Other labor	n/a	n/a			
Subtotal Labor	\$5,500				
Servers/NVRs/Workstations	included	included			
Network	included	included			
Other hardware	included	included			
Subtotal Hardware					
Licensing	included	included			
Software	\$4,500	\$4,500			
Maintenance	included	included			
Extended Warranty	included	included			
Upgrades	included	included			
Subscriptions	included	included			
Other software/licensing/maintenance	n/a	n/a			
Subtotal Software licensing/maintenance	\$4,500	\$4,500			
Support/Troubleshooting	included	included			
Consulting	included	included			
Other support	included	included			
Subtotal Services and Support					
Other	n/a	n/a			
Subtotal					
Total	\$10,000	\$4,500			

Investment Proposal

All quotes are estimates and presented in US dollars. Pricing is valid for 90 days from April 9, 2018.
CivicRec reserves the right to adjust pricing after a final scoping session.

Year 1 Investment (Includes Year 1 Annual Services) \$10,000

Project Development & Implementation

- System Development
- Project Implementation
- Two (2) Days of Web-Based Training
- Payment Gateway Set-Up with CivicRec

Year 2 Investment \$4,500

Annual Services – Software Licensing, Maintenance & Support

CivicRec Recreation Management Software licensing, maintenance, 24/7 technical support (standard business hours with after-hour emergency support), daily backups, replication, fixes, patches, product enhancements, etc. (Credit card processing is not included.)

Year 3 & Beyond

Annual Services

Beginning Year 3 of your contract, the Annual Services will be re-evaluated and determined based on the prior year transaction volume.

CivicRec as Payment Gateway

As your payment gateway provider, CivicRec will collect and disburse all credit card monies. A Percentage + Transaction Fee (3% + \$0.30 per transaction) applies. This is separate from the annual maintenance and support fee.



City of Galveston

CAPITAL PROJECTS STAFF REPORT

July 11, 2018

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 Change Order No. 3 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$105,612.07 from the amount of \$7,515,625.77 to a new total amount of \$7,621,237.84. 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 rehabilitation of the four existing ground storage tanks (GST's) at the 59th Street Pump Station complex 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 Dannenbaum Engineering Corporation to provide engineering design services for the Rehabilitation of Ground Storage Tanks at 59th Street project.
- E. The City Council subsequently awarded a contract with Brunel Industrial & Pipeline Services, LLC in the amount of \$6,477,984.36 on August 24, 2017 for the construction of this project.
- F. The contract was subsequently increased by \$658,906.67 to the amount of \$7,136,891.03 in Change Order No. 1 on May 24, 2018 and by \$378,734.74 to the amount of \$7,515,625.77 in Change Order No. 2 on June 21, 2018.

II. Current Situation

- A. During the investigation of the interior of tank #1 during the construction phase, it was discovered that the floor of the tank is extremely pitted due to corrosion and requires additional repairs and coating.
- B. This condition was unknown prior to the start of the project due to the City's inability to remove the water from the tank.
- C. Brunel Industrial & Pipeline Services, LLC has requested Change Order No. 3 for additional work due to the following issues:
 - 1. Additional pumping to dewater Tanks #2 and #3 due to leaking valves \$ 62,239.92
 - 2. Special fittings to connect to the 30 inch waterline \$ 18,522.00
 - 3. Replacement of interior ladder for Tank #4 \$ 3,202.75





City of Galveston

CAPITAL PROJECTS STAFF REPORT

4. Additional work rerouting lines around old flow control station	\$ 15,791.40
5. <u>Additional work due to unknown sheet pile blocking a waterline</u>	<u>\$ 5,856.00</u>
Total	\$105,612.07

D. Dannenbaum Engineering has recommended approval of this request.

III. Issues

This additional work is necessary to continue with the project of bringing the four existing GST's up to current standards to provide potable water for the citizens of Galveston.

IV. Alternatives in order of priority

- A. Approve Change Order No. 3 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$105,612.07 from the amount of \$7,515,625.77 to a new total amount of \$7,621,237.84.
- B. Do not approve the change order.

V. Recommendation

Approve Change Order No. 3 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$105,612.07 from the amount of \$7,515,625.77 to a new total amount of \$7,621,237.84.

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	\$ 7,621,237.84 (increase of \$105,612.07)
<u>Construction Administration</u>	<u>\$ 119,331.00</u>
Total Cost of Implementation	\$ 7,740,568.84

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Dannenbaum Engineering 3100 West Alabama Houston, Texas 77098 Phone No.: 713.520.9570	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Brunel Industrial Services, LLC 4460 Genoa Red-Bluff Rd. Pasadena, TX 77505 Phone No.: 713.966.9032 Agreement Date: 10/03/2017
Date: 07/17/2018 Project Code No.: P21559-1a Bid Package No.: 177247_BID2	Contract For (Project Description): 59 th Street Ground Storage Tank Rehabilitation	GLO Contract No.: 15-081-000-8748/DRS220051 Change Order No.: 3

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
Phase I-5	Additional work required to drain GST No. 2 and 3.		\$ 62,239.92
Phase II-31	Special 30-inch water line fittings to connect to existing 1888 water line.		\$ 18,522.00
Phase II-32	Repair corroded portions of the interior ladder on GST No. 4.		\$ 3,202.75
Phase II-33	Re-route of 24-inch and 30-inch water lines around existing pump house.		\$ 15,791.40
Phase II-34	Existing sheet pile interference with proposed 24-inch water line.		\$ 5,856.00
	Grand Total		\$105,612.07

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	\$6,477,984.36	Original Contract Time:	395 days
Previous Change Order(s): No. 1 to No. 2	\$1,037,641.41	Net Change From Previous Change Orders:	117 days
Contract Price Prior to this Change Order:	\$7,515,625.77	Contract Time Prior to this Change Order:	517 days
Net Increase/Decrease of this Change Order:	\$ 105,612.07	Net Increase/Decrease of this Change Order:	0 days

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: The contract is unit price; however, the item covering this work is a Lump Sum. The pricing provided is competitive.

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

☐ N/A

7. Is the TCEQ permit approval still valid? (sewer projects only)

☐ Yes

☒ N/A

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).

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

July 6, 2018

Mr. Ross Blacketter, PE
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
59th Street Pump Station GST Rehab
Change Order No. 3 Recommendation

Dear Mr. Blacketter:

Change Order No. 3 pertains to Change Order Request No. 1, 3, 10, 11 and 12. Change Order Request No. 1 is a request for additional time and money for additional work required to drain GST No. 2 and 3 and the associated piping. It was deduced that improperly seated valves were causing water to continue to fill the tanks and associated water lines which caused delays and extra work. The request is for \$62,239.92 and no additional contract days. Dannebuam feels the prices are competitive and the request is justified and therefore recommends approval of this Change Order in the amount of \$62,239.92 with the addition of 0 contract days.

Change Order Request No. 3 is a request for additional time and money for additional work required to connect the existing 30-inch water line to the new 30-inch water line. The existing 30-inch water line was installed in 1888 and as a result is no longer compatible with modern pipe dimensions. This required the contractor to purchase specially made fittings and required more work than was originally scoped. The request is for \$18,522 and an additional 10 contract days. Dannebuam feels the prices are competitive and the request for additional money is justified, however no additional time will be granted. Dannenbaum recommends approval of this Change Order in the amount of \$18,522 with the addition of 0 contract days.

Change Order Request No. 10 is a request for additional money for additional work required to repair corroded portions of the interior ladder on GST No. 4. This work is required to ensure the safety of workers when entering and exiting the ground storage tank. The tanks at the 59th Street Pump Station have been drained for several years and have been open to the atmosphere. It is believed that corrosion has progressed since the onset of the Design Phase of this project. The request is for \$3,202.75 and no additional contract days. Dannebuam feels the prices are competitive and the request is justified and therefore recommends approval of this Change Order in the amount of \$3,202.75 with the addition of 0 contract days.

Change Order Request No. 11 is a request for additional money for additional work required to route the proposed 24-inch and 30-inch water lines around the existing pump house, in lieu of boring under the pump house as originally specified by the plans. Existing piping connected to the pump house, thought to have been removed when the pump house was abandoned, conflicted with the location of the proposed bore pits. The decision was made to re-route the water lines in lieu of extending the length of the bores. The request is for \$15,791.40 and no additional contract days. Dannebuam feels the prices are competitive and the request is justified and therefore recommends approval of this Change Order in the amount of \$15,791.40 with the addition of 0 contract days.

Change Order Request No. 12 is a request for additional money for additional work required to install the proposed 24-inch water line. An existing sheet pile was discovered during the installation of the water line and required the contractor to cut a hole through the sheet pile. The request is for \$5,856.00 and no

additional contract days. Dannebuam feels the prices are competitive and the request is justified and therefore recommends approval of this Change Order in the amount of \$5,856.00 with the addition of 0 contract days.

Dannebuam recommends approval of this Change Order in the amount of \$105,612.07, for the new Construction Contract total of \$7,621,237.84 which is a 17.65% increase, and would not increase the Contract Term which is currently 517 days. The current Completion Date is March 24, 2019.

Sincerely,

A handwritten signature in blue ink that reads "Tyson Arnold". The signature is written in a cursive, flowing style.

Tyson Arnold, PE
Associate – Public Works Department
Dannenbaum Engineering Corporation

CC: City of Galveston – Trina Jankowski
City of Galveston – Jimmy Hamilton

Attachments



City of Galveston

CAPITAL PROJECTS STAFF REPORT

July 17, 2018

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 Change Order No. 10 to the contract with Cardinal Contractors, Inc., for the New 59th Street Pump Station project, increasing the contract by \$39,070.38 to a new total amount of \$17,523,135.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. As a result of Hurricane Ike, the 59th Street pump station failed to function.
- 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. A new pump station needs to be built to higher elevation and wind load rating to ensure that the entire island will have continued potable water during and after a future event.
- E. City Council approved Dannenbaum Engineering Corporation to provide engineering design services for the new 59th Street Pump Station Project on July 25, 2013 for the amount of \$1,958,170.00.
- F. Council awarded a contract with Cardinal Contractors in the amount of \$15,887,000.00 on June 25, 2015 for the construction of this project.
- G. The contract was subsequently increased by \$11,025.73 in Change Order No. 1, by \$544,594.86 in Change Order No. 2, by \$79,447.26 in Change Order No. 3, by \$148,128.50 in Change Order No. 4, and by \$470,099.25 in Change Order No. 6 to the new amount of \$17,140,295.60, by \$292,249.73 in Change Order No. 7 to the new amount of \$17,432,545.33, by \$32,205.62 in Change Order No. 8 to the new amount of \$17,464,750.95, and by \$19,313.67 in Change Order No. 9 to the new amount of \$17,484,064.62. Change Order No. 5 was a time extension only and did not include an increase in cost.

II. Current Situation

- A. Cardinal Contractors, Inc. has requested Change Order No. 10 for additional work due to the following issues:

1. Replacement of sheetrock due to water intrusion	\$ 26,175.92
2. Additional traffic control to install fiber optic cabling	\$ 6,192.26
3. Providing construction mats and grading to allow for CenterPoint	
Installation of the electrical transformers	\$ 6,702.20
Total	\$ 39,070.38

- B. Dannenbaum Engineering has recommended approval of this request.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Issues

These changes are necessary to ensure the continuation of this project.

V. Alternatives in order of priority

- A. Approve Change Order No. 10 to the contract with Cardinal Contractors, Inc., for the New 59th Street Pump Station project, increasing the contract by \$39,070.38 to a new total amount of \$17,523,135.00.
- B. Do not approve the change order.

VI. Recommendation

Approve Change Order No. 10 to the contract with Cardinal Contractors, Inc., for the New 59th Street Pump Station project, increasing the contract by \$39,070.38 to a new total amount of \$17,523,135.00.

VII. Fiscal Impact Report

Requested by:

Ross E. Blacketter, P.E.
Director of Capital Projects

Funding Source:

CDBG-DR Round 2.2
Construction \$ 11,444,221.13 (increase of \$39,070.38)
Inspection \$ 203,735.50

FEMA HMGP

Construction \$ 5,700,225.00
Inspection \$ 114,004.50

Other Funds \$ 378,688.87

Costs of implementation:

\$ 17,840,875.00

Respectfully submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Dannenbaum Engineering 3100 West Alabama Houston, Texas 77098 Phone No.: 713.520.9570	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Cardinal Contractors, Inc. 1106 N State Hwy 360 Ste. 115 Grand Prairie, Texas 75050 Phone No.: 713.896.3141 Agreement Date: 08/21/2015
Date: 07/17/2018 Project Code No.: P27527-1a Bid Package No.: 270703-1 BID1	Contract For (Project Description): New 59 th Street Pump Station	GLO Contract No.: 15-081-000-8748/DRS220051 Change Order No.: 10

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
CO10-1	Water Intrusion into Primary Building Agreement for Direct Costs		\$ 26,175.92
CO10-2	Temporary Traffic Control for 30 th Street		\$ 6,192.26
CO10-3	Provide Mats and Grading of the Site for CPE Crane		\$ 6,702.20
	Total		\$ 39,070.38

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	\$15,887,000.00	Original Contract Time:	700 days
Previous Change Order(s): No. 1 to No. 9	\$ 1,597,064.62	Net Change From Previous Change Orders:	437 days
Contract Price Prior to this Change Order:	\$17,484,064.62	Contract Time Prior to this Change Order:	1,137 days
Net Increase/Decrease of this Change Order:	\$ 39,070.38	Net Increase/Decrease of this Change Order:	0 days
Contract Price With all Approved Change Orders:	\$17,523,135.00	Contract Time With all Change Orders:	1137 days
Cumulative Percent Change in Contract Price (+/-): +10.29%		Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 18
Construction Contract Start Date: (mm/dd/yy)	09 / 14 / 15	Construction Contract End Date: (mm/dd/yy)	10 / 25 / 18

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: Lyon Arnold
DANNENBAUM ENGINEERING

Date: 7/17/18

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: [Signature]
CARDINAL CONTRACTORS

Date: 7/18/18

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: The contract is unit price, but the item covering this work was a Lump Sum.
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 ☐ N/A
7. Is the TCEQ permit approval still valid? (sewer projects only) ☐ Yes ☒ N/A
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).

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

July 17, 2018

Mr. Ross Blacketter, PE
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
59th Street Pump Station
Change Order No. 10

Dear Mr. Blacketter:

Change Order No. 10 contains Proposed Change Orders (PCO) 5, 35 and 47.

PCO No. 5 is a notice of extra work and request for additional money due to damage caused to the sheetrock as a result of water intrusion. Due to various reasons, water entered the building and made contact with the sheetrock which caused mold. After several meetings between City staff, CCI and Dannenbaum, it was determined that no single party could be considered responsible for the entire cost of the remediation required to fix the sheetrock. As a result, an agreement was made to share the costs of the work. The requested amount is \$52,351.84 to be split two ways for a final requested amount of \$26,175.92. Dannenbaum feels the request is justified and therefore recommends approval of a change order for the requested amount.

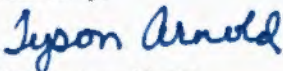
PCO No. 35 is a request for additional money as a result of added work to provide traffic control for underground work near the 30th Street Pump Station. The request is for \$6,192.26 and no additional time. Dannenbaum feels the request is justified and therefore recommends approval of a change order for the requested amount.

PCO No. 47 is a request for additional money to provide mats and grading of the site which is a requirement of CenterPoint in order for them to install the electrical transformers. The request is for \$6,702.20 and no additional time. Dannenbaum feels the request is justified and therefore recommends approval of a change order for the requested amount.

This is work that needs to be done in order to achieve the original intended outcome for this Project. Dannenbaum believes the costs associated with the Change Order are competitive for this type of work. Dannenbaum recommends approval of this Change Order in the amount of \$39,070.38, for the new Construction Contract total of \$17,523,135.00 which is a 10.29% increase. The current contract time is 1,137 with a Completion Date of October 25, 2018.

Should you have any questions, please do not hesitate to contact me at 713-527-6325.

Sincerely,



Tyson Arnold, PE
Associate – Dannenbaum Engineering Corporation

Attachments CCI LTR 00041 Rev 1
CCI LTR 00058
CCI LTR 00059



City of Galveston

CAPITAL PROJECTS STAFF REPORT

16 July 2018

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 Change Order #6 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project extending the contract term by an additional 75 days to a new term of 458 calendar days with no increase in cost. 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. The General Land Office approved Arceneaux Wilson & Cole LLC to perform design and construction phase services for the Sealy Avenue Improvements from 33rd to 25th project.
- E. Triple B Services was awarded the contract by Council on April 27, 2017 in the amount of \$2,468,141.50.
- F. The contract was subsequently increased by \$46,200.00 to the amount of \$2,514,341.50 in Change Order #1 on 25 January 2018, by \$18,375.27 to a new amount of \$2,532,716.77 in Change Order #2 on 22 February 2018, increased by \$48,187.03 to a new amount of \$2,580,903.80 in Change Order #3 on 26 April 2018, increased by \$34,465.48 to a new amount of \$2,615,369.28 in Change Order #4 on 24 May 2018, and increased by \$21,885.00 to a new amount of \$2,637,254.28 in Change Order #5 on 24 May 2018.

II. Current Situation

- A. Triple B Services, LLC has requested Change Order No. 6 for a time extension due to the following issues:
 - 1. An AT&T conduit duct bank, previously unknown, is preventing the construction of the proposed drainage system at the intersection of Sealy and 31st Street.
 - 2. Coordination with AT&T has been ongoing for approximately two months, and the relocation of the duct bank is expected to take another month for AT&T to complete.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- B. Triple B Services, LLC has requested Change Order #6 in the amount of 75 days for the delays due to this work.
- C. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order.

III. Issues

This is necessary in order for work to proceed on this project.

V. Alternatives in order of priority

- A. Approve Change Order #6 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project extending the contract term by an additional 75 days to a new term of 458 calendar days with no increase in cost.
- B. Do not approve the request.

VI. Recommendation

Approve Change Order #6 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project extending the contract term by an additional 75 days to a new term of 458 calendar days with no increase in cost.

VII. 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

\$ 2,637,254.28 **(no change)**

Construction Administration

\$ 115,927.56

Total Cost of Implementation

\$ 2,753,181.84

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





City of Galveston

CAPITAL PROJECTS STAFF REPORT

17 July 2018

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 Change Order #2 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project extending the contract term by an additional 41 days to a new term of 253 calendar days with no increase in cost. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. On 14 January 2016, the City Council approved Arceneaux Wilson & Cole LLC to perform engineering design for 33rd Street from Broadway to Harborside as part of the Capital Improvement Plan for Streets.
- B. This project - 33rd Street Improvements from Broadway Avenue to Harborside Drive – was included in the FY 2018 CIP with a budget of \$820,246.00 for construction. In addition to the construction cost, construction administration and materials testing are anticipated to bring the entire project cost to \$844,425.00.
- C. Triple B Services was awarded the contract by Council on 26 October 2017 in the amount of \$813,175.00.
- D. The contract was subsequently increased by \$58,713.46 to the amount of \$871,888.46 in Change Order #1 on 24 April 2018.

II. Current Situation

- A. Triple B Services, LLC has requested Change Order No. 2 for a time extension due to the following issues:
 - 1. A delay in work due to unforeseen issues – seven days to make a waterline tie-in due to leaking valves, one day tracking an unknown waterline, and one day for connecting to a unknown drainage structure.
 - 2. Delays in work due to adverse weather in the amount of 32 days.
- B. Triple B Services, LLC has requested Change Order #2 in the amount of 41 days for the delays due to this work.
- C. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order

III. Impact or ramifications:





City of Galveston

CAPITAL PROJECTS STAFF REPORT

If not awarded, the roadway and associated infrastructure will continue to deteriorate, thereby causing failures, unsafe conditions, significant impact to the City's maintenance budget, and potentially, higher costs in the future for repairs and reconstruction..

IV. Alternatives in order of priority

- A. Approve Change Order #2 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project extending the contract term by an additional 41 days to a new term of 253 calendar days with no increase in cost.
- B. Do not approve the request.

V. Recommendation

Approve Change Order #2 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project extending the contract term by an additional 41 days to a new term of 253 calendar days with no increase in cost.

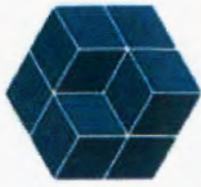
VI. Fiscal Impact Report

Requested by:	Ross E. Blacketter, P.E. Director of Capital Projects
Funding Source:	2017 G. O. Bonds Infrastructure and Debt Service Fund
Construction Cost	\$ 871,888.46 (no change)
Construction Administration	\$ 16,250.00
Material Testing	\$ 14,940.00
Total Cost of Implementation	\$ 903,078.46

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





AWC
ARCENEUX WILSON & COLE
engineering | surveying | planning

July 12, 2018

Mr. Ross Blacketter
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 2
33rd Street Improvements from Broadway to Harborside
AWC Job No. COG-040

Dear Mr. Blacketter:

Arceneaux Wilson & Cole, LLC is submitting Change Order No. 2 for the 33rd Street Improvements from Broadway to Harborside project and recommends approval of the construction contract changes. The overall result for this change order is to increase the contract duration by an additional 41 days. These days are an accumulation of rain days and days needed for construction delays due to undocumented items.

Should you have any questions or require additional information, please contact our office.

Very truly yours,
Arceneaux Wilson & Cole LLC
TEXAS REGISTERED ENGINEERING FIRM F-16194

Marc Ochoa, P.E.
Senior Engineer



City of Galveston

33rd Street Improvements (Broadway – Harborside)

Construction Contract Change Order Number 2

Consultant: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive, Suite 320 Port Arthur, Texas 77642 Phone No.: 409.724.7888	Owner: City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Triple B Services, LLP 820 Old Atascocita Rd. Huffman, Texas 77336 Phone No.: 281.324.3264 NTP Date: 12/13/17
Change in Contract Price		Change in Contract Time (Calendar Days)
Original Contract Price: \$ 813,175.00		Original Contract Time: 150 days
Previous Change Order(s): No. 1 to No. 1 \$ 58,713.46		Net Change From Previous Change Orders: 62 days
Contract Price Prior to this Change Order: \$ 871,888.46		Contract Time Prior to this Change Order: 212 days
Net Increase/Decrease of this Change Order: \$ 0.00		Net Increase/Decrease of this Change Order: 41 days
Contract Price With all Approved Change Orders: \$ 871,888.46		Contract Time With all Change Orders: 253 days
Cumulative Percent Change in Contract Price (+/-): + 7.22%		Construction Contract End Date: (mm/dd/yy) 09/23/18

RECOMMENDED:

APPROVED:

ACCEPTED:

By: Max A. Cohen
ARCENEUX WILSON & COLE

By: _____
CITY OF GALVESTON

By: [Signature]
TRIPLE B SERVICES

Date: 07/12/2018

Date: _____

Date: 7/17/18

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

17 July 2018

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 Change Order #2 for the contract with Triple B Services. LLP, for Gulf Drive Water Line Replacement, increasing the contract from \$687,222.15 by the amount of \$20,684.20 to a final cost of \$687,222.15. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The replacement of the existing 2 inch and 3 inch water lines on Gulf Drive with a single 6 inch water line was included in the Capital Improvement Plant.
- B. On January 14, 2016, City Council approved a contract with RPS Klotz Associates in the amount of \$191,620.00 to provide engineering design services for this project.
- C. Triple B Services. LLP. was the low responsive bidder and was awarded the contract by Council Approval on 27 April 2017 in the amount of \$620,956.00.
- D. The contract was subsequently increased by \$66,266.15 to the amount of \$687,222.15 in Change Order #1 on 09 November 2017

II. Current Situation

- A. The construction of the Gulf Drive Water Line Replacement project is complete.
- B. Triple B Services has requested a final change order reconciling the accounting for this project as shown in the attached documentation.
- C. Unused items and additional asphalt paving for this contract have resulted in a increase in cost of \$20,684.20.

III. Impact or ramifications of this change order request

- E. Change Order #2 is for a increase in cost of \$20,684.20.
- F. This change order is necessary to close out this project.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Alternatives in order of priority

- A. Approval of Change Order #2 for the contract with Triple B Services. LLP, for Gulf Drive Water Line Replacement, increasing the contract from \$687,222.15 by the amount of \$20,684.20 to a final cost of \$707,906.35.
- B. Do not approve the request.

IV. Recommendation

Approve Change Order #2 for the contract with Triple B Services. LLP, for Gulf Drive Water Line Replacement, increasing the contract from \$687,222.15 by the amount of \$20,684.20 to a final cost of \$707,906.35.

V. Fiscal Impact Report

Requested by:

Ross E. Blacketter, P.E.
Director of Capital Projects

Funding Source:

CO 2017 Water Bonds

Construction Cost

\$ 707,906.35 (increase of \$20,684.20)

Construction Administration @2%

\$ 12,420.00

Material Testing

\$ 9,946.60

Total Cost of Implementation

\$ 730,273.25

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





Construction Contract Change Order Number 2



Formerly Klotz Associates

1160 Dairy Ashford, Suite 500, Houston, Texas 77079
T 281 589 7257 W rpsgroup.com/usa

July 16, 2018

Mr. Ross E. Blackketter, P.E.
Director of Capital Projects
City of Galveston
Public Works Department
P.O. Box 779
823 Rosenberg
Galveston, Texas 77553

**Re: Gulf Drive Water Line Replacement
Final Change Order Recommendation
Purchase Order No. P1601202
RPS Project No. 0204.038.000/007347**

Dear Mr. Blackketter:

RPS has reviewed the attached Change Order request submitted by Triple B Services for the referenced project. The request is for the overrun of the asphalt repair quantity as a result of the subgrade conditions, and trench failure due to proximity of the existing water line.

Based on our review of the Change Order Request for additional asphalt pavement repair work and the unused quantities, we recommend that a final change order in the amount of \$20,684.20 is approved.

Please contact us if you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sylvester Johnson".

Sylvester Johnson, P.E.
Project Manager

SJ:AF
Enclosures



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

Friday, July 6, 2018

Mr. Sylvester Johnson, P.E.
RPS | Infrastructure
1160 N Dairy Ashford, Suite 500,
Houston, Texas 77079

Re: Gulf Drive Waterline
Triple B No. 17-03004, Change Order Request No. 5– Additional Asphalt repair

Dear Mr. Johnson,

We requesting to be paid for the overrun of the line item #6 (Asphalt Pavement Repair) by 808.60 SY at a total of + \$44,068.70 for all the additional work that was done.

There will be Decrease in the contract:

#02 Trench Safety (-6,769 LF) -\$3,384.50
#18 Remove and replace palm bush, all diameters (-6 EA) -\$7,500
#19 Remove and replace Palm Tree (-1 EA) -\$4,500
#20 Special Excavation (-50 CY) -\$1,500
#21 Extra Hand Excavation (-50 CY) -\$1,500
#22 Extra Machine Excavation (-50 CY) -\$1,000
#23 Extra Placement of Material (-50 CY) -\$2,000
#24 Extra Placement of Special Backfill (-50 CY) -\$2,000
TOTAL Contract of DECREASE (-\$23,384.50)

Total increase and decrease difference amount will be \$20,684.20

Should you have any questions, please do not hesitate to call me.

Sincerely,
Triple B Services, L.L.P.

Shad K Bass
Project Manager



City of Galveston

FLEET FACILITIES STAFF REPORT

July 12, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Approval of the purchase of two (2) 16' dump trailers for the Drainage Division which will be funded by the drainage capital account for a total price of \$16,319 from American Fence, who was the lowest bidder that could supply this item and met specifications.

I. Background

- A. Funding for the purchase of the requested equipment has been earmarked for the listed department/division and they have made a request for these items.
- B. These trailers will be utilized for street and curb cleaning duties which will assist with improving drainage.
- C. Three quotes were obtained.
 - Big Tex supplied a quote of \$8,485.50 each.
 - Extreme Trailers supplied a quote of \$6,750 each, but did not meet the specifications.
 - American Fence supplied a quote of \$8,159.50 each.
- D. American Fence is located in the League City area and was the lowest bidder that met the specifications.

II. Current Situation

The City Council will have to approve the purchase two (2) 16' dump trailers for the Drainage Division which will be funded by the drainage capital account for a total price of \$16,319 from American Fence, who was the lowest bidder that could supply this item and met specifications.

III. Alternatives in order of priority

- A. Approve the request.
 - 1. Cost - \$16,319
 - 2. Timing - Delivery should be within 30-90 days.
 - 3. Divisional Improvements - Will provide the department with needed equipment to perform duties. Newer equipment will reduce fleet operation costs and will improve services.





City of Galveston

FLEET FACILITIES STAFF REPORT

B. Do not approve the request.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - Services will slow without required equipment.

IV. Recommendation

Concur in Alternative A and approve the request.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Drainage Capital Accounts
Savings Estimation	Will provide improved operational service.

VI. Environmental Impact

All listed vehicles are produced under state and federal standards.

Respectfully Submitted,

David Smith
Executive Director



Dump Trailer

Extrere Trailers	\$ 6,750.00	Does Not Meet Spec
Big Tex Trailers	\$ 8,485.50	Meets Spec
American Fence **	\$ 8,159.50	Meets Spec

David Smith

From: Boo Custer <boo@afence.com>
Sent: Tuesday, May 15, 2018 1:41 PM
To: David Smith
Subject: RE: Dump Trailer Quote

Hi David,

We stock this in low profile 83" x14' inside bed width → <http://afence.com/store/8314dump.html>

To build same as above in 83" x16' size cost would be :

	\$8145.00
State inspection	\$14.50

Total \$8159.50 self register government plates by city.

Special order, steel quotes guaranteed for 7 days after quote. Could be longer but not guaranteed.

Note prices above includes upgrades : Mesh tarp kit, 3 way spreader gate, slide in ramps in storage, 5 amp trickle charger & solar panel charger, spring loaded 10 k jack, spare tire mount. These upgrades are price options included in total price. They do not come with standard trailer. They are what we call Boo standards. They way I order everything we get. Upgrades that people use, want & need. Trailer is powder coated black. Not painted.

Thanks

Boo Custer
American Fence & Supply
2215 Gulf Fwy So
League City, Tx 77573
Phone 281-332-0511 ext 21
Fax 281-554-2592

LOW BIDDER

From: David Smith [mailto:DSmith@GalvestonTX.Gov]
Sent: Monday, May 14, 2018 2:56 PM
To: Boo Custer
Subject: Dump Trailer Quote

Boo

Can I get a quote on a 14K tandem dump trailer, 7 X 16, 83" wide inside bed?



David Smith, Executive Director
Fleet, Mass Transit, Parks, and Special Events
P.O. Box 779 Galveston, TX 77553 | 502 32nd St Galveston, TX 77550
O: 409.797.3920 | F: 409.242.2184 | dsmith@galvestontx.gov

Get social! Follow @cityofgalveston On Facebook, Twitter, & Instagram

Fax: **(281) 447-1485**



Slap: PATRICK BROWN

Color: _____ **Year:** _____ **Make:** _____ **Body Style:** _____

[illegible]

Extreme Trailers of Texas

Baytown, TX 77522
15625 I-10 East

Estimate

Date	Estimate #
5/17/2018	480

Name / Address
City of Galveston P.O. Box 779 Galveston, TX 77553

			Project
Description	Qty	Cost	Total
Performance Dump GN83X16-14K, Gooseneck, IID8316 8" Channel Tongue, Diamond Plate fenders, 12K Dropleg Jack Brakes, 10 gauge floor, 3" channel crossmembers, 14,000 GVWR, Powdercoated paint This would be a factory build. We have some units in stock that are IID8314 Bumper pull with tandem 7 K axles, 24" sides, with powdercoated paint with tarp kits Your cost on one of the stock trailer will be \$ 6750.00 <i>DOES NOT MEET SPEC</i>	1	11,000.00	11,000.00T
Thank you for your business.		Subtotal	\$11,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$11,000.00



City of Galveston

FLEET FACILITIES STAFF REPORT

July 11, 2018

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 (Police motorcycle) and associated equipment from the lowest bidder, Cowboy Harley-Davidson/Beaumont for a total price of \$17,544.84 which will be funded by the Vehicle Capital Outlay account.

I. Background

- A. Funding for new equipment has been earmarked for the police department.
- B. Specifications were researched and price quotes were obtained. Two vendors responded and Cowboy Harley-Davidson/Beaumont was the lowest bidder for this of vehicle.
- C. Vehicle description is a 2018 Harley Division, model FLHTP police motorcycle.
- D. Quotes
 - Cowboy Harley-Davidson/Buell \$17,544.84 (one stocked 06/29/2018)
 - Cowboy Harley Austin \$19,829.30 (would have to order 7/02/2018)
 - Stubbs No Bid (would have to order 6/18/2018)
- E. Cowboy Harley-Davidson/Beaumont is located in Beaumont Texas and has this vehicle in stock.
- F. The extended purchase price for this package is \$17,544.84.
- G. Delivery should be within 30 days from the date of the purchase order issue.
- H. 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 allowing the Fleet Facility to purchase the listed service vehicle(s) and associated equipment from the lowest bidder, Cowboy Harley-Davidson/Beaumont for a total price of \$17,544.84 which will be funded by the Vehicle Capital Outlay account.

III. Alternatives in order of priority





City of Galveston

FLEET FACILITIES STAFF REPORT

A. City Council approves the purchase.

1. Cost - \$17,544.84.
2. Timing - Delivery should be within 30 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
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



PURCHASER'S
NAME DAVID SMITH

DATE June 29 2018

PLEASE ENTER MY ORDER FOR _____ ☒ NEW ☐ USED ☐ DEMO AS FOLLOWS:

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM
2018	HARLEY-DAVIDSON	FLHTP	MC	BLACK	
V.I.N.		ODOMETER		CUSTOMER S.S.N.	
1HD1FMC12JB651682		5			
				APPROX. DELIVERY DATE	DRIVER LICENSE #
				2018	

CASH PRICE OF VEHICLE		
		17,282.00
ALLOWANCE FOR TRADE-IN AS APPRAISED		0.00
LESS BALANCE OWING TO		0.00
VIT		39.59
VEHICLE TOTAL		17,321.59
VEHICLE TAX		1,080.13
SALES TAX		0.00
DOC. CRG. 125.00	STATE 7.00	TITLE 33.00
LICENSE/REG. 58.25		223.25
TOTAL		18,624.97
LIENHOLDER NONE		
DESCRIPTION OF TRADE-IN		
YEAR	MAKE	MODEL
V.I.N.		
TYPE		TITLE NO.
TOTAL CREDITS		0.00
UNPAID CASH BALANCE DUE ON DELIVERY		18,624.97

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY THE DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY THE DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED"

IF THIS AGREEMENT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE.

I, the undersigned, hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this order. I agree to it as part of this order the same as if it were printed above my signature. I certify that I am of legal age.

SIGNED AND ACCEPTED
BY REPRESENTATIVE

SIGNED: _____ PURCHASER
STREET ADDRESS 502 32 ND ST.
CITY & STATE & ZIP GALVESTON, TEXAS 77550

RES. PHONE _____ BUS. PHONE _____

Cowboy HARLEY-DAVIDSON/BUELL

1150 IH 10 South • Beaumont, Texas 77707
Phone: (409) 840-6969 • Fax: (409) 842-5703



18,624.97 +
- TAX - 1,080.13 =
17,544.84

CHD-Austin 2018 Police/Fleet Pricing*

*must be a Certified Peace Officer w/ proper documentation

'18 FLHP, Vivid Black - \$16,355 plus TT&L

Total => N/A

'18 FLHTP, Vivid Black - \$16,991 plus TT&L

Total => \$19,829.30

0.0

19,829.30 +
1,404.30 -
18,425.00 *



2018 Harley-Davidson® FLHTP Electra Glide® Police Motorcycles



(Sample Specifications and Description)

QUANTITY: [Insert Quantity] 2018 Harley-Davidson® FLHTP Electra Glide® Solo Law Enforcement Motorcycles. (Ducted Fork Mounted Fairing with Windshield)

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for the FLHTP Solo Law Enforcement Motorcycles which will be used by the [insert agency/department name].

SPECIFICATIONS

All proposed FLHTP motorcycles to be in full compliance as follows:

A. Engine

Piston displacement of not less than 1746cc Milwaukee-Eight™ 107 cubic inch, pushrod-operated, overhead valves with hydraulic, self-adjusting lifters, four valves per cylinder and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

- Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- Compression ratio: 10.0:1
- Electronic Sequential Port Fuel Injection System (ESPFI)
- Single Cam design
- Hydraulic Lifters requiring no maintenance service adjustments
- Air and Oil cooled
- Fan-assisted oil cooler

B. Clutch / Transmission

- Clutch shall be of the latest assist and slip nine (9) plate design, wet.
- Hydraulically Actuated Clutch system
- Transmission to be of latest design, manual type, with not less than six (6) forward speeds.
- Clutch disengage for starter motor operation
- Primary Drive, double-row chain, 34/46 ratio.
- Greaseless shifter shaft with "anti-vibration" rubber spacers.
- Gear Ratios:

1st	9.593
2nd	6.650
3rd	4.938
4th	4.000
5th	3.407
6th	2.875

C. Brakes

- Reflex™ Linked Braking with ABS, linking disengages below 25 mph
- Hydraulic Disc brakes for both front and rear wheels
- Front brakes having dual 11.81-inch diameter floating discs
- Rear brake having a single disc.
- Brakes shall be relatively free of heat fade
- Calipers-4 Piston
- Uniform Expanding Rear Rotor

D. Suspension

Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.

- Front suspension uses Showa® Dual Bending Valve (SDBV™) technology and gives you 117 mm of travel; improved damping performance over the range of suspension travel
- Hand-adjustable emulsion rear shocks provide 15-30% more preload adjustment and adjust with the turn of a single knob, no tools required; improved damping performance over the range of suspension travel
- 49 mm telescopic front forks.
- Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

E. Wheels / Tires

- Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.
- Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement.
- Bead-retention tires designed to remain on wheel during sudden loss of pressure.
- Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).

F. Fuel Tank

- Fuel tank to have a capacity of 6 U.S. gallons (22.71 liters). Must provide a minimum of 1 gallon (3.8 L) reserve fuel capacity when main supply is exhausted.
- Electric fuel pump.

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

- Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.
- Ignition. Non-waste spark, alpha control.
- Charging System. Three-phase, 48-amp high output alternator producing 28 amps at idle, solid state regulator.
- Connectors. Industrial grade throughout, provided with electrical accessory connection.
- Hand Controls. Water-resistant, integrated switches.
- Starting System. 12-volt starter, solenoid operated engagement, relay required.
- Horn. Sound level audible above motorcycle and traffic-generated noise.

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:

- Daymaker™ LED Headlight
- Front Emergency Lamps PAR-36, one red and one blue (incandescent).
- Tail light.
- Turn Signals, self-canceling system.
- Flashers, four-way, with independent switch.
- License plate lighting with two blue marker lamps.

I. Visual Displays

- Speedometer. Analog & Digital speedometer, range 0-120mph (or kph equivalent),
- (2) re-settable trip meters.
- Speed Capture with Digital Speed Display
- Gear Indicator
- Odometer. Calibrated, cumulative.
- Tachometer. Analog.
- Fuel level gauge.

- Voltmeter gauge
- Emergency Light Activation Indicators, separate indicators for front and rear emergency lights.
- Stealth Mode indicator-if activated
- Cruise Control Indicator
- Sight glass on brake master cylinders.
- Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit.
- Turn Signal Indicators
- Hazard-Warning Lights Indicator
- Neutral Indicator
- High beam Indicator
- Low Oil pressure Indicator
- Engine diagnostic light
- ABS indicator lamp
- Security Lamp (If equipped with optional security system)

J. Feature Requirements

- Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system.
- Heate Grips-OE standard
- Cruise Control-OE standard
- Stealth Mode-optional activation
- Push to Talk Switch-requires other police radio equipment not supplied by H-D
- Power ON for emergency equipment for 30 minutes with ignition OFF
- Analog and Digital Speed Display with Speed Capture feature
- Gear Indicator
- Side Stand. Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed.
- Foot Boards. pivoting type with non-skid rubber pads.
- Guards. Front engine guard bar and rear saddlebag guard bars. *Horizontal Saddlebag Rails-Optional*
- Saddlebags. Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches.
- Final belt drive, with a rubber isolated 68 tooth rear drive sprocket.
- Chrome, two into one into two exhaust system
- Windshield. Constructed of clear polycarbonate, designed to break away with minimal force.
- Mirrors. Two (2) long stem true image mirrors.
- Key. One key fits all locks.
- Wheelbase. 64 inches (1625 mm).
- Laden Seat Height. 27.3 inches (695 mm)
- Gross Vehicle Weight Rating. 1360 lbs. (617 kg.)
- Dry Weight. 809 lbs. (365 kg.)
- Running Order. 844 lbs. (382 kg.)
- Service Intervals. 1" 1000 miles and then every 5000 miles thereafter.
- Warranty. 24 months, unlimited mileage.

**Specifications apply for both Domestic and California Configurations.



City of Galveston

FLEET FACILITIES STAFF REPORT

July 11, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Approval of the three year contract for standard, after hours, evidence, and heavy duty towing of city vehicles to Tony Bros. Wrecker Service, who was the only responsive bidder that met the specifications for formal bid #18-019.

I. Background

- A. The Fleet Facility has a contract for city vehicle towing which includes standard, after hours, evidence, and heavy duty towing. The specifications also included a fee to be paid for the removal of junk vehicles from the right of ways.
- B. A formal bid was processed (#18-019), advertised and the bid opening occurred on June, 19, 2018 at 10:00 AM.
- C. The bid specifications included FTA clauses as well since Island Transit vehicles are included. The City of Galveston fleet includes large heavy duty vehicles which require heavy duty wreckers with a long reach tow boom for towing.
- D. One local vendor responded. The bid package was posted on-line and was also advertised in the local newspaper.
- E. Tony Bros. Wrecker Service provided the only responsive bid that met all specifications.

II. Current Situation

The City Council will have to approve the three year contract for standard, after hours, evidence, and heavy duty towing of city vehicles to Tony Bros. Wrecker Service, who was the only responsive bidder that met the specifications for formal bid #18-019.

III. Alternatives in order of priority

- A. Approve the request.
 - 1. Cost - \$37,000 estimated annually.
 - 2. Timing - As soon as possible.





City of Galveston

FLEET FACILITIES STAFF REPORT

3. Departmental Improvements - Will provide the identified towing services at a contracted cost to the city.

B. Do not approve the request.

1. Cost - Will exceed \$37,000
2. Timing - N/A
3. Departmental Improvements - Will provide the identified towing services at a non-contracted cost to the city.

IV. Environmental Impact

Towing companies are regulated by the Texas Commission on Environmental Quality and other state and local agencies.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Fleet Facility
Cost	\$37,000 estimated annually
Savings Estimation	Will help reduce towing costs.

VI. Recommendation

Concur in Alternative A and approve the three year contract for standard, after hours, evidence, and heavy duty towing of city vehicles to Tony Bros. Wrecker Service, who was the only responsive bidder that met the specifications for formal bid #18-019.

Respectfully Submitted

David Smith
Executive Director



CONTRACT FOR SERVICES
Supplemental Towing Services

This Contract (the "Contract") is made and entered into this _____ day of July, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Tony & Bros Towing & Repair** (Company), located at 706 51st Street, Galveston, Texas 77551.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Supplemental Towing Services", within the City of Galveston ("City") and Anthony Socias Jr./Tony Bros Wrecker ("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:

Supplemental Towing Services

Bid 18-019

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 upon execution by the City of Galveston for a term of Thirty-Six (36) Months, unless sooner terminated under the terms set forth herein. 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 per unit price 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 706 51st Street, Galveston, Texas 77551. 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 10 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 Historic District Survey 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

Tony & Bros Towing & Repair
706 51st Street
Galveston, Texas 77551

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Tony & Bros Towing & Repair

By: _____
Brian Maxwell, City Manager

By: Anthony Socias Jr.
Principal

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

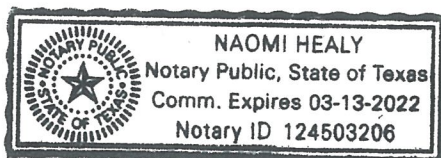
City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
Galveston COUNTY §
 §

On this day, BEFORE ME, the undersigned, personally appeared Anthony Socias Jr. of Tony & Bros Towing & Repair, 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 11 day of July, 2018.



Naomi Healy
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:
2018-378428

Date Filed:
07/11/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tony & Bros Towing & Repair
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-18-110
Towing Service

[illegible]

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is Debbie Socias, and my date of birth is 12-3-54.

My address is 706-51st Street, Galveston, TX, 77551, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in GALVESTON County, State of TEXAS, on the 11 day of July, 2018.
(month) (year)

debbie socias

Signature of authorized agent of contracting business entity
(Declarant)



City of Galveston

INVITATION TO BID

Bid Reference Number: Bid 18-019

Project Title: Supplemental Towing Services

Bid Closing Date: 10:00 A.M.(CST), Tuesday, June 19, 2018

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.

TABLE OF CONTENTS

Table of Contents	Pages 1 & 2
--------------------------------	------------------------

Invitation to Bid

(1) Introduction	Page 3
(2) Contact Information.....	Page 4
(3) General Information.....	Page 4
(4) ITB Withdrawals and / or Amendments.....	Page 4
(5) Estimated Quantities.....	Page 4
(6) Bid Submittal Requirements	Page 4
(7) Bid Evaluation and Contract Award.....	Page 6
(8) Declaration of Policy	Page 8

Appendix A – Bid

(-) Label Format for Submittal Packet's Sealed Envelope.....	Page 10
--	---------

I. Required Bid Information:

(1) Proposed Products and / or Services.....	Page 11
(2) Cost of Proposed Products and Services.....	Page 11
(3) Bidder's Experience / Staff	Page 11
(4) References	Page 12
(5) Trade Secrets and / or Confidential Information	Page 13
(6) Federal, State and / or Local Identification Information	Page 13
(7) Cooperative Governmental Purchasing Notice	Page 13
(8) Term of Contract and Option to Extend.....	Page 13
(9) Emergency Business Services Contact Notice	Page 14

II. Contract Terms and Conditions:

(1) Delivery of Products and Services.....	Page 14
(2) Miscellaneous	Page 16
(3) Financial Responsibility Provisions.....	Page 18

Appendix B – Conflict of Interest Form	Page 20
---	----------------

Appendix C – House Bill 89 Verification Form	Page 22
---	----------------

Appendix D – Property Tax Statement	Page 23
--	----------------

Appendix E – Nepotism Statement	Page 24
--	----------------

Appendix F – Non-Collusion Statement	Page 25
---	----------------

Appendix G – Document 000435	Page 26
---	----------------

Appendix H – No Intent to Submit Form.....	Page 27
---	----------------

Appendix I – ACH Form (this form is optional)	Page 28 & 29
--	-------------------------

Appendix J – Scope of Services

(1) Project TitlePage 30

(2) Scope of Services ContactPage 30

(3) Special ConditionsPage 30

(4) Bid Evaluation FactorsPage 43

(5) Brand Manufacture ReferencePage 43

(6) Key Events SchedulePage 43

(7) Scope of ServicesPage 44

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 submit 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.

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 10 (ten) 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 18-019 Towing**". 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 Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid 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 M 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. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. 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.
- N. 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. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

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 28 through 45) 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:	18-019		
Project Title:	Supplemental Towing Services		
Submittal Deadline:	Tuesday, June 19, 2018 @ 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 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Anthony Socias JR.		
Address:	706-51 st Street		
City, State & Zip	Galveston, Tx. 77551		
Federal Employers Identification Number #	45-4837548		
Phone Number:	409-744-1024	Fax Number:	409-744-6205
E-Mail Address:	Tombreswecker@yahoo.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>Debbie Socias-Owner</u>			
Signature of Authorized Representative: <u>[Signature]</u>			
Signed this <u>15</u> (day) of <u>JUNE</u> (month) <u>2018</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.
- F. **Certain Construction and Installation Projects:** Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

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: 84; and the number of employees: 14.
- 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. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: <u>SAVAGE Ind.</u>	
Contact Name: <u>MIKE KRNAVEK</u>	Contact Title: <u>SECU. MANAGER</u>
Phone: <u>409-682-7127</u>	Email:
Date and Scope of Services Provided: <u>20 yrs. towing H.D. Trucks</u>	

Reference #2:

Client / Company Name: <u>United Rentals</u>	
Contact Name: <u>ERIC WILSON</u>	Contact Title: <u>OPERATION MANAGER</u>
Phone: <u>1-713-212-9726</u>	Email:
Date and Scope of Services Provided: <u>11 yrs. Hauling Heavy Equip.</u>	

Reference #3:

Client / Company Name: <u>moody Gardens</u>	
Contact Name: <u>Bert Jones</u>	Contact Title: <u>SEW. MANAGER</u>
Phone: <u>409.939-3746</u>	Email:
Date and Scope of Services Provided: <u>15 yrs. Hauling Buses & Trucks</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: 45-4837548
- 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 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 one percent (1%) 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 2021) ESCALATION %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... %

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: Tony + Bus
Contract #: _____
Description: _____
Primary Contact (Name): Tony Socias Jr.
Primary Contact Phone Numbers: Home: 409-744-1024 Cell: 409-789-5978
Secondary Contact (Name): Tony Socias III
Secondary Contact Phone Numbers: Home: 409-744-4557 Cell: 409-771-9456
After Hours emergency opening fee, if applicable: \$ _____

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 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.****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

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, Anthony Socias JR. (Person name), the undersigned representative of (Company or Business Name) TONY & BROS (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.

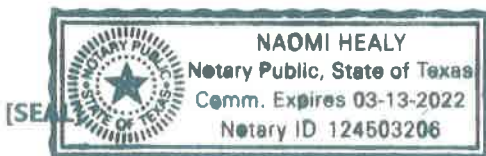
6-15-18
DATE

Anthony Socias Jr.
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Galveston §

On this day, BEFORE ME, the undersigned, personally appeared Anthony Socias Jr. 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 15 day of June, 2018.



Naomi Healy
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

Anthony Socias JR.

Bidder's Printed or Typed Name



Bidder's Signature

6-15-18

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 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: _____

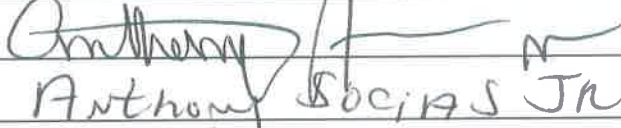
Employee and title of City Official or Employee: _____

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 Tony + Bros
ADDRESS 706-51st Street
Galveston, TX. 77551
PHONE 409-744-1024
FAX 409-744-6205
BIDDER (SIGNATURE) 
BIDDER (PRINTED NAME) Anthony Socias Jr.
POSITION WITH COMPANY Owner
SIGNATURE OF COMPANY OFFICIAL 
AUTHORIZING THIS BID
COMPANY OFFICIAL (PRINTED NAME) Anthony Socias Jr.
OFFICIAL POSITION Owner

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.

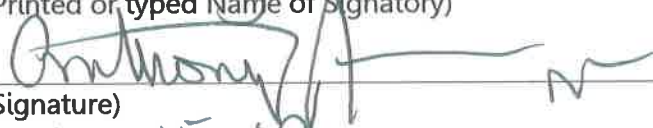
Appendix G – Document 00435
The City of Galveston, Texas

**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 Bid 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.

Anthony Socias Jr
(Printed or typed Name of Signatory)

(Signature)
6-15-18
(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 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



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the 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 the 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: Bid 18-019 Supplemental Towing Services.

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

No bid bond is required for this solicitation.

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 18-019 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL REQUIREMENTS

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. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

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.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Anthony Socias Jr.
(printed name of signatory)
Anthony Socias Jr.
(signature and date) 6-15-18

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," 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 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.

Anthony Socias Jr.
(printed name of signatory)
Anthony Socias Jr.
(signature and date) 6-15-18

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

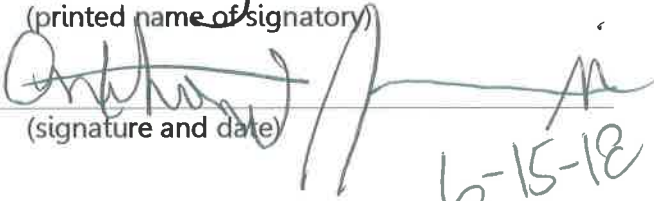
3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA 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.

(2) The 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) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Anthony Socias Jr.
(printed name of signatory)

(signature and date)
6-15-18

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

4. EQUAL EMPLOYMENT OPPORTUNITY 29 CFR Part 1630, 41 CFR Parts 60 et seq.

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, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

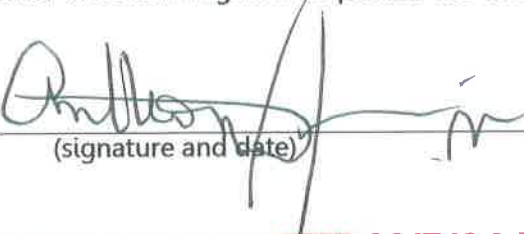
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Anthony Socias Jr.
(printed name of signatory)


(signature and date)

6-15-18

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Anthony Sabias Jr.
(printed name of signatory)

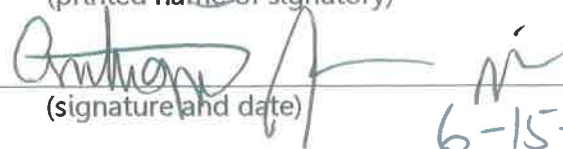
Anthony Sabias Jr.
(signature and date) 6-15-12

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Anthony Socias Jr.
(printed name of signatory)

(signature and date) 6-15-18

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

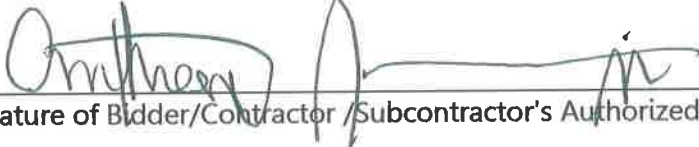
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 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. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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.

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

Executed this 15 day of JUNE, 2018

By 
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Anthony Socias JR.
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 BID.

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

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 the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Anthony Socias JR.
(printed name of signatory)
Anthony 6-15-18
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

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 the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Anthony Socias JR.
(printed name of signatory)
Anthony 6-15-18
(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 BID.**

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Anthony Socias Jr.
(printed name of signatory)
Anthony in
(signature and date) 6-15-18

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Anthony Socias Jr.
(printed name of signatory)
Anthony in
(signature and date) 6-15-18

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Anthony Socias Jr.
(printed name of signatory)
Anthony Socias Jr.
(signature and date)
6-15-18

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

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 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	May 28, 2018
Deadline for Submittal of Written Questions	June 12, 2018 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	June 19, 2018 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	June 26, 2018
Anticipated Award Date	July 2018

7. Scope of Services

SUPPLEMENTAL TOWING SERVICE

1. Furnish the City of Galveston with supplemental emergency wrecker service only.
2. Successful bidder must have a tilt flat bed in addition to standard wrecker. The tilt bed is necessary for the transporting of those vehicles which cannot be transported with the standard wrecker. The successful respondent will be responsible to and receive instructions from the Director of Fleet Services, or his/her designee. Under no circumstances will vehicles be towed to any location other than the City lot at 502 32nd Street, Galveston, Texas, unless specifically instructed to do so by the above mentioned official.
3. For the purpose of bidding, the areas are broken into five (5) zones:
 - a. **Zone 1** – from the East Jetties to 25th Street
 - b. **Zone 2** – from 25th Street to 7-Mile Road; Pelican Island will be considered Zone 2.
 - c. **Zone 3** – from the 7-Mile Road to San Luis Pass
 - d. **Zone 4** – Galveston to Texas City, La Marque area
 - e. **Zone 5** – Galveston to Houston
4. Proposed services will include:
 - a. **Hauling:** Zone 1, Zone 2, Zone 3, Zone 4, Zone 5
 - b. **Heavy Duty Hauling:** Zone 1, Zone 2, Zone 3, Zone 4, Zone 5
5. Services outside the above mentioned zones will be negotiated on an "as needed" basis with the Director of Fleet Services, or his/her designee.
6. A heavy-duty wrecker shall meet the same definition as stated in the heavy duty wrecker description that is listed in the City of Galveston's wrecker ordinance. In addition, the heavy duty wrecker shall be able to provide controlled air pressure to the towed vehicle. The heavy duty wrecker shall have the ability to tow large trucks and buses with extended front bumpers and shall include a 120-inch under tow cradle (minimum). The heavy duty wrecker shall be able to tow the cities refuse trucks, buses and fire trucks in a safe manner as required by TxDOT.
7. The awarded vendor shall be responsible for all junk vehicle tows.
8. The awarded vendor shall tow, store, process title requirements, and auction (or dispose of) all junk vehicles.
9. The awarded vendor will deduct the administrative involved costs from the final sale amount of each junk vehicle.
10. The awarded vendor will receive a junk vehicle fee per vehicle from the City.
11. Junk vehicles not meeting the general description of a standard vehicle will be negotiated on an as needed basis with the City.
12. The vendor should be able to respond to a City vehicle accident tow request within 30 minutes of receiving the request from the City of Galveston.

13. The vendor shall be responsible for any accident scene cleanup upon request by the City of Galveston.
14. The City reserves the right to award one contract for some, or all of the requirements, in the Scope of Work, or award multiple contracts for various portions of the Scope of Work, as considered to be in the best interest of the City of Galveston.
15. The City of Galveston reserves the right to re-bid this service at any time, if it is thought to be in the City's best interest.



CITY OF GALVESTON – BID # 18-019
ADDENDUM 1
SUPPLEMENTAL TOWING SERVICES

Date: 6/8/2018
To: Prospective Bidders
Subject: Addendum No. 1
Price Form

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 5/28/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Use the attached price form for Bid 18-019 Supplemental Towing Services. An editable PDF form is available on the City of Galveston website:

<http://www.galvestontx.gov/bids.aspx?bidID=325>.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.


Authorized Signature

6-15-18
Date

Anthony Socias Jr.
Printed Name

Tony & Bros.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

City of Galveston Supplemental Wrecker Service Pricing Form

The "count" estimations were pulled from computer samplings and will be utilized to give the city staff an Annual Bid Total for scoring. It is understood that these count numbers will differ and the vendor will be paid for all tows that are performed.

	Regular Tow - Hauling	Price Per Tow	Est Annual Count	Extended Annual Cost
East to 7-mile	ZONE 1	50	80	4000.00
7-mi to SLP	ZONE 2	75	10	750.00
Galv. to T.C. Lm.	ZONE 3	85	10	850.00
Galv to Hou.	ZONE 4	195	2	390.00

	Heavy Duty Tow - Hauling	Price Per Tow	Est Annual Count	Extended Annual Cost
East to 7-mile	ZONE 1	150	44	6600.00
7-mi to SLP	ZONE 2	200	7	1400.00
Galv. to T.C. Lm.	ZONE 3	225	30	6750.00
Galv. to Hou.	ZONE 4	350	30	10,500.00

Regular Stucks - Zones 1 & 2 only	100	25	2500.00
HD Stucks - Zones 1 & 2 only	200	5	1000.00

Reg. Junk Vehicle Fee	40	50	2000.00
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H.Duty Junk Fee	80	N/A	
Annual Extended Bid Total			36,740.00

WE THE UNDERSIGNED HEREBY OFFER THE ABOVE SERVICES 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.

RESPONDING COMPANY NAME
ADDRESS

AUTHORIZED SIGNATURE
POSITION / TITLE
PRINTED NAME

TONY F BROS
706-51st Street

OWNER
Anthony Socias Jr

Tony & Bros. Towing & Repair
706 51st Street
Galveston Tx, 77551
Phone: (409)744-1024 or
(409)744-4557 Fax: (409) 744-6205
Email: Tonybros wrecker@yahoo.com

TO: The City of Galveston

Below we have provided a list of equipment we have to offer the City of Galveston.

Heavy Duty Wreckers

T-7	1999 Peterbilt 60 Ton
T-5	1998 Peterbilt 30 Ton
T- 11	2004 International 16 Ton
T-10	2007 International 15 Ton

Light Duty Wreckers

T-2	2012 Ford Self Loader Wheel Lift
T-16	2016 Ford Self Loader Wheel Lift
T- 3	2016 Ford Rollback
T-14	2014 Kenworth Rollback

Heavy Equipment Haulers

T-13	2006 Kenworth Tilt-bed Trailer
T-12	2007 Freightliner Tilt-Bed Trailer
T-15	2007 Peterbilt Hydra-tail Trailer
T-9	1993 Freightliner Hydra-tail Trailer

**55 Ton 3 Axle Lowboy Trailer

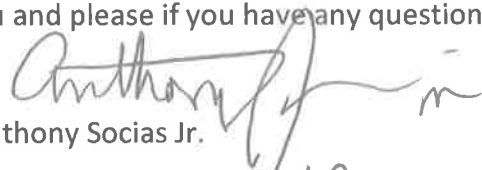
An annual permit for oversized loads included

Miscellaneous

T-8	2002 Ford 4x4 "Stuck Truck"
T-1	2004 Chevrolet Avalanche "Service Truck"

Thank you and please if you have any questions don't hesitate to call our office at (409) 744-1024.

Sincerely,


Anthony Socias Jr.

6-15-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2018

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 Gallagher Victory P.O. Box 1890 Pearland TX 77581	CONTACT NAME: Amy Miller PHONE (A/C, No, Ext): 281-485-7500 E-MAIL: Amy_miller@ajg.com ADDRESS: Amy_miller@ajg.com FAX (A/C, No): 281-485-6933
INSURER(S) AFFORDING COVERAGE	
INSURER A : Texas Mutual Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 Tony Socias dba Tony &
 Brothers Wrecker Service & Gar
 5907 Broadway
 Galveston TX 77551

TONYS-2

NAIC #
22945**COVERAGES**

CERTIFICATE NUMBER: 874546890

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
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	SBP0001249345	7/20/2017	7/20/2018	X 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)

CERTIFICATE HOLDER

City of Galveston
 PO Box 779
 Galveston TX 77553-0779

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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TAX RECEIPT



CHERYL E. JOHNSON, PCC
 GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
 722 Moody
 Galveston, TX 77550

Certified Owner:

TONY AND BROS TOWING AND REPAIR GP
 7717 CHANNELVIEW DR
 GALVESTON, TX 77554-9025

Legal Description:

ABST 628 PAGE 89, 90, 97 & 98 BLK 350 &
 PT OF ADJ AVE G & AVE H GALVESTON

Parcel Address: 706 51ST ST

Legal Acres: 2.2727

Deposit No: 865012918GV
 Validation No: 900000051211704
 Account No: **102867**
 Operator Code: GUSTAFSON_E

Remit Seq No: 37351836
 Receipt Date: 01/29/2018
 Deposit Date: 01/29/2018
 Print Date: 01/29/2018 03:24 PM
 Printed By: GUSTAFSON_E

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2017	Galveston Co	TL	484,480	0.546147	2,645.97	0.00	0.00	2,645.97
2017	Road & Flood	TL	484,480	0.005753	27.87	0.00	0.00	27.87
2017	Galveston Isd	TL	484,480	1.155000	5,595.74	0.00	0.00	5,595.74
2017	Galv City	TL	484,480	0.561000	2,717.93	0.00	0.00	2,717.93
2017	Galveston Com Coll	TL	484,480	0.166188	805.15	0.00	0.00	805.15
2017	Navig Dist #1	TL	484,480	0.040474	196.09	0.00	0.00	196.09
					\$11,988.75	\$0.00	\$0.00	\$11,988.75

Check Number(s):
 5057

PAYMENT TYPE:

Checks: \$11,988.75

Exemptions on this property:

Total Applied: \$11,988.75
 Total Tendered: \$11,988.75
 (for accounts paid on 01/29/2018)
 Change Paid: \$0.00

PAYER:

TONY AND BROS TOWING AND REPAIR GP
 7717 CHANNELVIEW DR
 GALVESTON, TX 77554-9025

CURRENT YEAR TOTAL IS \$0.00
ACCOUNT PAID IN FULL

TAX RECEIPT



CHERYL E. JOHNSON, PCC
 GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
 722 Moody
 Galveston, TX 77550

Certified Owner:

SOCIAS ANTONIO & SEVERIA
 5907 BROADWAY ST
 GALVESTON, TX 77551-4306

Legal Description:

ABST 121 HALL & JONES SUR PT OF LOT 7
 (7-1) TRIMBLE & LINDSEY SEC 1 AKA LOTS
 1 THRU 3 OF E 1/2 SUBD #7

Parcel Address: 5907 BROADWAY
 Legal Acres: 1.3370

Deposit No: 865012918GV
 Validation No: 900000051211836
 Account No: 114113
 Operator Code: GUSTAFSON_E

Remit Seq No: 37352012
 Receipt Date: 01/29/2018
 Deposit Date: 01/29/2018
 Print Date: 01/29/2018 03:28 PM
 Printed By: GUSTAFSON_E

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2017	Galveston Co	TL	169,210	0.546147	924.14	0.00	0.00	924.14
2017	Road & Flood	TL	169,210	0.005753	9.73	0.00	0.00	9.73
2017	Galveston Isd	TL	169,210	1.155000	1,954.38	0.00	0.00	1,954.38
2017	Galv City	TL	169,210	0.561000	949.27	0.00	0.00	949.27
2017	Galveston Com Coll	TL	169,210	0.166188	281.21	0.00	0.00	281.21
2017	Navig Dist #1	TL	169,210	0.040474	68.49	0.00	0.00	68.49
					\$4,187.22	\$0.00	\$0.00	\$4,187.22

Check Number(s):
 5059

PAYMENT TYPE:

Checks: \$4,187.22

Exemptions on this property:

Total Applied: \$4,187.22
 Total Tendered: \$4,187.22
 (for accounts paid on 01/29/2018)
 Change Paid: \$0.00

PAYER:

SOCIAS ANTONIO & SEVERIA
 5907 BROADWAY ST
 GALVESTON, TX 77551-4306

CURRENT YEAR TOTAL IS \$0.00
 ACCOUNT PAID IN FULL

TAX RECEIPT



CHERYL E. JOHNSON, PCC
 GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
 722 Moody
 Galveston, TX 77550

Certified Owner:

SOCIAS ANTONIO & SEVERIA
 5907 BROADWAY ST
 GALVESTON, TX 77551-4306

Legal Description:

ABST 121 HALL & JONES SUR PT OF LOT 7 &
 1/2 OF ADJ RD (7-3) TRIMBLE & LINDSEY
 SEC 1 AKA PT OF GORE WEDGE TR

Parcel Address: 5907 BROADWAY
 Legal Acres: 1.4350

Deposit No: 865012918GV
 Validation No: 900000051211968
 Account No: 114116
 Operator Code: GUSTAFSON_E

Remit Seq No: 37352077
 Receipt Date: 01/29/2018
 Deposit Date: 01/29/2018
 Print Date: 01/29/2018 03:29 PM
 Printed By: GUSTAFSON_E

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2017	Galveston Co	TL	154,990	0.546147	846.47	0.00	0.00	846.47
2017	Road & Flood	TL	154,990	0.005753	8.92	0.00	0.00	8.92
2017	Galveston Isd	TL	154,990	1.155000	1,790.13	0.00	0.00	1,790.13
2017	Galv City	TL	154,990	0.561000	869.49	0.00	0.00	869.49
2017	Galveston Com Coll	TL	154,990	0.166188	257.57	0.00	0.00	257.57
2017	Navig Dist #1	TL	154,990	0.040474	62.73	0.00	0.00	62.73
					\$3,835.31	\$0.00	\$0.00	\$3,835.31

Check Number(s):
 5060

PAYMENT TYPE:

Checks: \$3,835.31

Exemptions on this property:

Total Applied: \$3,835.31
 Total Tendered: \$3,835.31
 (for accounts paid on 01/29/2018)
 Change Paid: \$0.00

PAYER:

SOCIAS ANTONIO & SEVERIA
 5907 BROADWAY ST
 GALVESTON, TX 77551-4306

CURRENT YEAR TOTAL IS \$0.00
 ACCOUNT PAID IN FULL

TAX RECEIPT



CHERYL E. JOHNSON, PCC
 GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
 722 Moody
 Galveston, TX 77550

Certified Owner:

SOCIAS TONY JR & DEBBIE
 7717 CHANNELVIEW DR
 GALVESTON, TX 77554-9025

Legal Description:

ABST 121 PAGE 70 LOT 9 BLK 5 WEST POINT
 SUB

Parcel Address: 7717 CHANNELVIEW DR
 Legal Acres: 0.1148

Deposit No: 865012918GV
 Validation No: 900000051211541
 Account No: 121621
 Operator Code: GUSTAFSON_E

Remit Seq No: 37350708
 Receipt Date: 01/29/2018
 Deposit Date: 01/29/2018
 Print Date: 01/29/2018 03:21 PM
 Printed By: GUSTAFSON_E

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&J	Coll Fee Paid	Total
2017	Galveston Co	TL	55,256	0.546147	273.72	0.00	0.00	273.72
2017	Road & Flood	TL	52,256	0.005753	3.01	0.00	0.00	3.01
2017	Galveston Isd	TL	80,256	1.155000	852.04	0.00	0.00	852.04
2017	Galv City	TL	100,256	0.561000	496.04	0.00	0.00	496.04
2017	Galveston Com Coll	TL	105,256	0.166188	174.92	0.00	0.00	174.92
2017	Navig Dist #1	TL	105,256	0.040474	42.60	0.00	0.00	42.60
					<u>\$1,842.33</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,842.33</u>

> - -

- - <

Check Number(s):

10207

PAYMENT TYPE:

Checks:

\$1,842.33

Exemptions on this property:

OVER 65
 HOMESTEAD

Total Applied: \$1,842.33
 Total Tendered: \$1,842.33
 (for accounts paid on 01/29/2018)
 Change Paid: \$0.00

PAYER:

SOCIAS TONY JR & DEBBIE
 7717 CHANNELVIEW DR
 GALVESTON, TX 77554-9025

CURRENT YEAR TOTAL IS \$0.00
 ACCOUNT PAID IN FULL

TAX RECEIPT



CHERYL E. JOHNSON, PCC
 GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
 722 Moody
 Galveston, TX 77550

Certified Owner:

SOCIAS ANTHONY JR & DEBBIE A
 7717 CHANNELVIEW DR
 GALVESTON, TX 77554-9025

Legal Description:

ABST 121 PAGE 70 LOT 10 & W 1/2 OF LOT
 11 BLK 5 WEST POINT SUB

Parcel Address:

Legal Acres: 0.1722

Deposit No: 865012918GV
Validation No: 900000051211609
Account No: 121622
Operator Code: GUSTAFSON_E

Remit Seq No: 37351777
Receipt Date: 01/29/2018
Deposit Date: 01/29/2018
Print Date: 01/29/2018 03:23 PM
Printed By: GUSTAFSON_E

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2017	Galveston Co	TL	23,100	0.546147	126.16	0.00	0.00	126.16
2017	Road & Flood	TL	23,100	0.005753	1.33	0.00	0.00	1.33
2017	Galveston Isd	TL	23,100	1.155000	266.81	0.00	0.00	266.81
2017	Galv City	TL	23,100	0.561000	129.59	0.00	0.00	129.59
2017	Galveston Com Coll	TL	23,100	0.166188	38.39	0.00	0.00	38.39
2017	Navig Dist #1	TL	23,100	0.040474	9.35	0.00	0.00	9.35
					\$571.63	\$0.00	\$0.00	\$571.63

Check Number(s):
 10209

PAYMENT TYPE:

Checks: \$571.63

Exemptions on this property:

Total Applied: \$571.63
Total Tendered: \$571.63
 (for accounts paid on 01/29/2018)
Change Paid: \$0.00

PAYER:
 SOCIAS ANTHONY JR & DEBBIE A
 7717 CHANNELVIEW DR
 GALVESTON, TX 77554-9025

CURRENT YEAR TOTAL IS \$0.00
ACCOUNT PAID IN FULL

TAX RECEIPT



CHERYL E. JOHNSON, PCC
 GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
 722 Moody
 Galveston, TX 77550

Certified Owner:

SOCIAS ANTHONY JR & DEBBIE & ANTHONY SOC
 7717 CHANNELVIEW
 GALVESTON, TX 77554

Legal Description:

ABST 25 PAGE 6 A BURKE SUR TR 8 2.090
 ACRS

Parcel Address:

Legal Acres: 2.0900

Deposit No: 865012918GV
 Validation No: 900000051212025
 Account No: 169341
 Operator Code: GUSTAFSON_E

Remit Seq No: 37352173
 Receipt Date: 01/29/2018
 Deposit Date: 01/29/2018
 Print Date: 01/29/2018 03:30 PM
 Printed By: GUSTAFSON_E

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2017	Galveston Co	TL	5,920	0.546147	32.33	0.00	0.00	32.33
2017	Road & Flood	TL	5,920	0.005753	0.34	0.00	0.00	0.34
2017	Hitchcock Isd	TL	5,920	1.520000	89.98	0.00	0.00	89.98
2017	City Hitchcock	TL	5,920	0.500000	29.60	0.00	0.00	29.60
2017	Mainland College	TL	5,920	0.216791	12.83	0.00	0.00	12.83
					\$165.08	\$0.00	\$0.00	\$165.08

Check Number(s):
 5061

PAYMENT TYPE:

Checks: \$165.08

Exemptions on this property:

Total Applied: \$165.08
 Total Tendered: \$165.08
 (for accounts paid on 01/29/2018)
 Change Paid: \$0.00

PAYER:

SOCIAS ANTHONY JR & DEBBIE & ANTHONY SOC
 7717 CHANNELVIEW
 GALVESTON, TX 77554

CURRENT YEAR TOTAL IS \$0.00
ACCOUNT PAID IN FULL



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/16/2018

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
M & G INSURANCE
 18223 Indian Bow
 San Antonio, TX 78259

CONTACT
 NAME:
 PHONE (A/C No. Ext): (210) 495-0074 FAX (A/C No.): (210) 495-0178
 E-MAIL: mandginsurance@att.net
 ADDRESS:

INSURED **TONY BROS. WRECKER SERVICE & GARAGE**
 706 51st
 GALVESTON, TX 77551
 409 744 1024

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: NATIONAL FIRE & MARINE INS. CO	20079
INSURER B: ATLANTIC CASUALTY INS CO	42846
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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR			1670000101-0	02/19/18	02/19/19	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG \$ 3,000,000
	ANY/AUTO						
	ALL OWNED AUTOS			73TRS085352	02/19/18	02/19/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	Hired AUTOS						BODILY INJURY (Per person) \$
	☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NY)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
A	IN TOW-VEHICLES			73TRS085352	02/19/18	02/19/19	E.L. DISEASE - EA EMPLOYEE \$
A	IN TOW-VEHICLES			73TRS085352	02/19/18	02/19/19	E.L. DISEASE - POLICY LIMIT \$
B	GARAGEKEEPER'S			1600000101-0	02/19/18	02/19/19	\$50,000 LIGHT/MEDIUM
							\$250,000 EXTRA HEAVY
							\$50,000 PER LOCATION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF GALVESTON
 P. O. BOX 779
 GALVESTON, TEXAS 77553-0779

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



City of Galveston

FLEET FACILITIES STAFF REPORT

July 12, 2018

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 (John Deere Precision mower) from Deere & Company through Buy Board, for a total price of \$28,935.66 which will be funded from the IDC Fund.

I. Background

- A. Funding for new equipment has been earmarked for the Parks Department. This mower is designed to cut ball field greens and will utilized at the new Fort Crockett complex.
- B. Buy Board and HGAC Buy 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.
- C. Vehicle description is listed on the attached sheet.
- D. The extended purchase price for this package is \$28,935.66.
- E. John Deere (Brookside) is located in League City Texas. This mower will be delivered through Brookside Equipment Sales.
- F. Delivery should be within 30 days from the date of the purchase order issue.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (John Deere Precision mower) from Deere & Company through Buy Board, for a total price of \$28,935.66 which will be funded from the IDC Fund.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. City Council approves the purchase of the listed vehicle.

1. Cost - \$28,935.66
2. Timing - Delivery should be within 30 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 of the listed vehicle.

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 allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (John Deere Precision mower) from Deere & Company through Buy Board, for a total price of \$28,935.66 which will be funded from the IDC Fund.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	IDC
Cost	\$28,935.66
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





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@brooksideusa.com

Quote Summary

Prepared For:

City Of Galveston / Parks
Daniel Thoman
4700 Broadway St
Galveston, TX 77551
DThomas@GalvestonTX.Gov

Delivering Dealer:**Brookside Equipment Sales**

Doug Moore
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
moore.doug@brooksideusa.com

Buyboard pricing valid for 30 days from date of quotation

Quote ID: 17611119
Created On: 13 June 2018
Last Modified On: 18 June 2018
Expiration Date: 18 July 2018

Equipment Summary

JOHN DEERE 2653B PrecisionCut
Trim and Surrounds Mower

Selling Price

\$ 28,935.66 X

Qty

1 =

Extended

\$ 28,935.66

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 529-17 (PG 67 CG 70)

Price Effective Date: June 13, 2018

Equipment Total

\$ 28,935.66

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 28,935.66

Trade In

SubTotal **\$ 28,935.66**

Est. Service \$ 0.00

Agreement Tax

Total \$ 28,935.66

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 28,935.66

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 17611119 Customer Name: CITY OF GALVESTON / PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@brooksideusa.com

JOHN DEERE 2653B PrecisionCut Trim and Surrounds Mower

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
529-17 (PG 67 CG 70)

Selling Price *
\$ 28,935.66

Price Effective Date: June 13, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1225TC	2653B PrecisionCut Trim and Surrounds Mower	1	\$ 26,335.00	22.00	\$ 5,793.70	\$ 20,541.30	\$ 20,541.30
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1145	20x10-10 Multi Trac Front Tires with 20x10-8 Turf Trac Rear Tire	1	\$ 275.00	22.00	\$ 60.50	\$ 214.50	\$ 214.50
1206	Quick Adjust 7 (QA7) 8-blade 66 cm (26-in.) Cutting Units	1	\$ 8,335.00	22.00	\$ 1,833.70	\$ 6,501.30	\$ 6,501.30
1317	66 cm (26-in.) Wide x 76.2 mm (3-in.) Diameter Spiral Grooved Rollers with Spiral End Caps	1	\$ 1,371.00	22.00	\$ 301.62	\$ 1,069.38	\$ 1,069.38
1402	Cutting Unit ONLY Counterweights	1	\$ 189.00	22.00	\$ 41.58	\$ 147.42	\$ 147.42
2009	Standard Seat	1	\$ 448.00	22.00	\$ 98.56	\$ 349.44	\$ 349.44
9757	66 cm (26-in.) wide by 76.2 mm (3-in.) Diameter Smooth Roller Scrapers	1	\$ 144.00	22.00	\$ 31.68	\$ 112.32	\$ 112.32
Standard Options Total			\$ 10,762.00		\$ 2,367.64	\$ 8,394.36	\$ 8,394.36
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 28,935.66
Total Selling Price			\$ 37,097.00		\$ 8,161.34	\$ 28,935.66	\$ 28,935.66



JOHN DEERE

Selling Equipment

Quote Id: 17611119

Customer Name: CITY OF GALVESTON / PARKS

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Brookside Equipment Sales
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@brooksideusa.com



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 26, 2018

Sent via email

To: Vendors Awarded BuyBoard Contract 529-17

Re: Grounds Maintenance Equipment, Irrigation Parts, Supplies, & Installation
BuyBoard Contract 529-17

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Irrigation Parts, Supplies, & Installation, BuyBoard Contract 529-17, effective June 1, 2017 through May 31, 2018, with two possible one-year renewals. At this time, we are renewing your contract through **May 31, 2019**.

All discounts, terms, and conditions of your 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, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your 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, CTSBS
Contract Administrator



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 26, 2017

Sent Via E-mail: houstoncentral@brooksideusa.com

Tom Bielowicz
Brookside Equipment Sales, Inc.
7707 Mosley
Houston, TX 77017

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, Proposal No. 529-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2017 through 5/31/2018, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 529-17 on the following website: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

▪ Vendor Quick Reference Sheet ▪ Electronic Catalog Format Instructions ▪ Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

Finally, your proposal was awarded based on a number of factors, one was the marketing strategy you outlined in your response. The BuyBoard does provide some co-branding resources to assist in your marketing efforts if interested.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Director of Cooperative Procurement
v.3.17



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.



16?

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Grounds Maintenance
Equipment, Irrigation Parts, Supplies and
Installation

Proposal Opening Date and Time:
October 20, 2016 at 2:00 PM

Proposal Number: 529-17

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2017 through May
31, 2018 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2017

Brookside Equipment Sales Inc.

Name of Proposing Company

7707 Mosley

Street Address

Houston, TX 77017

City, State, Zip

713-943-7100

Telephone Number of Authorized Company Official

713-943-9102

Fax Number of Authorized Company Official

Oct. 19, 2016

Date

(s) C. Bielamowicz

Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name of Authorized Company Official

General Manager

Position or Title of Authorized Company Official

741780794

Federal ID Number

The proposing company ["you" or "your"] hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response (" Proposal") to this Proposal Invitation , you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or bylaw.



Cooperative Purchasing
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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES 1 AND INVOICE RECEIPT OPTIONS

Company: Brookside Equipment Sales Inc. General Contact Name: Tom Bielasiewicz

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An Information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose **only one {1}** of the following options for receipt of purchase orders and provide the requested information:

0 I will use the **INTERNET** to receive purchase orders.

E-mail Address: houstoncentral@brooksideusa.com

Internet Contact: Tom Bielasiewicz Phone: 713-943-7100

Alternate E-mail Address: adamb@brooksideusa.com

Alternate Internet Contact: Adam Bielasiewicz Phone: 713-943-7100

D I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes (RFQ): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: houstoncentral@brooksideusa.com

Alternate E-mail Address: tom@brooksideusa.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be received.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: P.O. Box 262324

Department: A c c o u n t i n g

City: Houston

State: TX

Zip Code: 7 7 2 0 7

Contact Name: Yvonne Vickers

Phone: 713-943-7100

Fax: 713-943-9102 E-mail Address: vickers.yvonne@brooksideusa.com

Alternative E-mail Address: dorisb@brooksideusa.com



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b) : " A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (v') one of the following:

☐ **D** My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)

☒ **[j]** My company is not owned or operated by anyone who has been convicted of a felony.

☐ **D** My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

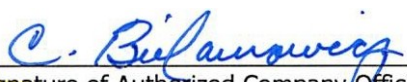
Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Brookside Equipment Sales Inc.

Company Name


Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Brookside Equipment Sales Inc.

Company Name


Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name



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RESIDENT/ NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (v) one of the following.

☐ I] I certify that my company is a **Resident Proposer**.

☐ D I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____	_____	
Company Name	Address	
_____	_____	_____
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ D Yes ☐ D No

B. What is the prescribed amount or percentage? \$_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (v) one of the following.

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Brookside Equipment Sales Inc.

Company Name


Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (v) all that apply

D I certify that my company has been certified as a HUB in the following categories:

D **Minority Owned Business**

D **Women Owned Business**

D **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Brookside Equipment Sales Inc.

(! _

C.

Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Brookside Equipment Sales Inc.

Company Name


Signature of Authorized Company Official

C. Bielowicz (Tom)

Printed Name

Oct. 19, 2016

Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain - this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- ▶ **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.^{li} This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- ▶ **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- ▶ **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - o **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - o **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule - no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - o **Independent Testing.** If acceptance of a facility by a public entity involves Independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - o **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vu}



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- ▶ **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- ▶ **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- ▶ **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a) (municipalities) and §262.022(5-a) and §262.027 (counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

[i] No; Deviations

D Yes; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: **D** Common Carrier **D** Company Truck **[i]** Prepaid and Add to Invoice **D** Other:

2. Payment Terms: **[i]** Net 30 days **D** 1% in 10/Net 30 days **D** Other:

Credit cards are accepted at the time of the sale

3. Number of Days for Delivery: **30** ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy:

Special order parts and electrical items are non-returnable. Unmounted stocked parts - 20% restocking charge.

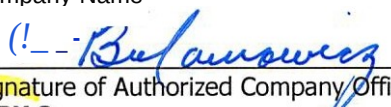
No parts returns after 15 days. Wholegoods - Manufacturer's warranty.

6. Are electronic payments acceptable? ☐ Yes **[i]** No

7. Are credit card payments acceptable? **[i]** Yes **D** No

Brookside Equipment Sales Inc.

Company Name


Signature of Authorized Company Official
FORM G

C . Bielamowicz (Tom)

Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Brookside Equipment Sales Inc.

Company Name

7707 Mosley

Address

Houston

TX

77017

City

State

Zip

713-943-7100

713-943-9102

Phone Number

Fax Number

Tom Bielamowicz

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



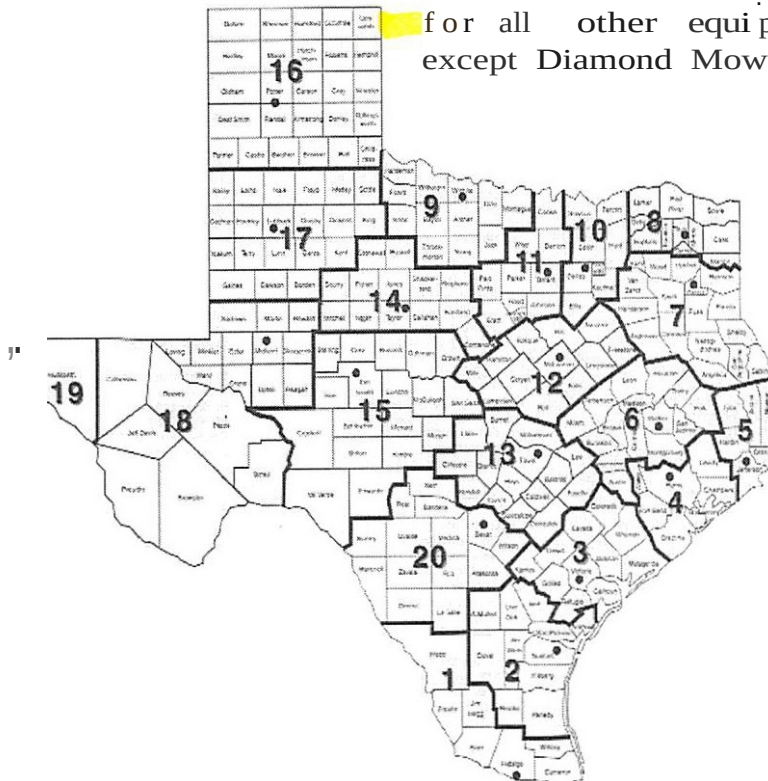
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



for all other equipment
except Diamond Mowers

☐ I will service Texas Cooperative members statewide.

☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| ☐ | 1 | Edinburg |
| ☐ | 2 | Corpus Christi |
| ☐ | 3 | Victoria |
| ☐ | 4 | Houston |
| ☐ | 5 | Beaumont |
| ☐ | 6 | Huntsville |
| ☐ | 7 | Kilgore |
| ☐ | 8 | Mount Pleasant |
| ☐ | 9 | Wichita Falls |
| ☐ | 10 | Richardson |
| ☐ | 11 | Fort Worth |
| ☐ | 12 | Waco |
| ☐ | 13 | Austin |
| ☐ | 14 | Abilene |
| ☐ | 15 | San Angelo |
| ☐ | 16 | Amarillo |
| ☐ | 17 | Lubbock |
| ☐ | 18 | Midland |
| ☐ | 19 | El Paso |
| ☐ | 20 | San Antonio |

Brookside Equipment Sales Inc.

Company Name

C. Bielamowicz

Signature of Authorized Company Official

C. (Tom) Bielamowicz

Printed Name

☐ I will not service members of the Texas Cooperative.



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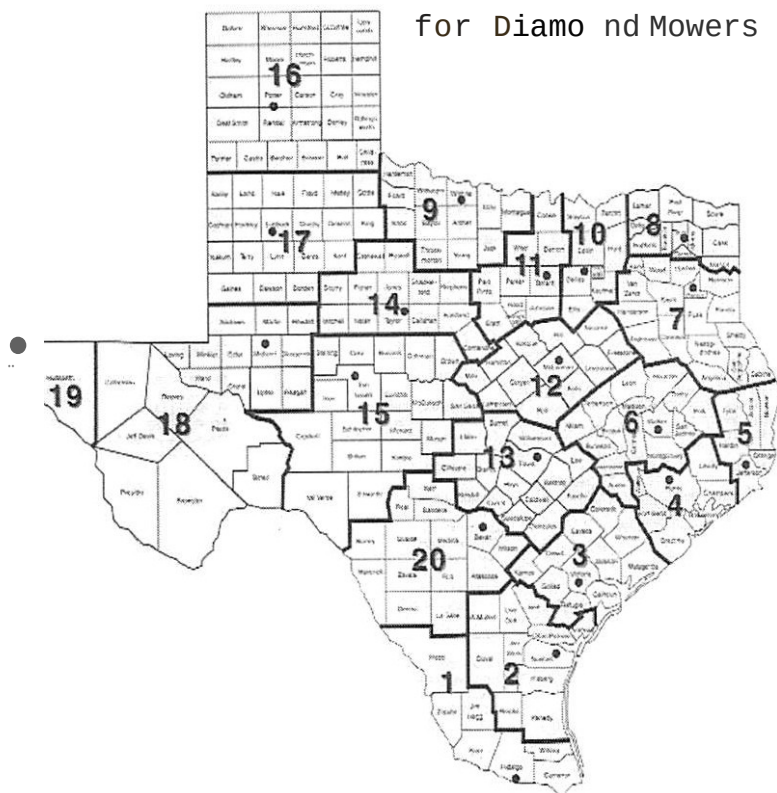
TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers

for Diamond Mowers



D I will service Texas Cooperative members statewide.

I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☒ 3	Victoria
☒ 4	Houston
☒ 5	Beaumont
☒ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☒ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Brookside Equipment Sales Inc.

Company Name

1. Bielamowicz
Signature of Authorized Company Official

C. (Tom) Bielamowicz

Printed Name

D I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☒ Alabama | ☐ Nebraska |
| ☒ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☒ Iowa | ☐ Tennessee |
| ☐ Kansas | ☒ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☒ Mississippi | |
| ☐ Missouri | |
| ☒ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Brookside Equipment Sales Inc

Company Name


Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Brookside Equipment Sales Inc. 529-17

Name of Vendor

Proposal Invitation Number


Signature of Authorized Company Official (Tom)

C. Bielamowicz

Printed Name of Authorized Company Official

Oct 19, 2016

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____ (The period of the 12 month period is _____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☐ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT(%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

ii] MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%) : 5-15% **Proposed Discount (%) :** 5

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Brookside Equipment Sales Inc.

Company Name

C. Bielowicz

Signature of Authorized Company Official
FORM L

C. Bielowicz

Printed Name

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Discount</u>	<u>Quantity/ Volume</u>	<u>FOB Term</u>
1. <u>Orange County Drainage Dist.</u>	<u>Dale Hoover</u>	<u>409-745-3362</u>	<u>BuyBoard</u>	<u>\$ 250K</u>	<u>Net 30</u>
2. <u>City of Baytown TX</u>	<u>Scott Johnson</u>	<u>281-420-6599</u>	<u>BuyBoard</u>	<u>\$ 250K+</u>	<u>Net 30</u>
3. <u>Harris County Precinct #4</u>	<u>J.R. Jebousek</u>	<u>281-454-4795</u>	<u>BuyBoard</u>	<u>\$ 250K +</u>	<u>Net 30</u>
4. <u>City of LaPorte Tx</u>	<u>Dennis Hlavaty</u>	<u>713-206-5998</u>	<u>BuyBoard</u>	<u>\$ 500K+</u>	<u>Net 30</u>
5. <u>City of Houston</u>	<u>Phil Hibbler</u>	<u>713-775-2697</u>	<u>BuyBoard</u>	<u>\$ 750K+</u>	<u>Net 30</u>

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** **NO** If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Brookside Equipment Sales Inc.

Company Name

C. Bielamowicz
Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. { Example: How your company will initially inform Cooperative members of your Buy Board contract, and how you will continue to support the Buy Board for the duration of the contract period. }

Attach additional pages if necessary.

Brookside Equipment Sales, was established in March, 1974. We currently have 148 employees.

Our sale staff consists of 27 salespersons who work with state, county, city, other Cooperative members and commercial customers. In our web site, www.brooksideusa.com we list some the products we offer and list the locations where parts and service is available. An extensive email and mailing list is used to contact BuyBoard customers on a regular schedule.

Brookside Equipment Sales Inc.

Company Name


Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et seq.*) or similar disclosure law. Proposer must clearly identify on this form any Information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check C:\V> one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify Information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such Information has been identified herein as information the vendor considers confidential or proprietary.

Confidential/ Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check **CO** one of the following:

NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded " YES", identify below the specific documents or pages containing copyright information.

Copyright Information _ _ _ _ _

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members.

Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Brookside Equipment Sales Inc.

Company Name

Signature of Authorized Company Official

C. Bielamowicz (Tom)

Printed Name

Oct19,2016

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Brookside Equipment Sales Inc.

{list the [6!u!] name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entitles, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.}

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor

Corporation

XXXX

Limited Liability Company

Partnership

Other

If other, identify _____

State of Incorporation (if applicable): _r_ex_a_s_

Federal Employer Identification Number: _14_1_1a_o1_94

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Brookside Equipment Sales Inc.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return) BROOKSIDE EQUIPMENT SALES, INC	
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	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____	
☒ Other (see instructions) _____	
Address (number, street, and apt. or suite no.) _____	
City, state, and ZIP code Ho, Tx. 770	
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	
DJJ - [D 11111]	
Employer identification number	
71-11-17101017 4	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person 

Date **-/-**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person and pay the section 1446 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 section 1446 withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

iii YES, I agree to the above. (Initial: **(19)**)

iv NO, I do NOT agree to the above. (Initial: __ __)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

YES, I agree to the above. (Initial: et.3)

D NO, I do NOT agree to the above. (Initial: _____)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

YES, I agree to the above. (Initial: C. '5)

D NO, I do NOT agree to the above. (Initial: _____)



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

YES, I agree to the above. (Initial: lf5)

D NO, I do NOT agree to the above. (Initial: _____)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

YES, I agree to the above. (Initial: lt5)

D NO, I do NOT agree to the above. (Initial: _____)



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

YES, I agree to the above. (Initial: SL)

D NO, I do NOT agree to the above. (Initial: ____)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

YES, I agree to the above. (Initial: SL6)

D NO, I do NOT agree to the above. (Initial: ____)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in **SAM**, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

iii YES, I agree certify to the above. (Initial: ≤!- d)

D NO, I do NOT agree / certify to the above. (Initial:____)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

iii YES, I agree to the above. (Initial: ! tJ)

D NO, I do NOT agree to the above. (Initial:____)

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

[j] YES, I agree to the above. (Initial: ed)

D NO, I do NOT agree to the above. (Initial: _____)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

[j] YES, I agree to the above. (Initial: 1,6)

D NO, I do NOT agree to the above. (Initial: _____)

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

[j] YES, I agree to the above. (Initial: 3)

D NO, I do NOT agree to the above. (Initial: _____)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Brookside Equipment Sales Inc.

Company Name

J. Belamowicz
Signature of Authorized Company Official

e. J. Belamowicz
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (v) the following)

- E) Completed: **Proposer's Agreement and Signature** (Form A)
- E) Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- E) Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- E) Completed: **Resident/Nonresident Certification** (Form D)
- E) Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- E) Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- E) Completed: **Deviation/ComplianceSignature Form** (Form G)
- E) Completed: **Dealership Listings** (Form H)
- E) Completed: **Texas Regional Service Designation** (Form I)
- E) Completed: **State Service Designation** {Form J}
- E) Completed: **National Purchasing Cooperative Vendor Award Agreement** {Form K}
- E) Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** {Form L}
- 0 Completed: **Governmental References and Price/DiscountInformation** {Form M}
- 0 Completed: **Marketing Strategy** {Form N}
- 0 Completed: **Confidential/Proprietary Information Form** (Form O)
- 0 Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- 0 Completed: **EDGAR Vendor Certification Form** (Form Q)
- 0 Completed: **Forms Checklist** {Form R}
- 0 Completed: **Proposal Specification Form with Catalogs/Pricelists and Manufacturer Letters**



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Proposal Invitation No. 529-17-Grounds Maintenance Equipment, Irrigation Supplies and Installation

((atalogs/Pricelists must be submitted with Proposal or Proposal will not be considered'.)

Item			State Percent (%) of Discount off	State Name of catalog/Pricelist	Exceptions to Discount
No.	Short Description	Full Description	catalog/Pricelist ¹		
4	Discount (%) Off catalog/Pricelist for Front Mowers, Equipment, Supplies, and Accessories	Please state the discount(%) off catalog/pricelist for Front Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
5	Discount (%) Off catalog/Pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories	Please state the discount(%) off catalog/pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
6	Discount (%) Off catalog/Pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
7	Discount(%) Off catalog/Pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories	Please state the discount(%) off catalog/pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	15% %	Honda Power Equipment Mowers, Tillers,	
8	Discount (%) Off catalog/Pricelist for Utility Vehicles, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Utility Vehicles, Equipment, Supplies, and Accessories. Catalog/ Pricelist MUST be included or proposal will not be considered.	5% %	Vantage Utility Vehicles	
9	Discount (%) Off catalog/Pricelist for All Terrain Vehicles, Equipment, Supplies, and Accessories	Please state the discount(%) off catalog/pricelist for All Terrain Vehicles, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		

PROPOSAL NOTE

1. catalogs/Pricelists are required to be submitted with Proposal

Page 2 of 12

PROPOSAL SPECIFICATION FORM
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Proposal Invitation No. 529-17-Grounds Maintenance Equipment, Irrigation Supplies and Installation

(catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered'.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/ Pricelist¹	State Name of Catalog/Pricelist¹	Exceptions to Discount
10	Discount (%) Off catalog/Pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
11	Discount (%) Off catalog/Pricelist for Sprayers, Supplies, and Accessories	Please state the discount(%) off catalog/pricelist for Sprayers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
12	Discount (%) Off catalog/Pricelist for Scraper, Supplies, and Accessories	Please state the discount(%) off catalog/pricelist for Scraper, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
13	Discount (%) Off catalog/Pricelist for Hand Held Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hand Held Equipment, Supplies, and Accessories. Catalog/ Pricelist MUST be included or proposal will not be considered.	10% %	Echo Hand Held Equipment Trimmers, Blowers, Chainsaws, Etc.	
14	Discount(%) Off catalog/Pricelist for Landscape and Turf care Attachments	Please state the discount(%) off catalog/pricelist for Landscape and Turf Care Attachments. Catalog/ Pricelist MUST be included or proposal will not be considered.	%		

PROPOSAL NOTE

1. catalogs/Pricelists are required to be submitted with Proposal

Page 3 of 12

PROPOSAL SPECIFICATION FORM
FORMS

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Proposal Invitation No. 529-17-Grounds Maintenance Equipment, Irrigation Supplies and Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off catalog/ Pricelist	State Name of catalog/ Pricelist	Exceptions to Discount
10	Discount (%) Off Catalog/Pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
11	Discount (%) Off Catalog/Pricelist for Sprayers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Sprayers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
12	Discount (%) Off Catalog/Pricelist for Scrape, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Scraper, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	%		
13	Discount (%) Off Catalog/Pricelist for Hand Held Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hand Held Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	15% %	Stihl Hand Held Equipment Trimmers, Blowers, Chainsaws, Etc.	
14	Discount (%) Off Catalog/Pricelist for Landscape and Turf Care Attachments	Please state the discount (%) off catalog/pricelist for Landscape and Turf Care Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 3 of 12

PROPOSAL SPECIFICATION FORM
FORMS

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Proposal Invitation No. 529-17-Grounds Maintenance Equipment, Irrigation Supplies and Installation

(catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/ Pricelist	State Name of Catalog/ Pricelist	Exception to Discount
19	Discount (%) Off catalog/Pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories . catalog / Pricelist MUST be included or proposal will not be considered.	%		
20	Discount (%) Off catalog/Pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories . catalog / Pricelist MUST be included or proposal will not be considered.	10% %	Diamond Mowers Boom Mowers Forestry Mowers 2016 Price List	
21	Discount (%) Off catalog/Pricelist for Ground Maintenance Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Repair Parts . catalog/Pricelist MUST be included or proposal will not be considered.	15% %	Sunbelt Parts After Market Maintenance Parts 16 Oct 2016	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 5 of 12

PROPOSAL SPECIFICATION FORM
FORMS

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Proposal Invitation No. 529-17 -GroundsMaintenance Equipment , Irrigation Supplies and Installation

(catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	State Percent(%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/ Pricelist ¹	Exceptionsto Discount
19	Discount (%) Off catalog/Pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories	Please state the discount(%) off catalog/pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories . Catalog/ Pricelist MUST be included or proposal will not be considered.	%		
20	Discount(%) Off catalog/Pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories . Catalog/ Pricelist MUST be included or proposal will not be considered.	%		
21	Discount (%) Off catalog/Pricelist for Ground Maintenance Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Repair Parts . Catalog/ Pricelist MUST be included or proposal will not be considered.	10%	Joh n Deere Parts 26Sep2016	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 5 of 12

PROPOSAL SPECIFICATION FORM
FORM S



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

**Proposal Invitation No. 529-17 -Grounds Maintenance Equipment, Irrigation Parts,
Supplies and Installation**

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: June 1, 2017 through May 31, 2018 with two (2) possible one-year renewals.

Proposal Opening Date and Time: October 27, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: April 2017

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name : Brookside Equipment Sales Inc.

Address: 7707 Mosley Houston TX 77017

Signature of Authorized
Company Official: The signature is handwritten in blue ink. It appears to be "J.J. C.C." followed by a horizontal line.

Title: General Manager

Telephone Number: 713-943-7100

Date : October 25, 2016



City of Galveston

FLEET FACILITIES STAFF REPORT

July 12, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the awarding of the replacement of 264' of old cyclone fencing with Trex Seclusions fencing behind the Fleet Facility to A to Z Fence Company for a total cost of \$23,750 which will be funded from the garage capital account.

I. Background

- A. The Fleet Facility is located at 502 32nd in Galveston and is surrounded by cyclone fencing which was installed in 1984.
- B. The east lot contains stored vehicles that are being prepared for auction and/or repairs. This fencing will block the street view from Church Street and matches the new fencing installed at the Parks Board property at 29th and Church.
- C. Four vendors were contacted and only one responded and supplied a bid.
 - A to Z Fence \$23,750
 - Unbehagen Construction No Bid (called twice)
 - Coastal Fence No Bid (called twice)
 - Wagner Fence No Bid (called once)
- D. A to Z Fence supplied a written bid and is the same company that supplied the fencing at the Parks Board location.

II. Current Situation

The City Council will have to approve the awarding of the replacement of 264' of old cyclone fencing with Trex Seclusions fencing behind the Fleet Facility to A to Z Fence Company for a total cost of \$23,750 which will be funded from the garage capital account.

III. Alternatives in order of priority

- A. Approve the request.
 - 1. Cost - \$23,750
 - 2. Timing - As soon as possible.





City of Galveston

FLEET FACILITIES STAFF REPORT

3. Departmental Improvements - Will provide improved security as well as an improved curbside appeal.

B. Do not approve the request.

3. Cost - No additional cost at this time.
4. Timing - N/A
3. Departmental Improvements - None

IV. Recommendation

Concur in Alternative A; approve the request.

V. Environmental Impact

All work projects follow state and local guidelines.

VI. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Garage Capital
Cost	\$23,750
Savings Estimation	N/A

Respectfully Submitted,

David Smith
Executive Director





P.O. Box 775
La Marque, Texas 77568
Phone (409) 935-3033 la
Fax (409) 935-7476
azfence@sbcglobal.net

Texas City – La Marque 2016 Business of the Year
July 5, 2018

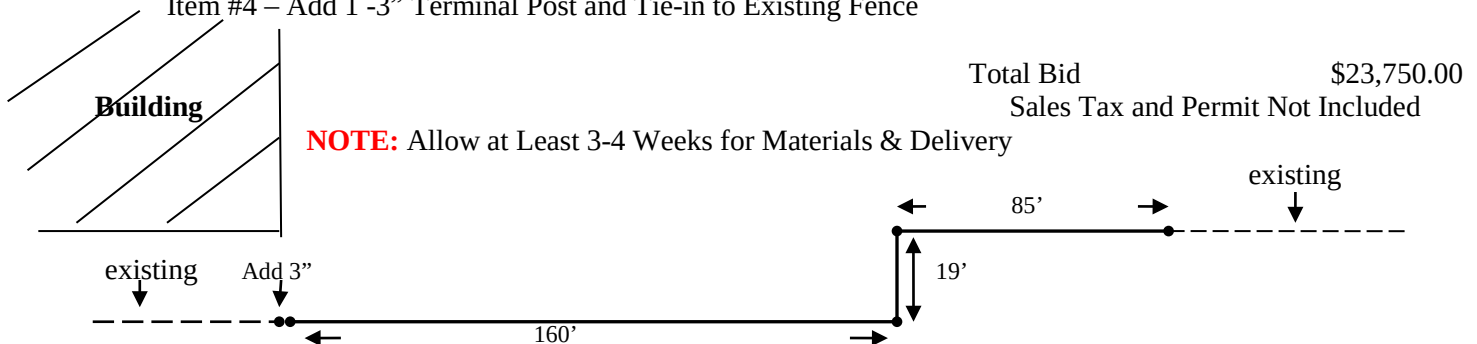
City of Galveston
P.O. Box 779
Galveston, TX 77553

Contact: David Smith
Job Location: 502 -32nd Street
Galveston, TX 77550
Telephone: Office 409-797-3920, Cell 409-789-0673
Email: dsmith@galvestontx.gov

We hereby submit specifications and estimates to furnish all labor and materials to perform the following scope of work.

Bid #1

- Item #1 – Install 264' of 8' Trex Seclusions
- Item #2 – No Gates
- Item #3 – Removal of Chain Link Fence Included
- Item #4 – Add 1 -3" Terminal Post and Tie-in to Existing Fence



-Quote Good for 30 Days-

Contract Conditions: The above bid, when accepted by this Company, becomes a contract. All Invoices shall be paid within Invoice Terms after completion of the project. A 10% will be added to any remaining amount after due date.

If payment is not made as per terms of this contract, the property owner expressly gives this company the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. Property owner is solely responsible for locating, staking and clearing fence lines. Customer also agrees that this Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands that there is no warranty on wood fence materials. More or less material other than amount contracted for and digging problems will be debited or credited at current rate. MasterCard, Visa and Bank Debit Card are accepted with a transaction fee of 3% of total invoice. Property owner is solely responsible for any permit fees if required.

Customer Acceptance _____ Date _____



City of Galveston

FLEET FACILITIES STAFF REPORT

July 11, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the award to purchase twenty five (25) Island Transit security bus DVR systems from Safety Vision, who was the preferred respondent to RFP 18-19 for a total of \$40,064.62. Funding is supported by two 80/20 federal grants with TDC's being utilized for the local match.

I. Background

- A. Funding for the purchase of twenty five (25) security DVR systems has been identified from two grants.
- B. Island Transit currently has a fleet of buses which utilizes Safety Vision digital video recording systems (DVR).
- C. Island Transit will need nineteen (19) new systems which will be installed by Safety Vision technicians on the newer Island Transit bus fleet. Six (6) additional systems will be included as spares.
- D. The DVR system is an onboard system that performs audio and video surveillance of the interior and exterior areas of the buses. These systems improve the security of passengers and drivers, and also reduces liability to the city.
- E. Safety Vision was a member of Texas Smart Buy (cooperative purchasing organization) and supplied a price utilizing this program on April 25, 2018 which the City Council approved. After the approval, Safety Vision advised that they erred and the requested model was not listed with Texas Smart Buy.
- F. It was decided by staff to create a Request for Proposals (RFP) and proceed utilizing this method of procurement.
- G. The responding vendors were scored utilizing an evaluation matrix. Safety Vision received the highest score and was chosen to be recommended for this project.
 - Safety Vision Score 1,062.16
 - Angel Trax Score 905.00
 - Gatekeeper Score 863.93





City of Galveston

FLEET FACILITIES STAFF REPORT

H. The extended purchase price is \$40,064.62 for twenty five (25) security DVR systems.

II. Current Situation

The City Council will have to approve the award to purchase twenty five (25) Island Transit security bus DVR systems from Safety Vision, who was the preferred respondent to RFP 18-19 for a total of \$40,064.62. Funding is supported by two 80/20 federal grants with TDC's being utilized for the local match.

III. Alternatives in order of priority

A. Approve the request.

1. Cost - \$40,064.62.
2. Timing - As soon as possible.
3. Departmental Improvements - Will provide Island Transit with needed equipment to provide better security on the buses.

B. Do not approve the request.

1. Cost - No additional cost at this time. Liability costs could increase.
2. Timing - N/A
3. Departmental Improvements - Island Transit will lack a complete security system.

IV. Recommendation

Concur in Alternative A; approve the request.

V. Environmental Impact

There will be no environmental impact by the video security camera systems.

VI. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Grant TX-34-0018 80/20 matched with TDC's Grant TX2017-010 80/20 matched with TDC's
Cost	\$40,064.62





City of Galveston

FLEET FACILITIES STAFF REPORT

Savings Estimation

The installation of these systems can reduce liability from auto accidents and passenger incidents.

Respectfully Submitted

David Smith
Executive Director



CONTRACT FOR SERVICES
Island Transit Bus Video System

This Contract (the "Contract") is made and entered into this 16th day of July, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Safety Vision, LLC**, (Company), located at 6100 West Sam Houston Parkway North, Houston, Texas 77041.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Island Transit Video System", within the City of Galveston ("City") and Safety Vision, LLC ("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:

Island Transit Video System- RFP 18-19

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, unless sooner terminated under the terms set forth herein. 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, detailed in Exhibit A at the agreed upon *not-to-exceed amount of Forty Thousand, Sixty-Four dollars and Sixty-Two cents. (\$40,064.62)*. 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 6100 W. Sam Houston Pkwy. North, Houston, Texas 77041. 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 10 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. **COPYRIGHT:** The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies the city for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **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.

16. **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.

17. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

18. **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.

19. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Island Transit Video System 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.

20. **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.

21. **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.

22. **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.

23. **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

Safety Vision, LLC
6100 W. Sam Houston Pkwy. N.
Houston, Texas 77041

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Safety Vision, LLC

By: _____
Brian Maxwell, City Manager

By: Michael Ondruch
Principal

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

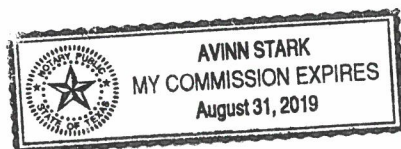
City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Michael Ondruch of Safety Vision, LLC, 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 July, 2018.



Avinn Stark
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:
2018-380238

Date Filed:
07/16/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Safety Vision LLC
Houston, 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-18-109
Island Transit Video System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, Bruce	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Michael Ondruch, and my date of birth is 6/11/62.

My address is 6100 West Sam Houston Parkway North, Houston, TX, 77041, U.S.A.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 16th day of July, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2018

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 Brown & Brown - Houston 1717 N. Sam Houston Pkwy #115 Houston TX 77038	CONTACT NAME: PHONE (A/C, No, Ext): 281-260-2000 E-MAIL ADDRESS:	FAX (A/C, No): 281-260-3065
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Insurance Co		35289
INSURER B : Valley Forge Insurance Co.		20508
INSURER C : Continental Casualty Company		20443
INSURER D : Texas Mutual Insurance Company		22945
INSURER E : Argonaut Insurance Company		19801
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 562226503**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:	Y	Y	5091551311	5/31/2018	5/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y	Y	5091551308	5/31/2018	5/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	5091551339	5/31/2018	5/31/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ \$
D E	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	Y	0001326015 92-838-860758-4	5/31/2018 5/31/2018	5/31/2019 5/31/2019	☒ 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	Cargo			OC246018	5/31/2018	5/31/2019	Shipment by any one vessel/aircraft \$500,000 Any one barge \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability - The policy includes a blanket automatic additional insured endorsement that provides additional insured (primary/non-contributory) status including completed operations and a blanket waiver of subrogation endorsement that waives the underwriters rights of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Automobile - The policy includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement that waives the underwriters rights of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Galveston
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Brown & Brown - Houston		NAMED INSURED Safety Vision, LLC 6100 W Sam Houston Parkway Houston TX 77041
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation - The policy includes a blanket waiver of subrogation endorsement that waives the underwriters rights of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko *mrz*
Date: 07-06-18
Re: Protective Clothing for Firefighters

I. BACKGROUND

In accordance with Texas Administrative Code Title 37 Part 13 Chapter 435.1 all regulated fire departments shall provide a full ensemble of NFPA approved personal protective equipment (PPE). This equipment must be maintained in compliance with NFPA 1851 Standard on Selection, Care & Maintenance of Structural Fire Fighting Protective Ensembles. A full set of PPE for one Firefighter costs approximately \$3,300.00.

II. CURRENT SITUATION

GFD strives to maintain 157 sets of PPE. This provides a set for all 117 active duty Firefighters plus 41 sets of replacement PPE. In 2016-2017 we initiated a three year plan to replace all PPE and maintain a three year rotation each year following. We are in the second year of this plan.

III. PROPOSAL

We propose purchasing 13 firefighting coats (\$1,405.70 each), 13 firefighting pants (\$946.00 each) for a total cost of \$30,572.10 from NAFECO, a buy board company that supplies our Protective clothing.

IV. IMPACT

The \$30,572.10 will come from our Protective Clothing Line account #221441-522014-422000. This account has funds for PPE purchases this fiscal year.

V. RECOMMENDATION

Proceed with the purchase of the protective clothing for \$30,572.10

* Approved / Disapproved

Dan Buckley
Dan Buckley, Deputy City Manager

* with council approval





NAFECO
1515 West Moulton Street
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation
Q6018529257

Date: 5/29/2018
Expires: 6/28/2018
FOB: Destination

Customer Number: GAL475
Customer Information: GALVESTON FIRE DEPARTMENT
Address: 2517 BALL
GALVESTON, TX 77550

Attention: Chief Olsen
Email:
Prepared By: David Johnson

Qty.	Product	Description	Each	Total
13	/CVFM	LION V-Force Coat per customer specs	\$1,405.70	\$18,274.10
13	/PVFM	LION V-Force Pant per customer specs	\$946.00	\$12,298.00
				Total: \$30,572.10
				<i>tax & freight to be determined</i>

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko *mzw*
Date: 07-05-18
Re: Revised MOU for Texas Task Force 1

I. BACKGROUND

Firefighter Steven Beall and Fire Chief Mike Wisko are members of Texas Task Force 1.

II. CURRENT SITUATION

There are currently two separate MOU's which allow both of us to participate. In an effort to reduce the number of MOU's, the State has decided to enter a single MOU with each sponsoring department and have a letter of endorsement for each employee who is a member of the team.

III. PROPOSAL

Enter into this revised single MOU with Texas Task Force 1 with two letters of endorsement for both Beall and Wisko attached.

IV. IMPACT

Upon request by the State, Firefighter Beall would need the approval of Fire Administration before being able to accept the assignment and Chief Wisko would need to approval of the City Manager's office, before being able to accept the assignment. Once accepted, all payroll expenses incurred by the City of Galveston including all overtime and back fill for their position are reimbursed by the State of Texas after the completion of the assignment.

V. ALTERNATIVES

- A) Deny the request

VI. RECOMMENDATION

Enter into the new MOU.

Approved / Disapproved

Dan Buckley
Dan Buckley, Deputy City Manager



** Legal needs to review the MOU*

Mike Wisko

From: Stacey Macik <Stacey.Macik@teex.tamu.edu>
Sent: Tuesday, June 19, 2018 9:32 AM
To: Mike Wisko
Subject: Texas Task Force 1 MOU
Attachments: Galveston MOU.pdf; Wisko.pdf; Beall.pdf

Good Morning Chief!

Please find attached the two way MOU between your department and TEEX. We have changed the format of our MOUs this renewal period. Each member of your Department will have a letter of endorsement that you have on the Task Force. The letter of endorsement is your control of who you support for task force activities. At any time you or a designee decides that you no longer endorse an employee's activities on the task force you have the right to pull their letter.

I will send the letter of endorsement to each Task Force member you have on the Team. They will need to sign it and it also must be signed by yourself or your designee.

The new MOU and the letter of endorsements will be good until October 31, 2023.

I will need a signed scanned copy back to me when complete.

Please let me know if you have any questions

Stacey



Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service,
The Sponsoring Agency of Texas Task Force 1,
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 18th day of June, 2018 between Texas Task Force 1 (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer) Galveston FD, located in Galveston, Texas.

TEEX is the Sponsoring Agency, as that term is defined in 42 USC 5165f(a)(6), for TX-TF1, a Task Force as defined in 42 USC 5165f(a)(9), as a cooperating party under a Memorandum of Agreement dated December 8, 2008, between the Federal Emergency Management Agency (FEMA) and the State of Texas. Employer desires to provide personnel to serve in TX-TF1 as determined by TEEX. The parties therefore agree as follows:

I. PURPOSE

The purpose of this MOU is to delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

II. SCOPE

The provisions of this MOU apply to:

- A. US&R activities performed at the request of the State and the Federal government and provided at the option of the Employer and the Member. These activities may be in conjunction with, or in preparation of, a State or federal declaration of disaster; and
- B. Training activities mandated by the Department of Homeland Security (DHS)/FEMA and TEEX to maintain TX-TF1 operational readiness.

III. PERIOD OF PERFORMANCE

This MOU begins as of the date of the last signature and terminates October 31, 2023, or as described in section IX of this MOU.

IV. DEFINITIONS

For purposes of this MOU, the following definitions apply:

- A. Activation: The process of TEEX mobilizing Members to deploy to a designated disaster site.
- B. Alert: The process of TEEX informing Members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.

- C. Backfill: The assignment of personnel by the Employer to meet their minimum level of staffing to replace a deployed Member.
- D. Deactivation: The process of TEEX demobilizing Members upon notification from the State or DHS/FEMA to stand down.
- E. Member: A rostered TX-TF1 member.
- F. Personnel Rehabilitation Period: The period sometimes allowed by DHS/FEMA or the State for Members' rehabilitation to normal conditions of living following activation.
- G. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by a Member in performance of his/her duties as a deployed Member.
- H. Rotational Model: Model used to determine which of the three teams (Red, White, Blue) is first up for deployment or on standby for the month.
- I. State: The State of Texas.
- J. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- K. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of an Employer or Member in order to develop and maintain the US&R capabilities of the Member and TX-TF1. Task Force Sanctioned Training must be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.

V. RESPONSIBILITIES

- A. TEEX shall:
 1. Recruit and organize TX-TF1 according to guidelines prescribed in the National US&R Response System Operations Manual.
 2. Ensure that each Member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
 3. Provide administrative, financial and personnel management to TX-TF1 and perform all financial requirements as set forth in this MOU.
 4. Reimburse payroll costs to the Employer for each activated Member and allowable backfill costs as stated in *Section VIII. A. Reimbursement of the Employer* and the *TX-TF1 Standard Pay Policy, Attachment A*.
 5. Provide training to Members consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 6. Develop, implement, and exercise a notification and call-out system for Members.
 7. Provide all personal protective equipment and uniforms required by TX-TF1.
 8. Provide tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 9. Maintain all tools and equipment in the US&R cache in a ready state.

10. Coordinate between DHS/FEMA, the State, the Employer, other relevant governmental and private entities, and the individual Members.
 11. Maintain a primary contact list for all Members.
 12. Maintain personnel files on all Members for the purposes of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.
 13. Provide a roster of the Employer Members upon execution of this MOU and annually, in the month of July, see *Attachment D*.
- B. The Employer shall:
1. Provide approval of its Members' participation in TX-TF1 training, meetings, and emergency response activities when fiscally reasonable to do so. Agency Chief approval is provided by signing the *Participating Agency Individual Member Letter of Endorsement, Attachment C*, at the time the Member's administrative documents are submitted.
 2. Maintain a roster of all its personnel participating as Members.
 3. Provide a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities and other matters.
 4. Pay deployed Members in accordance with *Section VIII Administrative, Financial, and Personnel Management and Attachment A, the Texas Task Force 1 Standard Pay Policy*.
 5. Certify and submit personnel reimbursement claims and requested supporting documentation within 45 days of Deactivation of its Member(s).
- C. Participation Requirements for Members. Employer shall notify TEEX TX-TF1 if Employer reasonably believes that a Member does not meet any of the following:
1. Members must be in good standing with the Employer.
 2. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
 3. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
 4. Members must follow all *TX-TF1 Standard Operating Guidelines (SOG)* that are available at <https://texas taskforce1.org/home>.
 5. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per *TX-TF1 SOG*.
 6. Members must complete and/or provide documentation of the required immunizations specified in the Individual Letter of Endorsement.
 7. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 8. Members must advise the Employer of TX-TF1 activities that may require time off work.

9. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
10. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
11. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly (POA).
12. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items
13. Members must be prepared to operate in the disaster environment for not less than 14 consecutive days.
14. Members must follow the *TX-TF1 Policies and Procedures* as published at www.texastaskforce1.org.

VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX shall request activation of TX-TF1 from the State.
2. Upon request or permission from the State for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX will follow the steps in section VI.B.
3. TEEX shall communicate an Alert and/or activation notices to Members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Demobilization

1. TEEX shall notify Members of activation of TX-TF1.
2. When TX-TF1 responds to such a mobilization request, the Members must arrive with all equipment and personal gear to the designated POA within 3 hours of activation notice.
3. Upon arrival at the POA, the Members will be provided initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
4. When TX-TF1 is activated, TEEX shall provide transportation for Members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
5. TEEX will provide transportation from the POD to the disaster site and transportation on the return trip.
6. TEEX shall demobilize Members and equipment to the original POA upon completion of the US&R mission.

C. Management

1. TEEX maintains overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

A. DHS/FEMA-Sponsored Training and Exercises

Periodically Members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training will be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the Members.

B. Task Force Sponsored Training

Periodically Members will be requested or required to attend Task Force Sponsored Training. Task Force Sponsored Training will be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of Members.

C. Task Force Sanctioned Training

Periodically Members will be required and/or invited to attend Task Force Sanctioned Training. Task Force Sanctioned Training may be performed at the direction, control and funding of TEEX, the Employer, or the State in order to develop and maintain the US&R capabilities of TX-TF1.

D. Non-Sponsored and/or Non-Sanctioned Training and Exercises

Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of the Employer or Member in order to develop and maintain the US&R capabilities of TX-TF1.

E. Minimum Training Requirements

Each Member must maintain the skills and abilities identified in the position description requirements. Each Member must attend one of the scheduled Full Scale exercises or Mobility Exercises and one Regional Training Event annually. Each Member must attend a minimum of 50% of the Task Force Sponsored Training and Task Force Sanctioned Training opportunities provided for his or her assigned TX-TF1 position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from TX-TF1. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of the Employer

1. TEEX shall reimburse the Employer for each of its employees activated as a Member for payroll and associated costs during the Members' participation in State and/or federal disaster deployments. This reimbursement will be in accordance with the *TX-TF1 Pay Policy* and will require the Employer to submit supporting documentation to TEEX prior to reimbursement.
2. TEEX shall reimburse the Employer for the cost of Backfilling Members while activated. This will consist of expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TEEX cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.

3. TEEX shall reimburse the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. TEEX will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.
- B. Other Reimbursements
1. TEEX shall reimburse Members for Reasonable Personal Costs associated with operations and maintenance of TX-TF1 during a State or federal activation. Itemized receipts are required and should not include Texas Hotel Occupancy taxes, alcohol, tips, or gratuities. All receipts must be submitted to the TEEX Business Office within 15 days of Deactivation.
 2. TEEX shall reimburse Members for reasonable travel costs associated with approved training in accordance with established *TX-TF1 travel policy*. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEX Business Office within 15 days from the end of the trip.
 3. TEEX shall reimburse on a replacement basis for emergency procurement of TX-TF1 materials, equipment and supplies purchased and used or consumed by Members in providing requested assistance. Advance approval by TX-TF1 leadership must be obtained and itemized receipts for such items must be submitted to TEEX. Such materials, equipment and supplies are the property of TEEX and must be returned to TEEX upon deactivation or return from training.
 4. No Member or the Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
 5. All financial commitments herein are made subject to availability of funds from the State and/or DHS/FEMA.
 6. TEEX shall perform all duties of an employer in relation to a Member who is injured and eligible to receive benefits under *Chapter 501 of the Texas Labor Code*.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of both parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEX complies with the provisions of *Executive Order 11246 of Sept. 24, 1965, as amended* and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND DHS/FEMA SANCTIONED OR SPONSORED TRAINING

- A. TEEX intends that participation under this MOU by a Member in exercises, pre-incident staging, major disaster or emergency response activities, or training events sponsored or sanctioned by DHS/FEMA constitute appointment into federal service to the extent authorized by *Sec. 327 of the Stafford Act (42 USC 5165f)*.
- B. Specifically, TEEX intends that a Member participating in an activity described above:
 - 1. Be eligible for the benefits described in *Sec. 327(h) of the Stafford Act (42 USC 5165f(h))* should the Member suffer personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such federal service;
 - 2. Be considered to be an employee of the federal government for purposes of tort claim procedure as described in *Sec. 327(i) of the Stafford Act (42 USC 5165f(i))*;
 - 3. Be considered in "service in the uniformed services" for purposes of employment and reemployment rights of individuals who have performed service in the uniformed services as described in *Sec. 327(j) of the Stafford Act (42 USC 5165f(j))*;
 - 4. If he or she holds valid licenses, certificates, or permits required by TX-TF1, be deemed to be performing a federal activity when rendering aid involving such skill or assistance as described in *Sec. 327(k) of the Stafford Act (42 USC 5165f(k))*; and
 - 5. Be eligible for all other benefits and protections provided under the Stafford Act or elsewhere in federal law.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

- A. During any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, Members who are not employees of a member of The Texas A&M University System or another agency of the State will be included in the coverage provided under *Chapter 501 of the Texas Labor Code* in the same manner as an employee, as defined by *Section 501.001*. Services with TX-TF1 by an activated Member who is a state employee are considered to be in the course and scope of the employee's regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

- A. During non-TX-TF1 training and exercises, Members who are not employees of a member of The Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded Members that are activated or attending DHS/FEMA or Task Force Sponsored Training or Task Force Sanctioned Training.

XIII. GENERAL PROVISIONS

- A. The substantive laws of the State (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates.
- B. This MOU does not create a partnership or joint venture between TEEX and the Employer. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- C. Any provision of this MOU that conflicts with a law or regulation of the United States or the State is null and void to the extent of the conflict.

- D. Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- a. TEEX: TEEX TX-TF1, 200 Technology Way, College Station, TX 77845-3424
- b. Employer: _____
- E. This MOU is assignable only with the written consent of both parties.
- F. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
- G. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- H. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- I. If either party fails to fulfill its obligations under this MOU, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this MOU, provided however, that in no event will such time extend for more than 30 days.
- J. This MOU along with the following attachments constitutes the entire understanding between the parties as to the matters contained in this MOU, and supersedes all other written and oral agreements between the parties as to those matters:
- Attachment A, TX-TF1 Standard Pay Policy
 - Attachment B, TX-TF1 Pay Schedule by Position
 - Attachment C, Individual Member Letter of Endorsement
 - Attachment D, Employer's TX-TF1 Member Roster
- The parties may execute agreements, but those will not alter this MOU unless expressly stated in writing.
-

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

	Jeff Saunders	
<u>Authorized Signature</u>	<u>Printed Name</u>	<u>Date</u>
<u>200 Technology Way</u>	<u>College Station</u>	<u>TX, 77845-3424</u>
<u>Address</u>	<u>City</u>	<u>State, Zip</u>
<u>(979) 458-0857</u>	<u>37167167164025</u>	
<u>Phone Number</u>	<u>TX VIN</u>	

EMPLOYER: Galveston FD
Employer Name

Authorized Signature	Printed Name	Date
Address	City	State, Zip
Phone Number	Email	

Attachment A
Texas Task Force 1
Standard Pay Policy

I. Scope

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse the Employer for the participation of each of their activated TX-TF1 members at the current hourly rate or salary at the time of deployment and identified on the payroll printout provided by the Employer requesting salary reimbursement. TX-TF1 may also reimburse the Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. Member work schedules, payroll policies, payroll and benefit documentation must be retained by the Employer for a period of three years following the final payment to TEEX by TDEM or DHS/FEMA in accordance with 2 CRF 200.333 – Retention Requirements for Records. TEEX will notify Employers when payment has been made.
- B. As an affiliated member, TX-TF1 members not employed by an Employer will be paid at a rate identified with his/her TX-TF1 position on the *TX-TF1 Pay Schedule by Position, Attachment B*. The affiliated member's 40-hour workweek will begin upon activation. The affiliated member will receive the standard base rate of pay for the first 40 hours worked within each workweek of a deployment. Hours in excess of 40 hours each week will be paid at 1 ½ time the member's base rate of pay. Affiliated members are not eligible for Personnel Rehabilitation pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Payroll printouts and fringe benefits documentation will be included in the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. During the deployment period from activation through de-activation, all FLSA-exempt and non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be compensated in accordance with 44 CFR 208.39 and Employer pay policies. Kelly days are considered off duty hours.
- D. 44 CFR 208.39 allows Participating Agency/Employers whose members follow the Public Safety Exemption 29 U.S.C. 207(k) have the option of converting deployed members to a standard FLSA 40 hour week during the deployment period. The conversion does not apply to backfill or rehab time.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

Attachment B
Texas Task Force 1 Pay Schedule by Position

TX-TF1 has adopted the following pay schedule for TX-TF1 members who are not employed by a Participation Agency/Employer:

ASSIGNMENT	HOURLY RATE	ASSIGNMENT	HOURLY RATE
LEADERS:		SPECIALISTS:	
Task Force Leader	\$ 52.00	Boat Operator & Bowman	\$ 35.00
MANAGERS:		Canine Specialist	\$ 35.00
Haz-Mat/WMD Manager	\$ 40.00	Communications Specialist	\$ 35.00
Logistics Manager	\$ 40.00	Haz-Mat/WMD Specialist	\$ 35.00
Medical Team Manager	\$ 108.00	Heavy Rigging Specialist	\$ 35.00
Plans Team Manager	\$ 40.00	Helo Search & Rescue Tech.	\$ 35.00
Rescue Team Manager	\$ 40.00	Logistics Specialist	\$ 35.00
Safety Officer/Manager	\$ 40.00	Medical Specialist	\$ 35.00
Search Team Manager	\$ 40.00	Rescue Specialist	\$ 35.00
Water Manager	\$ 40.00	Structural Specialist	\$ 54.00
SQUAD OFFICERS:		Technical Info Specialist	\$ 35.00
Boat Squad Officer	\$ 37.00	Technical Search Specialist	\$ 35.00
Rescue Squad Officer	\$ 37.00		

**Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Galveston FD)
Individual Member Letter of Endorsement**

Date: 6/18/2018

To: [Galveston FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Steven Beall].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or trainings.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org>.
4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
8. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX **immediately** of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
 - Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

Costs and requirements associated with TX-TF1 by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-TF1.

Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

TX-TF1 Participating Agency Chief or designee (Print)

Rank/ title

TX-TF1 Participating Agency Chief or designee (Signature)

Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

Steven Beall _____ Logistics Specialist _____

Member Name (Print)

Task Force Position

TX-TF1 Member (Signature)

Date

**Texas Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Galveston FD)
Individual Member Letter of Endorsement**

Date: 6/18/2018

To: [Galveston FD]
From: TX-TF1 Operations Chief
Re: Participation in Texas Task Force 1

Texas Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Michael Wisko].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or trainings.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org>.
4. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
8. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX **immediately** of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
 - Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diptheria)
 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

Costs and requirements associated with TX-TF1 by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-TF1.

Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

TX-TF1 Participating Agency Chief or designee (Print)	Rank/ title
--	--------------------

TX-TF1 Participating Agency Chief or designee (Signature)	Date
--	-------------

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Michael Wisko _____	Planning Team Manager _____
Member Name (Print)	Task Force Position

TX-TF1 Member (Signature)	Date
----------------------------------	-------------

City of Galveston



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

July 17th, 2018

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

From: Daniel Christodoss, P.E., City Engineer

Re: Consider for approval a design amendment from LJA Engineering (LJA) to add Avenue N-1/2 reconstruction to 73rd Street, at a fee not to exceed \$90,405.00 (increase from \$175,000 to \$265,405). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

1. 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, to prepare a Roadway Evaluation Report (RER)
2. The RER led to allocation of funding to reconstruct 73rd Street. This project includes rebuilding the roadway, and replacing aged water and sanitary sewer lines. Storm system upsizing for drainage improvements was not included.
3. Inclusion of drainage was feasible, since the negotiated proposal was below the CIP budget and provided the best value for the neighborhood.
4. A neighborhood site visit was performed, just before finalizing the design for bids. At this pre-bid visit, a major conflict was identified at the outfall (Option #1). A perimeter wall had been built right over the outfall easement in direct conflict with the 73rd Street 24 inch outfall pipe. In addition, a residential home was built right next to the easement.
5. The existing easement now cannot be utilized to upsize the outfall pipe to improve 73rd Street drainage. It is apparent that upsizing the 24 inch outfall pipe capacity from 6 cubic feet per second (cfs) to 24 cfs (4 ft wide by 3 feet deep box), would structurally impact the home due to its proximity. Another Option #2, discussed internally, was to procure a new easement for the adjacent property (away from the home structure) and permit a new 73rd Street outfall from USACE.
6. The USACE permit approach was acceptable, and an easement exhibit was prepared for the adjacent property, to reroute the outfall. However, after further internal discussions, it was apparent that procuring an easement from the adjacent property owner was not going to be cost effective or administratively feasible.
7. A more feasible Option #3 was introduced and discussed internally. This option would align the outfall along Avenue N-1/2 and provide the following benefits:
 - a. align the new outfall along Avenue N-1/2 (to be permitted by USACE).
 - b. upsize outfall to improve both 73rd Street and Avenue N-1/2 drainage,
 - c. reconstruct Avenue N-1/2 water and sanitary sewer, and
 - d. include a trunk storm sewer to improve the drainage of Avenue N-1/2.

II. Current Situation

- A. A proposal for the design amendment (Option #3) to 73rd Street Reconstruction was requested from LJA.
- B. LJA provided the design amendment for a design fee not to exceed \$90,405.
- C. LJA is available to perform at the City's request.

III. Issues

A not-to-exceed design fee of \$90,405 for 73rd Street Reconstruction from Heards Lane to Avenue N-1/2 outfall.

IV. Alternatives in order of priority

- A. Approve the design amendment from LJA, for a not-to-exceed design fee of \$90,405 for design and engineering of the 73rd Street Reconstruction from Heards to Avenue N-1/2 outfall.
- B. Do not approve the request and risk further deterioration of the road in addition to loss of water and sewer service in conjunction with additional problems due to drainage system limitations.

V. Recommendation

Approve the design amendment to add the new Avenue N-1/2 outfall and the reconstruction of Avenue N-1/2 at a design fee not to exceed \$90,405.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Source:	2017 GO BONDS FUND 3217
Engineering	\$ 90,405

Respectfully Submitted,



Daniel Christodoss,
City Engineer

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT



THIS AGREEMENT is entered into this 10th ^{day} of May June 2017, by and between the City of Galveston, Texas, hereinafter called the "City", and LJA Engineering hereinafter called "COMPANY", located in Houston, Texas in connection with the following project:

73rd Street Reconstruction from Heard Lane to Avenue N 1/2

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 **\$175,000**. 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

LJA ENGINEERING

BY: *Brian Maxwell*

BY: *Tory J Davis*

NAME: Brian Maxwell

NAME: TORY J DAVIS

TITLE: City Manager

TITLE: VICE PRESIDENT

DATE: 6/6/17

DATE: 5/10/17

Approved As To Form

[Signature]
City Attorney's Office

Attest:

[Signature]
City Secretary's Office



BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

**ADDENDUM TO CITY OF GALVESTON-LJA PROFESSIONAL SERVICES
AGREEMENT**

This Addendum is a part of the City of Galveston-LJA Professional Services Agreement of approximately even date herewith, between the City of Galveston ("City") and LJA Engineering, Inc. ("Company"). The terms "the contract" and "the agreement" herein shall mean that City of Galveston-LJA Professional Services Agreement including its attachments. This Addendum shall govern and control over any conflicting terms in any other part of the agreement.

1. Section 2 is amended to add to the last sentence the text:

"... it being agreed that COMPANY shall be given ample time to employ sound professional practices. Where COMPANY is prevented from completing any part of the services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as COMPANY provides written explanation of the delay to City. Except with regard to payment of any amounts due COMPANY from any services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances"

2. Section 9 is deleted in its entirety and replaced with the following text:

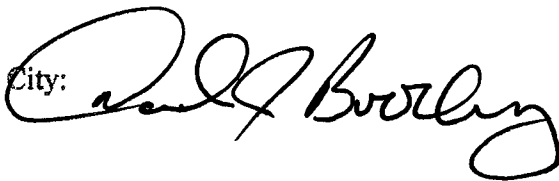
Pursuant to TX GOVT CODE Sec. 2254.0031, COMPANY shall indemnify and hold harmless City from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor."

APPROVED AS TO FORM:



Asst. City Attorney

City:



By: _____

Name: Daniel J. Buckley

Date Signed: _____

6/9/17

COMPANY: LJA ENGINEERING, INC.

By: _____

Name: Toby J. Davis

Date Signed: _____

5/10/17

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2016

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: Dinora Ancira PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: dinora.ancira@usi.com															
INSURED LJA Engineering, Inc. 2929 Briarpark Dr. Ste 600 Houston, TX 77042		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682 <i>At</i></td> </tr> <tr> <td>INSURER B : Commerce & Industry Insurance C</td> <td>19410 <i>A</i></td> </tr> <tr> <td>INSURER C : Hartford Fire Insurance Co</td> <td>19682 <i>At</i></td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td>32603 <i>At</i></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 : Hartford Fire Insurance Company	19682 <i>At</i>	INSURER B : Commerce & Industry Insurance C	19410 <i>A</i>	INSURER C : Hartford Fire Insurance Co	19682 <i>At</i>	INSURER D : Berkley Insurance Company	32603 <i>At</i>	INSURER E :		INSURER F :	
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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 ☒ \$10,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		61UUNJD0702	09/01/2016	09/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000** PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		61UUNJD0702	09/01/2016	09/01/2017	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 \$10,000		BE15433704	09/01/2016	09/01/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
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	61WBVX6527	09/01/2016	09/01/2017	☒ 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
D	Professional Liability		AEC901113101	09/01/2016	09/01/2017	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

Blanket Additional Insured including products/completed operations coverage(all policies except Professional Liability and Workers Compensation) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms HG00 01 06 05(GL);
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston, TX 77042-0000	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>Robert E. Hollan</i>
---	--

DESCRIPTIONS (Continued from Page 1)

CG20100413GL; CG20370413(GL); HA 99 16 03 12(Auto); 80517 11/09(Umbrella).

Coverage provided on the General Liability is primary and non-contributory if required by written contract executed prior to a loss.

**Maximum annual Aggregate limit \$10,000,000

Blanket Waiver of Subrogation is provided on General Liability, Auto, Umbrella, Professional Liability and Workers Compensation policies as required by written contract executed prior to a loss per policy form HG 00 01 06 05(GL); HA 99 16 03 12(Auto); 80517 11/09(Umbrella); and WC 42 03 04(Workers Compensation). Umbrella Liability policy follows form of the underlying policies, General Liability, Auto Liability and Workers Compensation.



3120 Fannin Street, Beaumont, Texas 77701
t 409833.3363 f 409833.0317 LJA.com TBPE F-1386

EXHIBIT: A

May 10, 2017

PROPOSAL

Daniel Christodoss, P.E.
City Engineer
823 Rosenberg, Room 205
P.O. Box 779
Galveston, Texas 77553

Re: Proposal for 73rd Street Roadway Rehabilitation
From Heards Ln. to Ave N1/2 (1265 feet)
LJA Proposal No. 17-01011
LJA Project No. b322-1011

Dear Mr. Christodoss,

LJA Engineering is pleased to offer you this proposal for professional services for the referenced project above.

Based on our previous projects for the City of Galveston on 73rd Street, this would be an extension of our previous design from Jones drive to Heards Lane. The project length is 1265 feet with an approximate length of 32 feet.

This project will consist of design for milling and replacement of the asphalt surface, upgrading drainage as necessary and upsizing old water and sewer lines.

Scope

This project will consist of design for milling and replacement of the asphalt surface, upgrading drainage as necessary and upsizing old water and sewer lines.

Below is the scope of work and deliverables required to provide the Plans, Specifications and estimate.

Scope

A. Topographic Survey

1. Surveyor will locate edge of curbs and profile of roadway
2. Surveyor will locate existing edges of pavement and above ground facilities.
3. Surveyor will locate existing striping and signs
4. Surveyor will locate and identify all drainage facilities and make one calls for locations of underground facilities.
5. Surveyor will coordinate with City to locate the water and sewer facilities.

We propose to complete the above engineering scope for a Lump Sum amount of \$175,000. If you have any questions, please do not hesitate to contact me at 409.781.1573.

Sincerely,

Wallace R. Wilson P.E.
Wallace R. Wilson, P.E.
Project Manager

APPROVED FOR
City of Galveston

By:

Name:

Title:

Date:

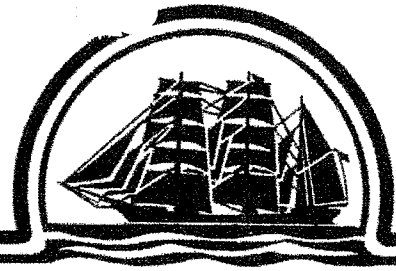
Toby J Davis

VICE PRESIDENT

5/10/17

Toby Davis, P.E., VP

City of Galveston



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

May 9th, 2017

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

From: Daniel Christodoss, P.E., City Engineer

Re: Consider for approval of the attached proposal from LJA Engineering (LJA) to design the 73rd Street Reconstruction from Heards Lane to Avenue N1/2., for a design fee not to exceed \$175,000.00. 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, to prepare a Roadway Evaluation Report.
- B. As part of the Fiscal Year 2017 Capital Improvement Plan, funding was allocated for reconstruction of 73rd Street. This project includes rebuilding the roadway, and replacement of aged water and sewer lines. Sidewalks and ADA ramps will be integrated into the design of this project.

II. Current Situation

- A. At the November 2015 meeting, City Council approved a List of Pre-Qualified Consulting Engineers to provide Engineering Design Services for the City of Galveston capital projects for a period of 3 years. This pre-qualified list includes LJA, which designed the 19th and 41st Streets.
- B. A proposal for engineering design services for the 73rd Street Reconstruction was requested from LJA.
- C. LJA provided a proposal for engineering services to plan and design 73rd Street Reconstruction from Heards Lane to Avenue N1/2 for a design fee not to exceed \$175,000.
- D. LJA is available to perform at the City's request.

III. Issues

A not-to-exceed design fee of \$175,000 per the attached proposal from LJA, for 73rd Street Reconstruction from Heards Lane to Avenue N1/2.

IV. Alternatives in order of priority

- A. Approve the proposal from LJA, for a not-to-exceed design fee of \$175,000 for design and engineering of the 73rd Street Reconstruction from Heards Lane to Avenue N1/2.
- B. Do not approve the request and risk further deterioration of the road in addition to loss of water and sewer service in conjunction with additional problems due to drainage system limitations.

V. Recommendation

Approve the proposal from LJA for a not-to-exceed design fee of \$175,000 for design of the 73rd Street Reconstruction from Heards Lane to Avenue N1/2.

VI. Fiscal Impact Report

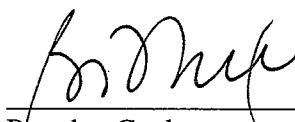
Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Source:	Streets CIP
Engineering	\$ 175,000

Respectfully Submitted,



Daniel Christodoss, P.E.
City Engineer

Forwarded for Approval,



Brandon Cook
Assistant City Manager

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.

LJA Engineering, Inc.
Beaumont, TX United States

Certificate Number:
2017-215210

Date Filed:
05/30/2017

Date Acknowledged:
06/13/2017

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

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-17-114
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Collins, Jeff P.	Houston, TX United States	X	
	Moehlman, James E.	Houston, TX United States	X	
	Ladner, Calvin T.	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 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

Certificate Number:
2017-215210

Date Filed:
05/30/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LJA Engineering, Inc.
Beaumont, TX United States

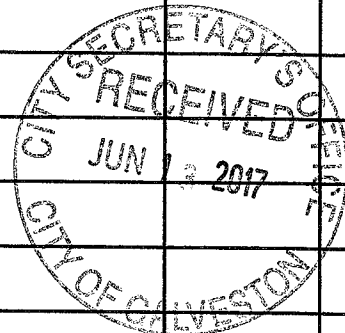
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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-17-114
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Collins, Jeff P.	Houston, TX United States	X	
	Moehlman, James E.	Houston, TX United States	X	
	Ladner, Calvin T.	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.



AFFIX NOTARY SEAL ABOVE

Wallace R. Wilson
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Wallace R. Wilson this the 30th day of May 20 17, to certify which, witness my hand and seal of office.

Mary Kathryn Gallo Mary Kathryn Gallo Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

EXHIBIT A



11821 East Freeway, Suite 360, Houston, Texas 77029
t 713.450.1300 f 713.450.1385 LJA.com TBPE F-1386

July 3, 2018

Mr. Daniel Christodoss, P.E.
City of Galveston Engineer
823 Rosenberg, Room 205
P.O. Box 779
Galveston, Texas 77553

Re: 73rd Street Design Amendment for Scope Change due to Conflict with Existing House at Outfall Resulting in Additional Engineering Services for the Asphalt Rehabilitation on Avenue N½ and New Storm Sewer Outfall, Water and Sewer Line Replacement
LJA Proposal No. 18-02290

Dear Mr. Christodoss:

LJA Engineering, Inc. (LJA) is pleased to present this proposal for furnishing the required engineering services for the design and construction of the proposed rehabilitation of Avenue N½ (approx. 650 linear feet) with asphalt surface course and base rehabilitation where needed. Geotextile fabric will be used in construction in accordance with the 73rd Street reconstruction design job as well. A new storm sewer outfall heading west alongside the north side of Avenue N½ will be designed and permitted through the United States Army Corp of Engineers and is included in this proposal. Water and Sewer Line along Avenue N½ will be designed with this project. Geotechnical Investigation is not included in this proposal. This letter details the specific elements of service to be performed under this authorization.

ELEMENTS OF SERVICE

A. Design Phase

1. Establish the scope of topographical surveys that, in the opinion of the Engineer, may be required for final design.
2. Prepare detail specifications, contract documents, and contract drawings.
3. From final contract specifications and drawings, prepare detail cost estimate.
4. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
3. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare a recommendation letter for Mayor and City Council action.
5. Prepare final contract documents for execution by the Contractor and the City.
6. This job will be bid with the previously designed 73rd Street project already contracted with the City.

C. Construction Phase

1. Conduct a Pre-construction Conference between the City, Engineer, and Contractor.
2. Issue a work order with dates approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Engineer, and Contractor. Prepare all closing documents to finalize the contract.

D. Required Services

1. Topographic Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction drawings.
2. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The complete "record drawings" will be delivered to the Owner.
3. U.S.A.C.E. Permitting: After design of the new outfall LJA will submit and get approved from the Corp the required permitting needed for a new outfall in tidally influenced waters.
4. Reimbursable Expenses: Reimbursable expenses including, but not limited to travel/mileage, phone charges, reproduction, printing, postage, and delivery charges.
5. Schedule Change: Additional Days for Time Extension from Notice to Proceed

BASIS OF COMPENSATION

For the accomplishment of the above tasks and required services, we propose that our compensation be a not to exceed fee of \$90,405.00 based as follows:

A.	Design Phase:	\$53,365.00
B.	Bidding Phase:	\$3,335.00
C.	Construction Phase:	\$10,005.00
D.	Required Services:	
	1. Topographical Survey	\$ 3,900.00
	2. Record Drawings	\$ 1,800.00
	3. U.S.A.C.E. Permitting	\$15,000.00
	4. Reimbursable Expenses	<u>\$ 3,000.00</u>
		\$23,700.00
E.	Schedule Change:	Additional 365 Days. See Attachment "Project Timeline"

ACCEPTANCE AND AUTHORIZATION

If the above Elements of Service and Basis of Compensation are satisfactory to you, we will consider your acceptance in the space provided below and return of a signed copy to us as our Authorization to Proceed. We appreciate the opportunity to be of continuing service to the City of Galveston.

Sincerely,



Mark E. Havran, P.E.
Project Manager

ACCEPTED:

City of Galveston

By: _____

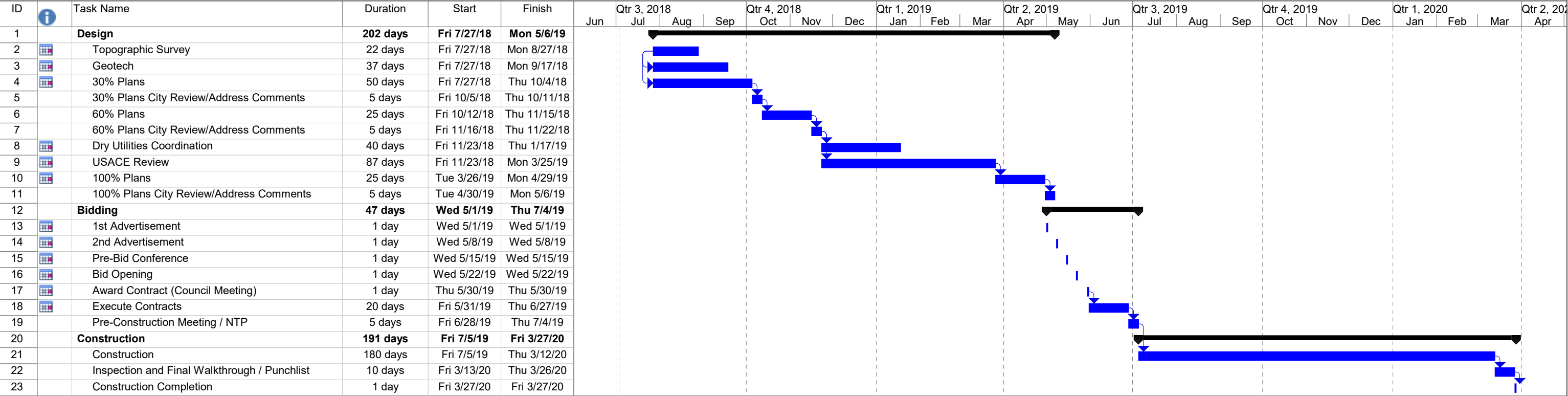
Date: _____

Attachment

Project Timeline

1. Notice to proceed for additional project issued July 2017.
2. During preparation of 30% design City Experienced nation disaster Hurricane Harvey.
3. City indicated they would allow 30 day delay to allow time for recovery.
4. At the completion of the 30% design we had to change to project manager from Butch Wilson to Mark Havran.
5. The design was completed on schedule.
6. Just before advertisement and finalizing design for bids a site visit was performed.
7. A major conflict was identified at the outfall.
8. There was a perimeter wall along the outfall easement. The home was also built right next to the easement.
9. Alternatives were evaluated and an easement exhibit was prepared for the adjacent property.
10. After further discussions it was apparent that procuring an easement from the adjacent property owner was not going to be feasible.
11. At this point Avenue N1/2 was determined to also be in poor condition. Utilities on this road also needed to be replaced due to their age.
12. An alternate route appeared to be the best option to complete the 73rd street project. The alternate route chosen would align the new outfall along avenue N1/2. A New outfall would have to be designed and permitted by USACE.

City of Galveston
Avenue N 1/2



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between the City of Galveston, Texas, hereinafter called the "City", and LJA Engineering hereinafter called "COMPANY", located in Houston, Texas in connection with the following project:

Avenue N1/2 from 73rd Street to Back Bay Circle and New Outfall

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 be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 90, 180, 270, and 365 days respectively from issuance of the Notice to Proceed (NTP).
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 for this design amendment shall not exceed **\$90,405.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
 - i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.
 - ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
 - a. Design schedule in *Smartsheet*; the City shall provide and share a blank *Smartsheet* at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. Permit applications for USACE, and TDLR EAB # and documentation that RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
 - iii. 60% submittal (Rev. B – 60% submittal issued for review):
 - a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;

- Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (**blue**);
 - Sanitary Sewer system Details (**red**);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (**green**);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;
 - Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
 - Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved USACE, TXDOT/Galveston County, as applicable;
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;

1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
 - a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in *Smartsheet*;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
 - a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
 - c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
 - h. This job will be bid with the previously designed 73rd Street project already contracted with the City.
- vii. Construction Phase:
 - a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
 - f. Project Representation is not included in this proposal. If it is requested a separate fee will be provided under separate contract.
- viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below.
Invoices will not be approved without the proper submittal/backup documents.
Always email a copy to the personnel above with the corresponding documents.
 - a. 30%

- b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction
- ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
- 8. City shall notify COMPANY in writing, of any and all objections, if any, to an invoice and the accompanying justification documents 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 and City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date unless documentation to justify the invoice is neither submitted along with the invoice nor found to be acceptable to the City.
- 9. 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
- 10. **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.**
- 11. **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.

12. 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 including AutoCAD electronic files, 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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**”

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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
24. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A and Item 7 of this agreement are completed to the written

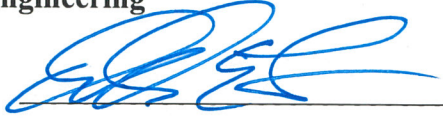
acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

LJA Engineering

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Wallace Trocheset

TITLE: City Manager

TITLE: Vice President

DATE: _____

DATE: _____

Approved As To Form

City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

ADDENDUM TO CITY OF GALVESTON-LJA PROFESSIONAL SERVICES AGREEMENT

Item 1 and 2 have been accepted and approved in the 73rd street Contract previously signed with the City. Only Item 3 is new.

This Addendum is a part of the City of Galveston-LJA Professional Services Agreement of approximately even date herewith, between the City of Galveston ("City") and LJA Engineering, Inc. ("Company"). The terms "the contract" and "the agreement" herein shall mean that City of Galveston-LJA Professional Services Agreement including its attachments. This Addendum shall govern and control over any conflicting terms in any other part of the agreement.

1. Section 2 is amended to add to the last sentence in the text:

"... it being agreed that COMPANY shall be given ample time to employ sound professional practices. Where COMPANY is prevented from completing any part of the services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as COMPANY provides written explanation of the delay to the City. Except with regard to payment of any amounts due COMPANY from any services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances"

2. Section 10 is deleted in its entirety and replaced with the following text:

Pursuant to TX GOVT CODE Sec. 2254.0031, COMPANY shall indemnify and hold harmless City from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor."

3. Section 17 required insurance is amended to add to the last sentence in the text:
Professional liability insurance coverage shall be on a "*claims made basis*"

City:

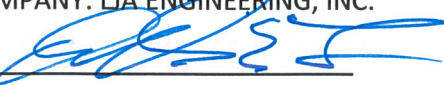
By: _____

Date Signed: _____

Name: _____

COMPANY: LJA ENGINEERING, INC.

Date Signed: _____

By: 

Name: Wallace Trochesset



City of Galveston

29th Street O to Seawall STAFF REPORT

17 July 2018

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 \$225,228.20 for 29th 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 to prepare a Roadway Evaluation Report.
- B. One of the roadway projects chosen for the CIP was 29th Street from Avenue O to Seawall.
- C. The repaving of 29th Street from Avenue O to Seawall Blvd., will involve the milling and replacement of the asphalt surface for an overall length of about 2,000 feet.
- D. The project will also involve the upsizing of water and sewer utilities and include drainage improvements.
- E. Typical Utilities from Avenue O to Seawall on 29th Street are shown between Avenue Q-1/2 and Avenue R in a GIS Graphic on the next page (old 8 inch clay sanitary sewer pipe in green, old 8 inch cast iron waterline in blue, 3 ft x 2.5 ft storm sewer box in brown).

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 \$225,228.20 to design the street improvements and utility upgrades.
- C. GC Engineering is available to perform at the City's request.





City of Galveston

29th Street O to Seawall STAFF REPORT





City of Galveston

29th Street O to Seawall STAFF REPORT

III. **Impact or ramifications:**

If not awarded, these needed improvements for 29th Street from Avenue O to Seawall Blvd., will not be constructed and the condition of the road and the utilities will continue to deteriorate.

IV. **Alternatives in order of priority**

- A. Approve the proposal from GC Engineering Services, Inc., for a not to exceed amount of \$225,228.20 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 \$225,228.20 to design the street improvements including utility upgrades.

VI. **Fiscal Impact Report**

Requested by:

D. Christodoss, P.E.
City Engineer

Funding Sources:

- | | |
|--|--------------|
| 1. 2017 GO Bonds Fund 3217 ST2001 | \$ 14,785 |
| 2. 2017 GO Bonds Fund 3217 DCONT | \$100,000 |
| 3. Infrastructure & Debt Service Fund 3199 DCONT | \$110,443.20 |

Total Cost of Design:

\$225,228.20

Respectfully Submitted,

Daniel Christodoss, P.E.





City Engineer

City of Galveston

29th Street O to Seawall
STAFF REPORT





**PROFESSIONAL ENGINEERING SCOPE OF SERVICES
FOR
REPAVING OF 29TH STREET FROM AVENUE O TO SEAWALL BOULEVARD
City of Galveston, Galveston, Texas**

Project Description

The City of Galveston (The City) proposes to repave 29th Street from Avenue O to Seawall Blvd. for an overall length of approximately 2,275 feet. The project includes milling and replacement of the asphalt surface, extension of the storm sewer main to provide for future expansion of the drainage system, and replacement and upsizing of old water and sewer utilities.

A water line with diameters ranging from 8 inch to 10 inch exists along 29th Street between Ave. R-1/2 and Ave. O. This line will be removed and replaced.

Twelve (12) inch and 18 inch sanitary sewer lines exist along 29th Street between Avenue O and the alleyway between Ave. Q-1/2 and Ave. Q. This line will be removed and replaced.

Underground sanitary sewer with diameters varying from 6" to 10" run across 29th Street at alley ways. It is assumed that these sanitary sewers are constructed of vitrified clay. Existing sewer will be replaced with same diameter PVC sewer within the 29th Street ROW limits. The proposed PVC sewer will be connected to the existing vitrified clay sewer via a "Fernco" fitting with a concrete encasement. The new sewer will be backfilled with stabilized sand.

Storm sewer along 29th Street consists of 3'x2.5' and 3.5'x2.5' box culverts between Avenue O and Avenue R. The existing storm sewer will be removed and replaced.

The City requested that GC Engineering, Inc. (GCE) prepare a scope of work to perform professional engineering services for the repaving of 29th Street project.

Proposed Scope:

The proposed project consists of the design work associated with the following:

- Mill and overlay approximately 2,275 feet of 29th Street from Seawall Blvd. to Avenue O.
- Repair curb and gutter along 29th Street, as necessary.
- Replace existing waterline, fire hydrants, and water valves along 29th Street.
- Replace existing sanitary sewer along 29th Street.
- Replace existing sanitary sewer along alley ways crossing 29th Street (assumed vitrified clay sewer) with same diameter PVS pipes within 29th Street ROW limits.



- Evaluate the existing storm sewer system network and the City's future expansion scheme of the drainage system.
- Remove and replace the existing storm sewer system based on the findings from above task.

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 and surveying services for the project.

B. Surveying

GCE will review the survey needs based on the available information. The survey work will be performed by GCE's subconsultant, T. Baker Smith (TBS) located in Stafford, Texas. The scope of work for surveying tasks by TBS is enclosed.

C. 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 five (5) locations along 29th Street to obtain the existing pavement thickness and for boring access;
- Drilling and sampling five (5) soil borings each to a depth of 15 feet along 29th Street from Avenue O to Seawall Boulevard.
- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements.



- Performing appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Performing engineering analyses to develop geotechnical recommendations for open cut and trenchless installation of the proposed water and sanitary sewer improvement, water level control and excavation safety.
- 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.

D. 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.

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.

E. Drainage Design

GCE will evaluate existing hydrology for the project area based on the information gathered from the data collection effort. GCE will also perform a preliminary analysis for the extension of the existing storm sewer along 29th Street to provide for the future expansion of the drainage system, as needed. It is assumed that the existing storm sewer along 29th Street and inlets will be



removed and replaced based on the proposed storm sewer design for the City's future expansion of the drainage system needs.

F. Preliminary Design/ 30% Submittal

GCE will utilize topographic mapping for the project area to determine the existing conditions.

It is estimated that the 30% Submittal will include the following:

- a. Design schedule in the City's Smartsheet;
- b. Geotechnical Report;
- c. Field Survey Plan;
- d. Design Plans Showing Existing Conditions and an Aerial showing proposed concept, with existing and proposed clearly identified;
- e. Table of Contents for Project Manual (Specifications);
- f. 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. Update the design schedule in the City's Smartsheet;
 - f. Bid form.
 - g. 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% DRAFT submittal (Rev. C – 95% submittal issued for review)

GCE will address the City's 60% Plan comments and submit Draft 100% submittal (95% Submittal) for the City's review and comments. 100% Draft Submittal is anticipated to consist of the following:

- a. Utility signatures on plan cover sheet from private utilities;
- b. Design Plans;
- c. Project Sign;
- d. Project Manual (Specifications, and bid forms);
- e. Final Opinion of Probable Construction Costs
- f. Update the design schedule in the City's Smartsheet;

C. 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. Estimated construction time and schedule in Smartsheet;
- g. 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 services are anticipated for the project.
- II.** The City will provide previous reports, construction plans prepared for the existing roadway and utilities.



PROJECT COST

The work described in the proposed services scope tasks will be performed at an estimated lump sum fixed cost of \$225,228.20. 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	\$43,025.20	\$38,682.00	\$500.00	\$82,207.20
Task 2	Design Phase	\$121,350.00	-	\$1,400.00	\$122,750.00
Task 3	Bid Phase	\$9,939.00	-	\$200.00	\$10,139.00
Task 4	Construction Phase	\$9,932.00	-	\$200.00	\$10,132.00
Total		\$184,246.20	\$38,682.00	\$2,300.00	\$225,228.20

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.

July 11, 2018

Chandi S. Rodrigo, P.E.
GC Engineering, Inc.
2505 Park Avenue
Pearland, TX 77581
Ph: (281) 412-7008, ext: 106
Fax: (281) 412-4623
mrodrigo@gc-engineering.com

RE: 29th St. from Ave. O to Seawall Blvd., City of Galveston, Galveston

Dear Mr. Rodrigo,

As per your request, T. Baker Smith, LLC is pleased to submit for your review and consideration the following estimate to provide the required professional surveying services for the above referenced project.

Scope of Work:

- Project Limits are 29th Street from Avenue O to Seawall Blvd. Limits can be found in "ExhibitA-180710 Project Location Map". Survey scope is defined and will be performed in accordance with client provided document "ExhibitB-180710 29th Street Topo survey – scope of work.pdf" (see Exhibit B).

Client Responsibility:

- Arrange for safe access to and make all provisions for T. Baker Smith, LLC to enter upon public and private property as required to perform the professional services.
- Provide property and right of way documents to assist in establishing 29th Street Right of Way and adjacent owner information.

Compensation:

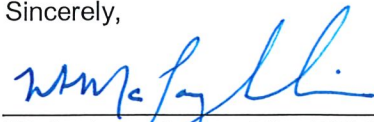
- Lump Sum of \$28,600.00

Estimated Schedule: Commence 3 business days from authorization to proceed. Field and office scheduled completion within one month from authorization to proceed.

Thank you for the opportunity to submit this proposal. If you should have any questions, comments, or require additional information, please contact me at (281) 637-4309 or via email:

Andrew.Mclaughlin@tbsmith.com.

Sincerely,



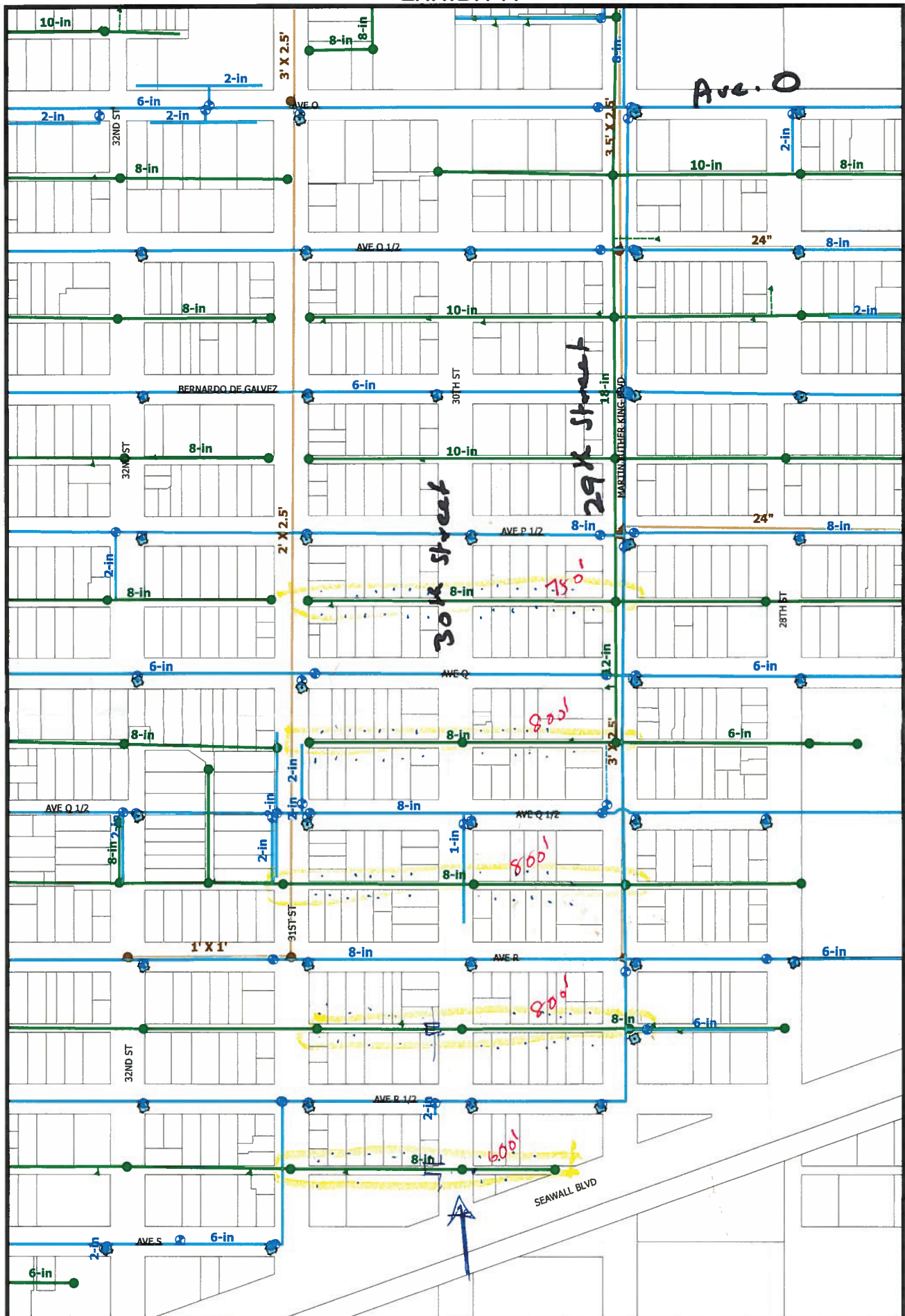
W. Andrew McLaughlin, RPLS
RPLS TX, OK, NM, LA, FL
Lead Professional – Houston Survey

281.787.4327 | Mobile

281.637.4309 | Direct

T. BAKER SMITH, LLC
A CENTURY OF SOLUTIONS
TBPLS Firm No. 101102-01

EXHIBIT A



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			
Valve	Manhole (Sanitary)	Inlet	Water Main
Fire Hydrant	Service Cleanout	Junction	Force Main
	Lift Station	Outlet	Sewer Main
		Manhole (Storm)	Storm Main

EXHIBIT B

29th Repaving project – City of Galveston

Project limits: 29th St. from Ave. O to Seawall Blvd.

SURVEY SCOPE OF WORK:

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 back of curb, face of curb, driveway, sidewalk, ramp, fence, trees (4-inch and larger in caliper size), landscape, signs, etc. will be surveyed within the survey limit. Identify visible, possibly pavement full depth base repair locations.
4. Identify driveways with type of driveways. Example: concrete, Asphalt, gravel. Identify ADA Ramps including slopes.
5. 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.
6. 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.
7. Establish estimated right of way line for the street. Show approximate property lines with owner information.
8. 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.
9. Plan view drawings will be prepared containing all topographic information and visible utility features in AutoCAD format.
10. Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided as necessary.
11. 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.
12. Survey the rim and invert elevations at sanitary sewer manholes along Martin Luther King Blvd. and 29th Street.
13. Coordinate with private utility companies and City of Galveston for record drawings.
14. Prepare DTM model for survey.
15. Perform utility research and delineation of underground utility lines in the plan view from available record drawing and surveyed information.
16. Prepare profile for ground lines corresponding to the center line of the streets, center line of the ditch/curb lines, right-of-way lines
17. Prepare profile view of existing utilities from available record and field information for streets

Item-2: Deliverables:

1. Provide Topographic survey in .dwg file format with AutoCAD version 2018 compatible.
2. Provide Plan and profile in .dwg file format with AutoCAD version 2018 compatible.
3. Provide ASCII point text file.
4. Provide word file with Benchmark and Temporary benchmark information. Provide conversion factor from surface coordinates to grid coordinates.
5. Utility company contacts list.
6. Latest Aerial image files (if available)
7. Provide topographic survey and horizontal and vertical control pdf in 22x34 format.
Horizontal and vertical control sheets shall be signed and sealed by RPLS

Item-3: CADD standards:

- a. All objects shall have color and line weight setting as "bylayer".
- b. No objects shall be in layer "0".
- c. Provide a list/description of all abbreviations used on the survey.
- d. All text shall be separated from object layer
- e. All text size shall be legible to 1:20 scale drawing.



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140436799

July 11, 2018

Ms. Chandi Rodrigo, P.E.
GC Engineering, Inc.
2505 Park Avenue
Houston, Texas 77581

**Re: Proposal for Geotechnical Services
Roadway Improvement along 29th Street
From Avenue O to Seawall Boulevard
Galveston, Texas**

Dear Ms. Rodrigo:

In accordance with your request on July 10, 2018, and July 11, 2018, Geotest Engineering, Inc. is pleased to submit this revised proposal for the referenced project. The project involves roadway improvements along 29th Street (Martin Luther King Blvd.) from Avenue O to Seawall Boulevard for approximately 2,275 LF, and includes milling the existing asphalt surface and overlaying with new asphalt to match the existing asphalt thickness. Based on the information provided, we understand that the project also includes extension of the existing storm sewer main to provide for future expansions of the drainage system in the area, and replacing and upsizing the existing older water and sanitary sewer system along 29th Street. We also understand that the depth of the invert of the sanitary sewer lines range from approximately 7 feet to 10 feet and will be installed by open cut methods, except at utility conflicts or street crossings, where installation will be by trenchless method.

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 July 10, 2018, and our conversation on July 11, 2018. The scope will include the following:

- Coring the existing pavement at five (5) locations along 29th Street to obtain the existing pavement thickness and for boring access;

- Drilling and sampling five (5) soil borings each to a depth of 15 feet along 29th Street from Avenue O to Sewall Boulevard.
- Grouting all boreholes 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.
- Performing appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Performing engineering analyses to develop geotechnical recommendations for open cut and trenchless installation of the proposed water and sanitary sewer improvement, water level control and excavation safety.
- 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 \$10,082.00. The cost breakdown is provided in Attachment No. 1.

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



Krishna M. Pradeep
Graduate Engineer



Mohan Ballagere, P.E.
Vice President

MB\kmp\ego

Copies Submitted: (1-PDF)

Enclosure: Attachment No. 1 - Cost Breakdown
Cost Estimate for Traffic Control

PC38\Geotechnical\Proposals\40436799R.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT NO. 1

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	75 ft.	\$21.00	\$1,575.00
Utility Clearance, marking borings and Field Coordination for Boring Locations	10 hrs.	\$77.00	\$770.00
Asphalt Coring (4" Dia up to 6" Thickness)	5 ea.	\$80.00	\$400.00
Additional Thickness (6" to 12")	10 in.	\$7.00	\$70.00
Vehicle Charge (marking borings)	10 hrs.	\$10.00	\$100.00
Grouting of Completed Boreholes	75 ft.	\$7.00	\$525.00
Traffic Control (See attached for Estimate)	2.0 day	\$650.00	\$1,300.00
		Subtotal:	\$5,080.00
Laboratory Tests			
Liquid and Plastic Limits	8 ea.	\$60.00	\$480.00
Percent Passing No. 200 Sieve	4 ea.	\$46.00	\$184.00
Sieve Analysis through No. 200 Sieve	4 ea.	\$55.00	\$220.00
Moisture Content	30 ea.	\$9.00	\$270.00
Unconsolidated Undrained Triaxial Compression	8 ea.	\$61.00	\$488.00
		Subtotal:	\$1,642.00
Engineering Services			
Principal or Sr. Consultant	2 hrs.	\$210.00	\$420.00
Sr. Engineer	4 hrs.	\$150.00	\$600.00
Project Engineer	20 hrs.	\$105.00	\$2,100.00
Support Personnel, Word Processing	4 hrs.	\$60.00	\$240.00
		Subtotal:	\$3,360.00
		Total Cost:	\$10,082.00



902 Rankin Rd. Houston, TX 77073

Phone: 713.476.9300 / Fax: 713.677.0223
estimating@RegionalTrafficServices.com

Estimate

Estimate # 2609

Customer:

Geotest Engineering, Inc.
5600 Bintliff
Houston, Texas 77036

Project Location / Additional Info:

Project Location:
29th Street (MLK) from
Ave O to Seawall Blvd
Galveston, TX

Estimate Date:

7/11/18

Requested By:

Krishna

Project:

Description	Qty	Rate	Total
Daily Surface Street Lane Closures 1 Arrow Board, 1 Flagger ***NO HALF DAYS***	1	650.00	650.00T

Thank you for your business.

Regional Traffic Services, LLC. hereby expressly disclaims all warranties, either expressed or implied and RTS, LLC. neither assumes nor authorizes any other to assume for it any liability in connection with this rental or sale. Customer shall not be entitled to recover from Regional Traffic Services, LLC. any consequential damages, damage to property, damages for loss of use, loss of time, loss of life, loss of profits or income, or any other incidental damages. A credit card service charge of 3.5% may be imposed on any purchase invoiced above \$1,000.00. Calculation of rent is as follows: A rental day is twenty four (24) hours, a rental week consists of seven (7) days, and a rental month is four (4) weeks. No deduction shall be made for Sundays, holidays, time in transit, or for any period of time that the equipment is not in use. ACCEPTANCE: This proposal and the pricing estimated herein are valid for acceptance within thirty days.

Subtotal: \$650.00

Sales Tax: (0.00) \$0.00

Total: \$650.00

We are the LARGEST Messageboard Supplier in Texas - Rent 1 or 100 from RTS!

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between the City of Galveston, Texas, hereinafter called the "City", and GC Engineering, hereinafter called "COMPANY", located in Pearland, Texas in connection with the following project:

**29th Street Storm Sewer, Water, and Sanitary Sewer Improvements
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 be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 90, 120, 170, and 224 days respectively from issuance of the Notice to Proceed (NTP).
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 for this design amendment shall not exceed **\$225,228.20**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
- i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.
 - ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
 - a. Design schedule in *Smartsheet*; the City shall provide and share a blank *Smartsheet* at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. Permit applications for USACE, and TDLR EAB # and documentation that RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
 - iii. 60% submittal (Rev. B – 60% submittal issued for review):
 - a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;

- Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (**blue**);
 - Sanitary Sewer system Details (**red**);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (**green**);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;
 - Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
 - Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved USACE, TXDOT/Galveston County, as applicable;
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;

1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in *Smartsheet*;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
 - c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
 - h. This job will be bid with the previously designed 73rd Street project already contracted with the City.
- vii. Construction Phase:
- a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
- viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below.
Invoices will not be approved without the proper submittal/backup documents.
Always email a copy to the personnel above with the corresponding documents.
- a. 30%
 - b. 60%
 - c. 100% Draft

d. 100% Bid Package – Issued for Construction

- ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
8. City shall notify COMPANY in writing, of any and all objections, if any, to an invoice and the accompanying justification documents 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 and City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date unless documentation to justify the invoice is neither submitted along with the invoice nor found to be acceptable to the City.
9. 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
10. **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.**
11. **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.

12. 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 including AutoCAD electronic files, 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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**”

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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

24. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A and Item 7 of this agreement are completed to the

written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

GC Engineering

BY: _____

BY: Chandi Rodriago

NAME: Brian Maxwell

NAME: CHANDI RODRIGAO

TITLE: City Manager

TITLE: Principal

DATE: _____

DATE: 7/16/2018

Approved As To Form

City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

City of Galveston



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

July 17, 2018

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

From: Daniel Christodoss, P.E., City Engineer

Re: Consider for approval the proposal from EJES, Inc., for engineering services for the 37th Street Paving and Utility Improvements from Broadway to Seawall at a cost not-to-exceed \$697,413. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

1. 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, to prepare a Roadway Evaluation Report (RER)
 - A. The RER led to allocation of funding to reconstruct 37th Street. This project includes rebuilding the roadway, replacing aged water and sanitary sewer lines, and improving the drainage system.
 - B. In the City's Thoroughfare Plan, 37th Street is the last Collector Street connecting both Harborside and Broadway to Seawall Blvd, west of 33rd Street.

II. Current Situation

- A. In response to a request by the City to provide engineering for 37th Street, EJES has provided a proposal for \$697,413.
- B. EJES was prequalified by City Council for Engineering Services in October 2016.
- C. EJES is available to perform at City's request.

III. Issues

Not to Exceed, design fee of \$697,413 per the attached proposal from EJES, for engineering services for the 37th Street Paving and Utility Improvements, from Broadway to Seawall

IV. Alternatives in order of priority

- A. Approve the proposal from EJES for the Not to Exceed, design fee of \$697,413 for the 37th Street Paving and Utility Improvements, from Broadway to Seawall.
- B. Do not approve the request and risk utility degradation, paving failure and loss of service to our citizens.

V. Recommendation

Approve the proposal from EJES for the Not to Exceed, design fee of \$697,413 for the 37th Street Paving and Utility Improvements, from Broadway to Seawall.

VI. Fiscal Impact Report

Requested by:

Daniel Christodoss, P.E.
City Engineer

Funding Source:

1. 2017 GO Bonds fund 3217 ST1901	\$ 13,750
2. 2017 GO Bonds fund 3217 DCONT	\$100,000
3. Infrastructure & Debt Service Fund 3199 DCONT	\$100,000
4. Infrastructure & Debt Service Fund 3199 STCONT	\$ 74,439
5. Waterworks CO 2017 Bonds Fund 40117 (Design for replacement of waterlines) WCONT	\$200,000
6. Sewer Improvement Fund 42102 (Design for replacement of sewerlines) SCONT	\$209,224
Total Cost of Design Implementation:	\$697,413

Respectfully Submitted,



Daniel Christodoss, P.E.
City Engineer

EXHIBIT A



Service With Excellence

HOUSTON OFFICE

6161 Savoy, Suite 830
Houston, Texas 77036
Phone: 281 272-1612
Fax: 281 272-1619

- Architecture
- Engineering
- Planning
- Construction Management
- Environmental Services

Dr. Daniel Christodoss, P.E.
City Engineer
City of Galveston
Galveston, Texas

6/4/2018

Subject: 37th Street from Broadway Avenue to Seawall Avenue

Dear Dr. Christodoss:

As requested, EJES Incorporated (EJES) is pleased to submit this fee proposal for your consideration.

Scope of Work

EJES understands the design scope for this project includes the following:

- Repaving of 37th Street from Broadway Avenue to Seawall Boulevard, an overall length of approximately 5,830 feet, to include the milling and replacement of the asphalt surface.
- Replacement and upsizing of old water and sanitary sewer utilities.
- Extension of the storm sewer main to provide for future expansion of the drainage system,

Schedule

An estimated project schedule is updated in "Smartsheet" for your consideration and comment.

Cost Estimate

The total estimated project design cost (through construction phase) is **\$697,413.00**. The detailed fee estimate is attached for your consideration and comment.

EJES appreciates the opportunity to work with the City of Galveston on this important project. If you have any questions, please call me at (214) 343-1210 or email at padey@ejesinc.com.

Sincerely,

A handwritten signature in blue ink that reads "Paul Adey". The signature is stylized and fluid.

Paul Adey, P.E
Project Manager

Corporate Office

12655 N. Central Expressway., Suite 500
Dallas, TX 75243
(P) 214.343.1210
(F) 214.343.3885

Shreveport, LA

201 Wilkinson Street
Shreveport, LA 71104
(P) 318.670.7275
(F) 318.670.7284

Houston, Tx

6161 Savoy Drive, Suite 830
Houston, TX 77036
(P) 281.272.1612
(F) 281.272.1619

FEE SUMMARY

Project Name: 37TH Street Improvements

Limit: From Broadway Avenue to Seawall Boulevard

Prepared By: EJES, Inc.

6/4/2018

ID	SERVICE DESCRIPTION / FIRM	FEE	% over Total Fee	% over Const Cost
1. BASIC DESIGN SERVICES		\$550,987.00	79%	8%
1.1.	PREDESIGN/KICK-OFF MEETING	\$42,310		
1.2.	30% SUBMITTAL (identified as Rev. A – 30% submittal issued for review):	\$98,380		
1.3.	60% SUBMITTAL (Rev. B – 60% submittal issued for review):	\$318,142		
1.4.	100% DRAFT SUBMITTAL (Rev. C – 95% submittal issued for review):	\$65,065		
1.5.	100% BID PACKAGE SUBMITTAL (Rev. 0 – Issued for Construction):	\$27,090		
2. SPECIAL SERVICES		\$68,300.00	10%	1%
2.1.	Geotechnical Report	\$10,000		
2.2.	Topographic survey (5,830 LF @ \$10.00)	\$58,300		
3. BID/CONSTRUCTION SERVICES		\$78,126.00	11%	1%
3.1.	BID PHASE SERVICES	\$15,606		
3.2.	CONSTRUCTION PHASE SERVICES	\$62,520		
4. TOTAL FEE (1+2+3)		\$697,413.00		10%
5. ESTIMATED CONSTRUCTION COST		\$6,730,000		
6. STATISTICAL MEANS				
6.1.	Basic Design Service Fee	\$550,987		
6.2.	Approximate number of manhours	6,039 Hours		
6.3.	Approximate number of plan sheets	147 Sheets*		
6.4.	Manhours per sheet	41 Hr/Sht		
6.5.	Cost per sheet	3,748 \$/Sht		

Note:

* Standard sheets are not included in the count



FEE PROPOSAL

37th Street Improvements
From Broadway Avenue to Seawall Boulevard

Prepared By: EJES, Inc.

Galveston, Texas

Date 06/04/18

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	
WBS ID	TASK DESCRIPTION	Quantity	Unit	Hours/Unit/Labor Classification					Total Hours / Labor Classification					Cost / Labor Classification					Total Hours/ Task	Labor Cost / Task	
				PM	Eng	EIT	CADD	ADM	PM	Eng	EIT	CADD	ADM	PM	Eng	EIT	CADD	ADM			
1.	PREDESIGN/KICK-OFF MEETING																		Subtotal =	230	\$42,310.00
1.1.	Coordination/Correspondences/meeting minutes	9	MO	8					72					\$16,200					72	\$16,200.00	
1.2.	Meeting with Clients/ Walk-Thru/ Public Involvement	6	EA	3	3	3			18	18	18			\$4,050	\$2,970	\$1,890			54	\$8,910.00	
1.3.	Data Gathering/Review	1	HR	8	24	24			8	24	24			\$1,800	\$3,960	\$2,520			56	\$8,280.00	
1.4.	Field Visits	2	EA	8	8	8			16	16	16			\$3,600	\$2,640	\$1,680			48	\$7,920.00	
1.5.	Direct Expenses (mileage/copies/courier, etc.)	1	LS																	\$1,000.00	
2.	30% SUBMITTAL (identified as Rev. A – 30% submittal issued for review):																		Subtotal =	864	\$166,680.00
2.01.	Design schedule in Smartsheet	1	LS	1	1		8		1	1		8		\$225	\$165		\$672		10	\$1,062.00	
2.02.	Geotechnical Report	1	LS																	\$10,000.00	
2.03.	Topographic survey (5,830 LF @ \$10.00)	1	LS																	\$58,300.00	
2.04.	Design Plans Showing Existing Conditions and proposed concept, with existing and proposed clearly identified	12	EA	2	16		30		24	192		360		\$5,400	\$31,680		\$30,240		576	\$67,320.00	
2.05.	Typical Roadway Section	1	EA	1	4		24		1	4		24		\$225	\$660		\$2,016		29	\$2,901.00	
2.06.	Demolition plans	6	EA	1	2	8	16		6	12	48	96		\$1,350	\$1,980	\$5,040	\$8,064		162	\$16,434.00	
2.07.	Preliminary Cost estimate	1	HR	2	8	16	24		2	8	16	24		\$450	\$1,320	\$1,680	\$2,016		50	\$5,466.00	
2.08.	Permit applications for USACE, TXDOT/Galveston County, as applicable	1	HR	2	8			16	2	8			16	\$450	\$1,320			\$1,248	26	\$3,018.00	
2.09.	Provide TDLR EAB # and documentation that RAS review is initiated, if applicable.	1	HR	1	2			8	1	2			8	\$225	\$330			\$624	11	\$1,179.00	
2.10.	Direct Expenses (mileage/copies/courier)	1	LS																	\$1,000.00	
3.	60% SUBMITTAL (Rev. B – 60% submittal issued for review):																		Subtotal =	2898	\$318,142.00
3.01.	Provide response to City of Galveston comments/Comment Sheet and/or address comments in 60% submittal, as applicable.	1	HR	4	20	40	40		4	20	40	40		\$900	\$3,300	\$4,200	\$3,360		104	\$11,760.00	
3.02.	Copies of electronic communication with and from private utilities to document design coordination	1	HR	4	12			12	4	12			12	\$900	\$1,980			\$936	28	\$3,816.00	
3.03.	Table of Contents for Project Manual (Specifications);	1	SHT	1	1		8		1	1		8		\$225	\$165		\$672		10	\$1,062.00	
3.04.	Cover Sheet	1	SHT	1	1		8		1	1		8		\$225	\$165		\$672		10	\$1,062.00	
3.05.	General Notes, legend and abbreviations	2	SHT	2	4		4		4	8		8		\$900	\$1,320		\$672		20	\$2,892.00	
3.06.	Quantity Summary	1	SHT	2	4	12	12		2	4	12	12		\$450	\$660	\$1,260	\$1,008		30	\$3,378.00	
3.07.	Sheet Layout	3	SHT	1	1		8		3	3		24		\$675	\$495		\$2,016		30	\$3,186.00	
3.08.	Typical Roadway Sections (Milling Asphalt/Recycle/Overlay)	1	SHT	1	2		12		1	2		12		\$225	\$330		\$1,008		15	\$1,563.00	
3.09.	Survey Control Sheet	3	SHT	1	1		8		3	3		24		\$675	\$495		\$2,016		30	\$3,186.00	
3.10.	Traffic Control Plans	30	SHT	1	2	8	16		30	60	240	480		\$6,750	\$9,900	\$25,200	\$40,320		810	\$82,170.00	
3.11.	Demolition Plans	6	SHT	1	1	4	8		6	6	24	48		\$1,350	\$990	\$2,520	\$4,032		84	\$8,892.00	
3.12.	Paving Plans (Asphalt Overlay/Sidewalk/Curbs)	12	SHT	1	4		8		12	48		96		\$2,700	\$7,920		\$8,064		156	\$18,684.00	
3.13.	Striping/ Signage Plans	6	SHT	1	2	8	8		6	12	48	48		\$1,350	\$1,980	\$5,040	\$4,032		114	\$12,402.00	
3.14.	Paving Details/ Pedestrian Facilities Curb Ramps	6	SHT	1	2	8	8		6	12	48	48		\$1,350	\$1,980	\$5,040	\$4,032		114	\$12,402.00	
3.15.	Drainage Area Map	2	SHT	1	4	8	8		2	8	16	16		\$450	\$1,320	\$1,680	\$1,344		42	\$4,794.00	
3.16.	Hydraulic Computations	1	SHT	2	8	8	8		2	8	8	8		\$450	\$1,320	\$840	\$672		26	\$3,282.00	
3.17.	Drainage Plan and Profiles	12	SHT	1	4	8	16		12	48	96	192		\$2,700	\$7,920	\$10,080	\$16,128		348	\$36,828.00	
3.18.	Drainage Plan Details	2	SHT	1	4		16		2	8		32		\$450	\$1,320		\$2,688		42	\$4,458.00	
3.19.	Water and Wastewater Plans and Profiles	24	SHT	1	4	8	8		24	96	192	192		\$5,400	\$15,840	\$20,160	\$16,128		504	\$57,528.00	
3.20.	Water and Wastewater Details	4	SHT	1	4	8	8		4	16	32	32		\$900	\$2,640	\$3,360	\$2,688		84	\$9,588.00	
3.21.	SWPPP	6	SHT	0.5	1	8	8		3	6	48	48		\$675	\$990	\$5,040	\$4,032		105	\$10,737.00	
3.22.	Cross Sections	24	SHT	1	1	4	2		24	24	96	48		\$5,400	\$3,960	\$10,080	\$4,032		192	\$23,472.00	
3.23.	Direct Expenses (mileage/copies/courier)	1	LS																	\$1,000.00	
4.	100% DRAFT SUBMITTAL (Rev. C – 95% submittal issued for review):																		Subtotal =	1155	\$65,065.00
4.1.	Provide response to City of Galveston comments/Comment Sheet and/or address comments in 60% submittal, as applicable.	1	HR	20	40	80	80		20	40	80	80		\$4,500	\$6,600	\$8,400	\$6,720		220	\$26,220.00	
4.2.	Advance design to this milestone requirements	1	LS	20	40	60	60		20	40	60	60		\$4,500	\$6,600	\$6,300	\$5,040		180	\$22,440.00	
4.3.	Project Manual (Specifications, and bid forms);	1	LS	8	16			16	8	16			16	\$1,800	\$2,640			\$1,248	40	\$5,688.00	
4.4.	AutoCAD-generated takeoff estimates on each sheet;	1	LS	1	4	24	24		1	4	24	24		\$225	\$660	\$2,520	\$2,016		53	\$5,421.00	
4.5.	RAS review comments incorporated;	1	LS	1	2		8		1	2		8		\$225	\$330		\$672		11	\$1,227.00	
4.6.	Update the design schedule in Smartsheet;	1	LS	2					2					\$450					2	\$450.00	
4.7.	Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;	1	LS	3	8			8	3	8			8	\$675	\$1,320			\$624	19	\$2,619.00	
4.8.	Direct Expenses (mileage/copies/courier)	1	LS																	\$1,000.00	
5.	100% BID PACKAGE SUBMITTAL (Rev. 0 – Issued for Construction):																		Subtotal =	408	\$27,090.00
5.1.	Design Plans Issued for Construction;	1	LS	8	20	40	40		8	20	40	40		\$1,800	\$3,300	\$4,200	\$3,360		108	\$12,660.00	
5.2.	Project Manual/Specifications/Bid form, etc.;	1	LS	8	8			8	8	8			8	\$1,800	\$1,320			\$624	24	\$3,744.00	
5.3.	Cost estimate (most probable cost);	1	LS	4	8			8	4	8			8	\$900	\$1,320			\$624	20	\$2,844.00	
5.4.	Estimated construction time and schedule in Smartsheet;	1	LS	2	8				2	8				\$450	\$1,320				10	\$1,770.00	
5.5.	AutoCAD-generated takeoff estimates on each sheet;	1	LS	1	1	8	8		1	1	8	8		\$225	\$165	\$840	\$672		18	\$1,902.00	
5.6.	Prepare exhibits and attend one Public Comment Meeting, if applicable;	1	LS	1	1	20	20		1	1	20	20		\$225	\$165	\$2,100	\$1,680		42	\$4,170.00	
6.	BID PHASE SERVICES																		Subtotal =	112	\$15,606.00
6.1.	Prepare Bid Documents including Drawings and project Manual	1	Ea	4	8	8		8	4	8	8		8	\$900	\$1,320	\$840		\$624	28	\$3,684.00	
6.2.	Distribute Bid Documents including Drawings and project Manual to Prospective Bidders	1	Ea	4	4			8	4	4			8	\$900	\$660						

Loaded Labor Rate = \$225.00 \$165.00 \$105.00 \$84.00 \$78.00

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

THIS AGREEMENT is entered into this 13th day of July, 2018, by and between the City of Galveston, Texas, hereinafter called the “City”, and EJES, Inc., hereinafter called “COMPANY”, located in Houston, Texas in connection with the following project:

37th Street from Broadway Avenue to Seawall Avenue

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 be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 90, 180, 270, and 365 days respectively from issuance of the Notice to Proceed (NTP).

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 for this design amendment shall not exceed **\$697,413.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
 - i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.
 - ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
 - a. Design schedule in **Smartsheet**; the City shall provide and share a blank **Smartsheet** at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. Permit applications for USACE, and TDLR EAB # and documentation that RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
 - iii. 60% submittal (Rev. B – 60% submittal issued for review):
 - a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;
 - Plan and Profile showing stations, existing and proposed sanitary sewer;

- Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (blue);
 - Sanitary Sewer system Details (red);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;
 - Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
 - Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- c. AutoCAD generated takeoff estimates on each sheet;
- d. RAS review comments;
- e. Approved USACE, TXDOT/Galveston County, as applicable;
- f. Revised preliminary Cost estimate
- g. Update the design schedule in **Smartsheet at www.smartsheet.com**;
- h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in **Smartsheet at www.smartsheet.com**;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;
1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer

shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.

- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
 - a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in **Smartsheet**;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
 - a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
 - c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
 - h. This job will be bid with the previously designed 73rd Street project already contracted with the City.
- vii. Construction Phase:
 - a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
- viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below.
Invoices will not be approved without the proper submittal/backup documents.
Always email a copy to the personnel above with the corresponding documents.
 - a. 30%
 - b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction

- ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
8. City shall notify COMPANY in writing, of any and all objections, if any, to an invoice and the accompanying justification documents 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 and City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date unless documentation to justify the invoice is neither submitted along with the invoice nor found to be acceptable to the City.
9. 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
10. **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.**
11. **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.
12. **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 including AutoCAD electronic files, 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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 compensationInsurance coverage shall be on an "**occurrence basis**"

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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

24. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A and Item 7 of this agreement are completed to the written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

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: _____

EJES, Inc.

BY: Edwin B. Jones

NAME: EDWIN B. JONES

TITLE: PRESIDENT

DATE: 7/13/18

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

July 18, 2018

To: Brian Maxwell
City Manager

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: CONSIDER FOR APPROVAL: The purchase of traffic signal components from Texas Highway Products, LTD in the amount of \$17,650.00.

BACKGROUND ON SUBJECT:

- A. The Traffic Division of the Public Works Department is responsible for the maintenance of the City of Galveston traffic and pedestrian signalization system.
- B. The Traffic Division is responsible for the development, maintenance, and safe and effective operation of the Traffic Management Center.

CURRENT SITUATION:

- A. Current situation of available stock is in need of replenishment of traffic components.
- B. Remote operation of the traffic signals by the Traffic Management Center operators requires ability to have visual aid in the field at specific key locations.
- C. This materials are the provided by Texas Highway Products, LTD and is competitively bid on the Buy Board Contract 534-17.

ISSUES IN ORDER OF IMPORTANCE:

- A. This purchase provides for the necessary traffic components to be able to safely and effectively develop, operate and maintain the Traffic Management Center.
- B. The Traffic Division is in need of visual aid in the field at key locations.

ALTERNATIVES:

- A. ALTERNATIVE #1: Purchase of traffic signal components from Texas Highway Products, LTD
- B. ALTERNATIVE #2: Do not purchase traffic signal components from Texas Highway Products, LTD
- C. STAFF RECOMMENDATION: ALTERNATIVE # 1: The purchase of traffic signal components from Texas Highway Products, LTD.

FISCAL IMPACT REPORT:

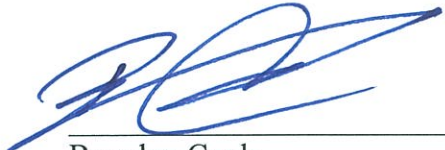
Requested By: Kyle D. Hockersmith, P.E.
Director of Public Works

Funding Source: Traffic General Operations Accounts - \$17,650.00

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works



Brandon Cook
Assistant City Manager



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-1805648

DATE: 06/21/2018

ACCOUNT:
Galveston, City of
2801 Santa Fe Place
Galveston, TX 77550

PREPARED FOR:
Charles West
Email: cwest@galvestontx.gov
Phone: (409) 974-2714
Fax: (409) 737-3631

PREPARED BY:
Karen Hamilton
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
City of Galveston Controller III	Best Way	FOB Destination		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	680 6003	INSTALL HWY TRF SIG (SYSTEM)	2	\$8,825.00	\$17,650.00
2	HEN-M128T-TS2-1-PM	12 Position TxDOT TS2 Pole Mount Cabinet.	2		
3	SE-1104	SE-1104 Mounting Kit, Sweep Elbows	2		
4	EDI-MMU2-16LEip	MMU2 Smartmonitor W10/100mbps Ethernet Port	2		
5	EDI-BIU-700	Bus Interface Unit - TS2	8		
6	EDI-PS250	TS2 5 Amp Heavy Duty Power Supply	2		
7	EDI-510	Nema Load Switch	24		
8	EDI-810	Nema Dual Circuit Type 3 Flasher	2		
9	RENO-TR-200	Flash Transfer Relay	12		
10	INT-YCT-X3-1	X3 NEMA ATC, TS-2 type 1 (serial), 16 Line Mono Text Display, 8 Ethernet Ports, 2 Ethernet Switches	2		

Subtotal	\$17,650.00
Tax	\$0.00
Shipping	
ORDER TOTAL	\$17,650.00

Note: BUYBOARD PROPOSAL NO. 534-17, HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681

Phone: (512) 255-7633 Fax: (512) 255-7634

www.trafficsignals.com

QUOTE

Q-1805648

DATE: 06/21/2018

ACCOUNT:

Galveston, City of
2801 Santa Fe Place
Galveston, TX 77550

PREPARED FOR:

Charles West
Email: cwest@galvestontx.gov
Phone: (409) 974-2714
Fax: (409) 737-3631

PREPARED BY:

Karen Hamilton
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
City of Galveston Controller III	Best Way	FOB Destination		Net 30

QUOTES ARE VALID FOR 90 DAYS. PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN 90 DAYS. PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

THANK YOU FOR YOUR BUSINESS!

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

July 18, 2018

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

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: CONSIDER FOR APPROVAL: The purchase of traffic signal components for installation of crosswalk Hawk Signal Controller components from Texas Highway Products, LTD in the amount of \$25,720.00 to enhance pedestrian safety at two mid-block crosswalks located on Seawall Boulevard.

BACKGROUND ON SUBJECT:

- A. The Traffic Division of the Public Works Department is responsible for the maintenance of the City of Galveston traffic and pedestrian signalization system.
- B. Mid-block crossings are growing in necessity in various areas of our City and require additional signage and advance warning devices to enhance safety and awareness for the crossing pedestrians and vehicular drivers alike.

CURRENT SITUATION:

- A. Other mid-block crossings on Stewart Road and elsewhere in the system contain at minimum advance warning signage and some are equipped with a singular flashing amber light.
- B. Presently two TXMUTCD compliant mid-block crossings were installed along the Seawall Blvd corridor.
- C. Additional review of the installation has determined that the Hawk Signal Controller System would significantly improve the safety and awareness at these locations. These lights would be solar powered, pedestrian activated via pedestrian button, expandable in the future should the need arise, and covered by a 5-yr warranty.

- D. This materials are the provided by Texas Highway Products, LTD and are competitively bid on the Buy Board contract 534-17.

ISSUES IN ORDER OF IMPORTANCE:

- A. This purchase provides for the necessary traffic components to be able to maintain the traffic signal system.
- B. The Traffic Division is in need of enhancing the safety and awareness at these mid-block pedestrian crossings.

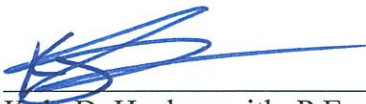
ALTERNATIVES:

- A. ALTERNATIVE #1: Purchase of traffic signal components from Texas Highway Products, LTD.
- B. ALTERNATIVE #2: Do not purchase traffic signal components from Texas Highway Products, LTD.
- C. STAFF RECOMMENDATION: ALTERNATIVE # 1: The purchase of traffic signal components from Texas Highway Products, LTD.

FINANCIAL IMPACT:

Traffic General Operations Account and/or Traffic Electrical Hardware Account

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:



for Brandon Cook
Assistant City Manager



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-1805733

DATE: 07/11/2018

ACCOUNT:
Galveston, City of
1309 Clark St
Round Rock, TX 78681

PREPARED FOR:
Charles West
Email: cwest@galvestontx.gov
Phone: (409) 974-2714
Fax: (409) 737-3631

PREPARED BY:
Karen Hamilton
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
Hawk Signal Controller Solar 07/11/18	Best Way	FOB Destination		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	K&K 132-D12	Push Bottom/Crosswalk System. Double 12" LED's yellow/amber, polycarbonate heads, 20 watt solar panel with mounting bracket, crosstalk/crosswalk-4, aluminum lockable battery box, wiring, partially assembled, push button, mounting hardware. No battery inc	2	\$4,550.00	\$9,100.00
2	K&K ADD-LED-KIT	Includes LED, housing and mounting brackets.	8	\$310.00	\$2,480.00
3	K&K BAT-12-100A	100 amp, 12V, AGM battery; Dimensions: 12.6"x6.75"x8.70"	2	\$280.00	\$560.00
4	687 6001	PED POLE ASSEMBLY	2	\$360.00	\$720.00
5	CPI-AP-18-40	18' ALUMINUM POLE SCH 40 SPUN AND TOE	2		
6	CPI-APC-1	4" Aluminum Pole Cap	2		
7	CPI-BAS-1-PDP	SQUARE ALUMINUM BASE W/ NATURAL FINISH W/ PLASTIC DOOR, 1/2-13 NC female threaded hole near the bottom of the base for grounding	2		
8	CPI-AB-18	Hot Dipped Galvanized 3/4 X 18" Anchor Bolt with Double LW/FW/HHN	8		
9	CPI-GRDLUG-.50-COP	1/2" Copper Ground Lug	2		
10	CPI-RBC-1	POLE AND BASE RE-ENFORCING COLLAR	2		

Subtotal	\$12,860.00
Tax	\$0.00
Shipping	
ORDER TOTAL	\$12,860.00

Note: Countdown/Pedestrian signal with software, and 24" x 30" rectangular sign: high intensity are included.



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-1805733

DATE: 07/11/2018

ACCOUNT:
Galveston, City of
1309 Clark St
Round Rock, TX 78681

PREPARED FOR:
Charles West
Email: cwest@galvestontx.gov
Phone: (409) 974-2714
Fax: (409) 737-3631

PREPARED BY:
Karen Hamilton
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
Hawk Signal Controller Solar 07/11/18	Best Way	FOB Destination		Net 30

QUOTES ARE VALID FOR 90 DAYS. PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN 90 DAYS. PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

THANK YOU FOR YOUR BUSINESS!



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

July 19, 2018

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

From: Mike Loftin, Assistant City Manager - Finance

RE: Consider for approval up to \$50,000 for emergency replacement and repairs of traffic signal parts and components using Pfeiffer & Son, LTD.

Background:

The City of Galveston has had various Traffic Signal outages throughout the City in the current fiscal year, due to unforeseen damage.

Work was completed and paid for an approved amount of \$5,710.00. However, additional signals were damaged on several occasions and more repairs and components were needed. For both categories the total is \$16,607.37.

Currently:

In recent months, the City of Galveston has used Pfeiffer & Sons, LTD. for emergency repairs for Traffic Signals. They are reliable and are able to mobilize quickly to Galveston in the event of an emergency.

The work was necessary for the safety of the public and to repair unforeseen damage to City property.

The City of Galveston is currently working on a solicitation to cover any traffic signal repair going forward. Until the solicitation is awarded to cover emergency purchases, staff is asking for up to \$50,000 for replacement and repairs of traffic signal parts and components.





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

There is a credit memo included in the group of invoices that reduces the total amount to be paid to the vendor. See a list below:

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Amount</u>
2/19/18	A4532CM	-\$321.00
3/30/18	A4986	\$2,590.00
4/17/18	A4999	\$3,736.18
6/29/18	A5254	\$4,892.19

Alternatives:

Approve the payment to Pfeiffer & Sons LTD of \$10,897.37 for work that was already performed by the vendor.

Do not approve the payment for the work completed by the vendor.

Issues:

Cost – \$50,000.00

Timing – repairs are complete

Recommendation:

City Council approve \$50,000.00 for emergency repairs and replacement of components for traffic signals and payments to Pfeiffer & Son, LTD for \$16,607.37 already incurred.

Fiscal Impact report:

Requested by:

Michael W. Loftin

Assistant City Manager – Finance

Funding Source:

Traffic General Operations Account

Not to Exceed:

\$50,000.00





Pfeiffer & Son, Ltd
P.O. Box 1116
La Porte, TX 77572
Phone: (281) 471-4222
Fax: (281) 471-6856

INVOICE NO.
A4532CM

BILL TO City of Galveston
P.O. Box 779
Galveston, TX 77553

SHIP TO City of Galveston 2018 T&M

ACCOUNT NO	PO NUMBER	BILLING PERIOD	TERMS	INVOICE DATE	PAGE
GALV0000		to	Net 30	2/19/2018	1

PROJECT: 2000049 - CREDIT FOR OVERBILLED HOURS ON INVOICE A4532

CONTACT: CHARLES WEST

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	3	TRAFFIC SIGNAL TECH I 10/25 MP	-50.00	-150.00
L008	3	ELECTRICIAN APPRENTICE - RR 10/25 RR	-42.00	-126.00
E001	3	SERVICE TRUCK 10/25	-15.00	-45.00

TOTAL AMOUNT -321.00

PRIME



Pfeiffer & Son, Ltd
P.O. Box 1116
La Porte, TX 77572
Phone: (281) 471-4222
Fax: (281) 471-6856

INVOICE NO.
A4986

BILL TO City of Galveston
P.O. Box 779
Galveston, TX 77553

SHIP TO City of Galveston 2018 T&M

ACCOUNT NO	PO NUMBER	BILLING PERIOD	TERMS	INVOICE DATE	PAGE
GALV0000		to	Net 30	3/30/2018	1

PROJECT: 2000049 - REPOSITION TRAFFIC SIGNAL ARMS THAT ROTATED FROM STORM PER
DIRECTION OF CHARLES WEST

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	10	TRAFFIC SIGNAL TECH II 3/29 GD	55.00	550.00
	6	TRAFFIC SIGNAL TECH I 3/29 CJ	50.00	300.00
	10	TRAFFIC SIGNAL TECH II 3/29 CH	55.00	550.00
	10	TRAFFIC SIGNAL TECH I 3/29 MC JR	50.00	500.00
E002	6	BUCKET TRUCK 3/29	25.00	150.00
E002	10	BUCKET TRUCK 3/29	25.00	250.00
E003	10	POLE TRUCK 3/29	29.00	290.00
	1	2-3/4" SOCKET	No Charge	
	2	2" LOCK WASHER	No Charge	

TOTAL AMOUNT 2,590.00

PRIME

TEXAS ELECTRICAL CONTRACTOR'S LICENSE # 18259
REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. BOX 12157 * AUSTIN, TX 78711
(800) 803-9202 * (512) 463-6599 * www.tdlr.texas.gov
TEXAS DEPARTMENT OF PUBLIC SAFETY SECURITY LICENSE B17037



Pfeiffer & Son, Ltd
P.O. Box 1116
La Porte, TX 77572
Phone: (281) 471-4222
Fax: (281) 471-6856

INVOICE NO.
A4999

BILL TO City of Galveston
P.O. Box 779
Galveston, TX 77553

SHIP TO City of Galveston 2018 T&M

ACCOUNT NO	PO NUMBER	BILLING PERIOD	TERMS	INVOICE DATE	PAGE
GALV0000		to	Net 30	4/17/2018	1

PROJECT: 2000049 - T & M REPAIR WORK FOR DAMAGE CAUSED BY TRUCK HITTING EXISTING TRAFFIC SIGNAL WOOD POLE AT INTERSECTION OF 21ST AND P STREET.

CONTACT: CHARLES WEST

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	10	TRAFFIC SIGNAL TECH II 4/2 JH	55.00	550.00
L008	10	ELECTRICIAN APPRENTICE - RR 4/2 MC JR	42.00	420.00
L008	7.5	ELECTRICIAN APPRENTICE - RR 4/2 JC	42.00	315.00
L012	4	ELECTRICAL FOREMAN - RR 4/2 JP	65.00	260.00
E002	10	BUCKET TRUCK 4/2	25.00	250.00
E003	10	POLE TRUCK 4/2	29.00	290.00
E001	7.5	SERVICE TRUCK 4/2	15.00	112.50
E006	7.5	MINI-EXCAVATOR 4/2	27.44	205.80
	1	30 FT WOOD POLE	390.00	390.00
	14	THREE BOLTS	4.80	67.20
	4	EYE BOLTS	5.70	22.80
	4	WEDGE GRIP	1.92	7.68
	4	SQUARE WASHERS	0.42	1.68
	2	SPAN WIRE CLAMP	0.30	0.60
	400	5/16 SPAN WIRE	0.27	108.00
	100	1/4 SPAN WIRE	0.27	27.00
	1	CROSBY CLAMP	0.42	0.42
	5	TRAFFIC SIGNAL TECH II 4/3 JH	55.00	275.00
L008	5	ELECTRICIAN APPRENTICE - RR 4/3 MC JR	42.00	210.00

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SHIP TO City of Galveston 2018 T&M

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
GALV0000				Net 30	4/17/2018	2

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
L012	1.5	ELECTRICAL FOREMAN - RR 4/3 JP	65.00	97.50
E002	5	BUCKET TRUCK 4/3	25.00	125.00

TOTAL AMOUNT 3,736.18

PRIME

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

December 18, 2017
City of Galveston
Re: Current Service Rates (2018)
Attn:

Please review the following rates:

Emergency T&M Work 2018

Labor Rates

Description	Unit	Rate
Project Manager	HR	\$ 100.00
Task Leader	HR	\$ 72.00
Traffic Signal Technician II or Electrician	HR	\$ 55.00
Traffic Signal Technician II or Electrician Overtime	HR	\$ 77.50
Traffic Signal Technician I	HR	\$ 50.00
Traffic Signal Technician I Overtime	HR	\$ 75.00
Electrician's Helper	HR	\$ 42.00
Electrician's Helper Overtime	HR	\$ 56.00
Construction Supervisor	HR	\$ 65.00
Construction Supervisor Overtime	HR	\$ 97.50

Equipment Rates

Description	Unit	Rate
1 Ton Truck	HR	\$ 15.00
Dump Truck	HR	\$ 34.00
Bucket Truck	HR	\$ 25.00
Pole Truck / Digger Derrick	HR	\$ 29.00
TRAILER, WIRE / SCISSOR LIFT	HR	\$ 6.00
TRAILER, POLE	HR	\$ 10.00
SOLAR POWERED ARROWBOARD	HR	\$ 14.00
TRAILER, BACKHOE	HR	\$ 7.00

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Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

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<http://www.txdps.state.tx.us/rsd/contact/default.aspx>

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

TRAILER, GRAVEL	HR	\$ 13.00
TRAILER, TRENCHER	HR	\$ 2.66
SCISSOR LIFT (Trailer not Included)	HR	\$ 8.40
KUBOTA EXCAVATOR	HR	\$ 27.44
KUBOTA BREAKER (ATTACHMENT ONLY)	HR	\$ 21.00
TRENCHER	HR	\$ 33.18
SKID STEER	HR	\$ 40.46
SKID STEER AUGER (ATTACHMENT ONLY)	HR	\$ 12.60
COMPRESSOR 185 CFM	HR	\$ 18.20

Material will be cost plus 20%.

The previous rates are only valid until **December 31, 2018**. Once again we appreciate the opportunity and if you have any questions or need additional information, please feel free to contact me at (281)471-4222.

Sincerely,



Nick Riley
Estimator
Pfeiffer & Son, Ltd.

Charles West

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INVOICE NO.

A5254

BILL TO City of Galveston
P.O. Box 779
Galveston, TX 77553

SHIP TO City of Galveston 2018 T&M

ACCOUNT NO	PO NUMBER	BILLING PERIOD	TERMS	INVOICE DATE	PAGE
GALV0000		to	Net 30	6/29/2018	1

PROJECT: 2000049 - T & M REPAIR WORK AT INTERSECTION OF 33RD AND AVENUE O.

CONTACT: CHARLES WEST

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	17.5	TRAFFIC SIGNAL TECH II 6/26	55.00	962.50
L008	17.5	ELECTRICIAN APPRENTICE - RR 6/26	42.00	735.00
L008	10.5	ELECTRICIAN APPRENTICE - RR 6/26	42.00	441.00
L008	10.5	ELECTRICIAN APPRENTICE - RR 6/26	42.00	441.00
L012	3	ELECTRICAL FOREMAN - RR 6/26	65.00	195.00
E002	17.5	BUCKET TRUCK 6/26	25.00	437.50
E003	17.5	POLE TRUCK 6/26	29.00	507.50
E001	10.5	SERVICE TRUCK 6/26	15.00	157.50
E006	10.5	MINI-EXCAVATOR 6/26	27.44	288.12
	180	5/8" SPAN CABLE	0.69	124.20
	130	9C #12 STRANDED CABLE	0.94	122.20
	30	YELLOW TERMINATING FORKS	0.15	4.50
	1	30' WOOD POLE	300.00	300.00
	100	NYLON TIE WRAPS 10"	1.00	100.00
	9	SACK OF CONCRETE 80# BAGS	4.02	36.18
	4	THREE BOLT CLAMP	8.82	35.28
	1	3/4" EYE BOLT 2'	3.43	3.43
	2	SQUARE WASHER	0.64	1.28

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GALV0000				Net 30	6/29/2018	2

PRIME

TOTAL AMOUNT 4,892.19

Electrical & Telecommunication Contractors

4,892.19

WO#

Time Completed:

located the conduit that was broken, fixed and repulled new 7 conductor for the phase 2 and phase 8 signals. Wired up. Investigated the other conduit going across the street because the cable was tight. Did not find anything wrong with the conduit possibly was pulled tight for the previous repair. was instructed to cease the investigation when we came to the soil that had not been recently disturbed. turned on the intersection and all works good watched it cycle all leds shown on proper cycle. one green ball on the shaft of the SB signal pole is out.

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

December 18, 2017
City of Galveston
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PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

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Charles West

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DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - MAY 24, 2018

5/24/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 8:30 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Jackie Cole.

3. DISCUSSION ITEMS

- 3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.

The following items were clarified by staff: 8A, 8B, 11A, 11G, 11J, 11K, 11N, 11Q, 11T, 11W, 12C, and 12G.

- 3.B. Discussion Of A Text Amendment To The Galveston Land Development Regulations, Article 9, Division 9.500 Tree Preservation To Add Protections For Palm Trees And Clarification On Required Mitigation. (Gorman, 15 Minutes)

Tree Committee Member Nancy Greenfield and Tree Conservancy Member Priscilla Files provided a recommendation from the Tree Committee. The issue was brought up by previous Council Member Mike Doherty in October 2017, and Council charged the Tree Committee with providing a recommendation.

The Tree Committee recommendation is as follows: Mitigation is required when trees are removed; must plant same number of caliper inches removed, pay in the tree mitigation fund, combination. The proposal provides more guidance on appropriate replanting, encourages planting of more mature trees and native species, and provides guidance when using palms as mitigation. Exemptions: provide an exemption for tree being removed for agricultural purposes from the tree protection requirements; and provide an exemption for mitigation requirements when a tree is being removed when the tree is dead or dying, or removed for safety reasons. CM Cole expressed several concerns about including palms in the City's tree protection ordinance. The proposed ordinance will be updated based on today's discussion prior to the Council's consideration on June 21st.

- 3.C. Discussion Of 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. (A. Montalvan - 1 Hour)

Adriel Montalvan reported that the Planning Commission reviewed recommendations and comments from the Chamber of Commerce and the public. The goal today is to answer questions from the Council and to clarify items. He advised that staff is also available to meet with Council on an individual basis during the month to discuss the changes. Staff will look further into CM Cole's questions related to excavation. The following items were discussed: RV Parks, Planned Unit Developments (PUDs), banners, and excavation. This item will be placed on the June 21st meeting for the Council's consideration. Tim Tietgens provided a timeline for approving the LDRs, reviewing/approving revisions to the zoning map, and reviewing/approving subsequent changes to the LDRs.

- 3.D. Discussion Of An Ordinance Of The City Council Of The City Of Galveston, Texas, Granting An Exclusive, Revocable Franchise Agreement To BFI Waste Services Of Texas, LP, To Provide A

Garbage And Refuse (Waste) Collection Service For Commercial Accounts, Within The City Of Galveston For Five Years; Terminating All Prior Franchise Grants For Commercial Garbage And Refuse Collection Services; Providing For The Scope And Nature Of The Operation; Providing For Fees; Providing For A Penalty Provision; Providing Findings Of Fact; And Providing For An Effective Date. (B. Cook - 30 Minutes)

Brandon Cook provided information on a proposed exclusive franchise agreement with BFI Waste Services for commercial accounts, and an option to include mandatory curbside recycling for all water accounts. This item will be placed on the June 21st agenda for the Council's consideration.

- 3.E. Receive And Discuss An Update On Pelican Island Bridge, And Discuss The City Of Galveston's Role In A New Pelican Island Bridge (Yarbrough - 30 Minutes)

Mayor Yarbrough provided the following report. The route for a new bridge would work around the east of Texas A & M rather than going through the campus. It has been assumed all along that the partners for building a new bridge would include the City, Galveston County, TxDOT, Texas A & M, and the Navigation District. However, the Attorney and Chairman for the Navigation District recently advised the Mayor and City Staff that the District does not want to participate in or fund construction of a new bridge. The local share of a new bridge is \$28 million and would possibly be funded by the City, Galveston County, and Texas A & M. The City would assume the role of fiscal agent, would enter into an Advanced Funding Agreement (AFA) with TxDOT, and would place a bond issue on the ballot for voters to decide funding the bridge. TxDOT would like to have an AFA in place by June 2018. The Navigation District would be responsible for demolition of the old bridge at a cost of \$10 million.

- 3.F. Receive And Discuss A Report On Phase 1 Of Assets Managed By The Beach Park Board Of Trustees And The Port Of Galveston (D. Buckley - 30 Minutes)

Dan Buckley and Mario Rabago provided a report on Phase 1 of the asset review. The report includes items identified by City Staff and Park Board staff that need to be resolved. Staff will send a copy of the report to Council.

- 3.G. Discussion Of Providing And Requiring The Galveston City Marshall's Office With Body Cameras To Be Worn During Working Hours (Tarlton-Shannon/Yarbrough - 20 Minutes)

Dan Buckley reported that staff is currently evaluating proper equipment for body cameras and radios for the City Marshall's Office and possibly all Code Enforcement Officers. Funding will be included in next year's budget for the equipment. MPT Tarlton-Shannon suggested looking for grants to fund the purchase.

- 3.H. Receive And Discuss A Detailed Update On All Of Terrilyn Tarlton-Shannon-District 5 Neighborhood Improvement Projects (Tarlton-Shannon/Yarbrough - 20 Minutes)

Pete Milburn provided a report on District 5 Neighborhood Projects. He reported that a Teichman Point neighborhood meeting was held last week to discuss possible improvements. Kyle Hockersmith advised that a portion of Teichman Road could be repaved that would include a walking edge. He advised that TxDOT would have to approve before the project could be done. Chief Hale reported that speeding concerns have been addressed in the neighborhood.

4. EXECUTIVE SESSION

The City Council convened into Executive Session after a brief recess at 11:59 a.m., and reconvened into Open Session at 12:52 p.m. No action was taken during Executive Session.

- 4.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:

4.A.1. Cause No. 13-CV-0844; CDM Smith Inc. Vs. City Of Galveston Et Al; In The 56th Judicial District
Court Of Galveston County Texas

5. ADJOURNMENT

The workshop was adjourned at 12:52 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - MAY 24, 2018

5/24/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the meeting was called to order at 1:15 p.m.
2. ROLL CALL
Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Jackie Cole.
3. INVOCATION
The invocation was given by Reverend Lance Anaya of Moody Methodist Church.
4. PLEDGE OF ALLEGIANCE
Pledges to the American and Texas Flags were led by Mayor Yarbrough.
5. CONFLICTS OF INTEREST
None.
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 - **Mayor Yarbrough expressed thoughts and prayers to our neighbors in Santa Fe.**
 2. Information regarding holiday schedules
 3. Recognition of individuals
 - a. Beach Safety Week - Proclamation - **presented to Peter Davis by CM Brown.**
 - b. Motorcycle Safety and Awareness Month - **presented to visiting Bikers by CM Bly.**

Mayor Yarbrough announced that Jack Johnson has been pardoned by the President.

 4. Reminders regarding City Council events - **Mayor Yarbrough provided information on the upcoming State of the City event on June 12th.**
 5. Reminders regarding community events
 6. Health and safety announcement
 - 6.B. 2018 Landmark Commission Annual Report And Awards
Landmark Commission Chair Tom Schwenk provided the Annual Report. The following Landmark Awards were presented by Catherine Gorman and Tom Schwenk: 1801 Avenue M-1/2, Keith Rayborn and Barbara Chavez; 1509 Mechanic - Melody and Joan Oelze and Stephanie Lang; 2127 Avenue O-1/2, Ashley and Michael Cordray and John Campbell; 1121 33rd Street, Diane Wallace and Chuck Morris; 1212 and 1218 Sealy, Amy Adams Strunk; 1816 Postoffice, Dana Lindstrum and Susan Kingsley; 1328 Sealy, Dennis and Kelly Moresh; 1807

Rosenberg, Jane Lozano and Mason Cagnola; and the Rosenberg Library, John Augelli.

- 6.C. City Manager's Report - The Investment Report For Quarter Ended March 31, 2018 (M. Loftin)
Assistant City Manager Mike Loftin presented the Investment Report.

7. COMMUNICATIONS AND PETITIONS

Claims: 18-037 Clay Conrad; 18-038 Jessica Vallery; 18-039 Texas Gas Service; 18-040 Annet Ortega; 18-041 Carlos Rodríguez; 18-042 Clifford & Kathy Barnhart; 18-043 James Gray; 18-044 James Parker; 18-045 Denise Hope; 18-046 Jay Mize

8. PUBLIC HEARINGS

- 8.A. Conduct A Public Hearing And Consider For Approval An Appeal Of The City Of Galveston Planning Commission's Decision Regarding A License To Use The Public Right-Of-Way. The Property Is Legally Described As M. Menard Survey, South 69 Feet Of Lot 14 (14-2), Block 71, In The City And County Of Galveston, Texas; Planning Case Number 18P-015; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

The public hearing was opened. The applicant, Larry Zykes, and Rebecca Zykes spoke in favor of the appeal. The public hearing was closed. Motion was made by MPT Tarlton-Shannon, second by CM Brown, to approve the appeal allowing the property owner to keep his palm trees. Unanimously approved.

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 2: Table 2.201: Permitted Uses: Commercial Uses, Article 2: Section 2.357, "Small Scaled Food/Beverage Production" And Section 14.103 "Use Definitions"; To Introduce A New And Unlisted Land Use Of Small Scaled Food Production To Allow For Food And Beverage Production Outside Of The Light Industrial And Heavy Industrial Zoning Districts; Planning Case Number 18za-003; Making Various Findings And Provisions Related To The Subject. (C. Gorman)
Ordinance No. 18-035 was read by caption. The applicant John Alvarez was present for questions by City Council. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Brown, second by CM Collins, to approve the ordinance. Unanimously approved.

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Granting A Variance Pursuant To Section 4-1 "Sales Near Schools, Churches Or Hospitals" Of "The Code Of The City Of Galveston, 1982 As Amended" And In Accordance With Section 109.33(E) Of The Texas Alcoholic Beverage Code; Regarding The Sale Of Alcoholic Beverages On Property Located At 2401 Avenue F/Church Street; Which Is Legally Described As Lot 7, Block 384, In The City And County Of Galveston And Is Located Within Three Hundred Feet Of A School, Church, Or Hospital; Planning Case Number 18PA-028; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)
Ordinance No. 18-036 was read by caption. The applicant Andy Mytelka spoke in favor of the variance. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Collins, second by CM Brown, to approve the ordinance. Unanimously approved.

9. PUBLIC COMMENT

Agenda Items - Rocky Sullivan spoke on behalf of the Chamber of Commerce regarding the LDRs. Rocky Sullivan, Rhonda Gregg, and Reuben Trevino commented on the excavation ordinance.

Non-Agenda Items - Jessica Lira commented on the wrecker ordinance. Paul Case commented on dogs running loose and trash issues at 1020 Seawall.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Ordinance No. 18-034, To Clarify The Designated District Polling Locations For The June, 16, 2018 Runoff Election, To Be Held In The City Of Galveston, For The Purpose Of Electing A City Council Member To District Five (5) ; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date.
No action.

11. CONSENT ITEMS

Motion was made by CM Bly, second by CM Hardcastle, to approve Consent Items 11A through 11DD, correcting Item 11N to read "Pocket Park #2". Unanimously approved.

- 11.A. Consider For Approval The Awarding Of A One (1) Year Contract With The Option For Up To Four (4), One (1) Year Extensions, To Vizcarra Hospitality, And DRC Emergency Services, For Food Services (RFP #: 18-06). (M. Morgan)
- 11.B. Consider For Action The Awarding Of A Three (3) Year Contract With The Option For Up To Two (2), One (1) Year Extensions, To DRC Emergency Services As Primary, Crowder Gulf As Secondary, And Bergeron Emergency Services As Tri-Sudiciary For Debris Removal And Disposal (RFP #: 18-07). (M. Morgan)
- 11.C. Consider For Approval The "Proposed City Of Galveston Branding Guide". (J. Fortin)
- 11.D. Consider For Approval Authorizing The Police Department To Purchase Thirteen (13) Tasers, Accompanying Accessories, Maintenance/Service And Warranty Agreements In The Amount Of \$14,116.96 From Axon Enterprises. (V. Hale)
- 11.E. Consider For Approval Authorizing The Purchase Of Thirteen (13) Vista HD Body Worn Cameras Along With Necessary Accompanying Software From Enforcement Video, LLC Dba WatchGuard Video For The Police Department. (V. Hale)
- 11.F. Consider For Approval Change Order #2, From R.B. Hash & Associates, For The City Hall Roof Project, Decreasing The Contract Amount By \$39,321.70 From \$624,124.40 To \$584,802.70. (C.Kenworthy)
- 11.G. Consider For Approval RFP# 18-08 Authorizing The City Manager To Enter Into A Three (3) Year Contract With An Option To Extend The Contract For An Additional Year With Flamingo Gardens, For Lawn Maintenance And Landscaping At Various Locations, Including The Broadway Esplanade Flower Beds From 6th Street To 59th Street, In An Amount Not To Exceed \$200,000.00 Per Fiscal Year. (B. Sanderson)
- 11.H. Consider For Approval The Extension Of A Contract With Hutchison Shockey Erly & Co For Financial Advisory Services (M. Loftin)
- 11.I. Consider For Approval An Extension Of The Contract With Whitley Penn For External Audit Services (M. Loftin)
- 11.J. Consider For Approval The Authorization To Purchase Extended Warranties On Twelve (12) Power Edge Servers And Three (3) EqualLogic Storage Area Network (SAN) Array Devices From Dell Marketing Through State DIR Contract TSO-3763 For A Total Cost Of \$ 55,095.11. (H.Dean)
- 11.K. Consider For Approval The Purchase Of Additional And Replacement Firewall Equipment Including Support Service In The Amount Of \$ 40,387.64 Utilizing DIR Contract TSO 3763. (H.Dean)
- 11.L. Consider For Approval The Payment For Annual Support On Banner, The City's Financial And Human Resources System, In The Amount Of \$69,493.05. (H.Dean)
- 11.M. Consider For Approval The Awarding Of Request For Proposal 18-10 To Worthy Boyd Inc To Provide Vending Services At Beach Pocket Park #3 (M. Rabago)

- 11.N. Consider For Approval The Awarding Of Request For Proposal 18-10 To Shop Beach Buddies LLC To Provide Vending Services At Beach Pocket Park #3 (M. Rabago)
- 11.O. Consider For Approval The Awarding Of Request For Proposal 18-10 To Jay Pathibhara LLC To Provide Vending Services At Beach Pocket Park #1 (M. Rabago)
- 11.P. Consider For Approval The Awarding Of Request For Proposal 18-09 To MTM Ice LLC To Provide Vending Services At Fort Crockett Park On The Seawall (M. Rabago)
- 11.Q. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment From Silsbee Ford Through HGAC Buy For A Total Price Of \$106,962.40. Funding Sources Are The Sanitation Capital Outlay Account, And IDC-Parks. (D. Smith)
- 11.R. Consider For The Approval Allowing Island Transit To Sell Its Stocked New Flyer Parts (And Tools) Valued At \$33,270.03 To The Gulf Coast Center, Who Is The Owner Of Three New Flyer Buses That Were Serviced By The Island Transit Maintenance Facility, And Authorize The City Manager To Execute The Agreement Upon Final Approval By The City Attorney. (D. Smith)
- 11.S. Consider For The Approval Allowing The Fleet Facility To Purchase One Sewer CCTV Inspection Truck And Associated Equipment From Rush Truck Center Through Buy Board For A Total Price Of \$329,790.60. The Funding Source Will Be The Sewer Capital Outlay Account. (D. Smith)
- 11.T. Consider For Approval Change Order #3 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 \$3,740,529.88 By The Amount Of \$160,423.43 To A New Cost Of \$3,900,953.31. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.1 Program. (R. Blackketter)
- 11.U. Consider For Approval Change Order #4 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project, Increasing The Contract Amount From \$2,580,903.80 By \$34,465.48 To The New Cost Of \$2,615,369.28, And Increasing The Term By 17 Days To A New Term Of 379 Calendar Days. 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. (R. Blackketter)
- 11.V. Consider For Approval Of The Low Responsive Bidder (BID #18-018) LEM Construction Co., Inc., For The Airport Wastewater Treatment Plant Improvements Project In The Amount Of \$6,792,200.00 (Base Bid Plus Alternates). (R. Blackketter)
- 11.W. Consider For Approval Change Order No. 3 With Lucas Construction Co., Inc., For The 27th Street Improvements (Broadway To Avenue O) Project, Increasing The Contract From \$2,641,479.50 By The Amount Of \$33,401.35 To A New Cost Of \$2,674,880.85, And Extending The Term By 210 Days. (R. Blackketter)
- 11.X. Consider For Approval Of Change Order No. 8 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$32,205.62 To A New Total Amount Of \$17,464,750.95 And Extending The Contract Term By An Additional 156 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)
- 11.Y. Consider For Approval Of Change Order #1 To The Contract With Main Lane Industries, Ltd., For The 26th Street Paving And Drainage Improvements - Ave N To Broadway Project Decreasing The Contract From \$519,710.00 By The Amount Of \$14,780.00 To A New Cost Of \$504,930.00. (R. Blackketter)
- 11.Z. 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 US. Department Of Transportation (USDOT) Guidelines, 23 CFR 450 Subparts A & C). (R. Beverlin)

- 11.AA. Consider For Approval Accepting The City Auditor's Report On The Cruise Parking Audit Report AU2018-1. (G. Bulgherini)
- 11.BB. Consider For Approval Accepting The City Auditor's Final Report On AU2018-2 False Fire Alarm Audit. (G. Bulgherini)
- 11.CC. Consider For Approval The Purchase Of 172 Yodock 148010B & 148024B Barricades From Dobie Supply, LLC For The Traffic Department. (T. Wroblewski)
- 11.DD. Receive And File The Following Items:

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action The Demolition Of Seawolf Park Pavilion Through An Alternate Project Request With FEMA And The Park Board Of Trustees. (Brown/Yarbrough)
Motion was made by MPT Tarlton-Shannon, second by CM Brown, to approve demolition of Seawolf Park Pavilion. Unanimously approved.
- 12.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Providing That A Portion Of Section One (1) Of The Preserve At West Beach Subdivision On Galveston Island Be Released From Operation Of The Development Agreement Between The City Of Galveston And Marquette Galveston Investment, Ltd. And The Master Declaration Of Covenants, Conditions, And Restrictions For The Preserve At West Beach Subdivision On Galveston Island, Texas; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney; Directing The City Attorney To File And Record This Resolution In The Official Records Of Real Property In Galveston County, Texas; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)
Motion was made by Mayor Yarbrough, second by CM Brown, to approve Resolution No. 18-023. Unanimously approved.
- 12.C. Consideration Of Motion To Authorize The City Attorney To Terminate The Services Of Stanfield & Associates In The Event They Fail To Produce The Property Appraisal Report Associated With The Abandonment Of Rights Of Way By The End Of May 2018 And Authorizing The City Attorney To Request JLL Valuation And Advisory Services Update Its Initial Appraisal Report Conducted On The Rights Of Way In The Poretto Beach Area And Submit A Final Appraisal Report To The City. (Legal)
Motion was made by CM Cole, second by MPT Tarlton-Shannon, to defer action until the June City Council meeting. The motion passed 6-1; MPT Tarlton-Shannon voted against the motion.
- 12.D. Consideration Of Retaining The Firm Of Alexander, Dubose, Jefferson & Townsend For The Rendition Of Services Related To Cause No. 13-CV-0844; CDM Smith Inc. Vs. City Of Galveston Et Al; In The 56th Judicial District Court Of Galveston County Texas; And Authorizing The City Attorney To Sign An Engagement Letter With The Firm. (Legal)
Motion was made by Mayor Yarbrough, second by CM Collins, authorizing the City Attorney to sign an engagement with the firm not to exceed \$250,000.00. Unanimously approved.
- 12.E. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Amending The Makeup Of The Beach Access And Dune Protection Plan Review Ad Hoc Committee; And Providing Suggested Non Binding Criteria To Be Considered In For Appointment To The Committee, Providing For Findings Of Fact And Providing For An Effective Date. (D. Henry)

Motion was made by Mayor Yarbrough, second by MPT Tarlton-Shannon, to approve Resolution No. 18-024.

CM Cole proposed an amendment to the Mayor's motion by adding two Park Board representatives Reuben Trevino and Peter Davis making it a committee of nine, second by MPT Tarlton-Shannon. Vote on the amended motion: In Favor - Bly, Tarlton-Shannon, and Cole. In opposition - Yarbrough, Brown, Collins, and Hardcastle. The amended motion failed.

The vote on the original motion was unanimously approved.

- 12.F. Discuss And Consider Appointments To The Beach Access And Dune Protection Plan Review Ad Hoc Committee.

Motion was made by Mayor Yarbrough, second by CM Bly, to appoint Chula Sanchez. Unanimously approved.

Motion was made by MPT Tarlton-Shannon, second by CM Brown, to appoint Rhonda Gregg. Unanimously approved.

Motion was made by CM Brown, second by MPT Tarlton-Shannon, to appoint Reuben Trevino. Unanimously approved.

Motion was made by CM Hardcastle, second by Mayor Yarbrough, to appoint Jerry Mohn. Unanimously approved.

Motion was made by CM Collins, second by Mayor Yarbrough, to appoint Virginia Greb. Unanimously approved.

Motion was made by CM Bly, second by Mayor Yarbrough, to appoint Joanie Steinhaus. Unanimously approved.

Motion was made by CM Cole, second by CM Bly, to appoint Paul Sivon. Unanimously approved.

- 12.G. Discuss And Consider Scheduling Special Meetings For The Purpose Of Interviewing Applicants For Park Board, Planning Commission, And Wharves Board. (Yarbrough)

Motion was made by Mayor Yarbrough, second by CM Collins, to schedule special meetings on June 6th at 8:30 a.m. and June 13th at 1:30 p.m. Unanimously approved.

13. ADJOURNMENT

The meeting was adjourned at 2:50 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
SPECIAL MEETING - JUNE 6, 2018

6/6/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 8:33 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Jackie Cole. CM Bly arrived at 8:45 a.m.

3. DISCUSSION ITEMS

3.A. Interview Applicants For City Boards, Commissions, And Committees

3.A.1. Park Board Of Trustees

The following Park Board applicants were interviewed by the City Council: Mary Branum, Jan Collier, Frank Maceo, Sam Malchar, Maureen Patton, Barbara Railey, Marie Robb, Eric Tucker, and Jason Worthen.

3.A.2. Board Of Trustees Of The Galveston Wharves

The following Wharves Board applicants were interviewed by the City Council: Frank Maceo, Harry Maxwell, Daniel Ives, Magen Moore Ortiz, Joe Rozier, and Albert Shannon.

Mayor Yarbrough left the meeting at 11:45 a.m.

3.A.3. Planning Commission

The following Planning Commission applicants were interviewed by the City Council: Marie Robb, Cate Black, Lisa Blair, Paul Sivon, and Jeff Antonelli.

4. ADJOURNMENT

The meeting was adjourned at 12:50 p.m.

Janelle Williams, City Secretary
Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - JUNE 21, 2018

6/21/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:30 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Jackie Cole.

3. DISCUSSION ITEMS

- 3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.
Items 8A, 8C, and 8D were clarified by staff.

- 3.B. Discussion Of The Fiscal Year 2019 Budget And Capital Improvement Plan (M. Loftin - 1 Hour)
Assistant City Manager Mike Loftin presented the Fiscal Year 2019 Budget and Capital Improvement Plan. Topics included the Budget Calendar, the FY 2019 Budget Process, a forecast overview of General Fund, Combined Utility System Fund, and the Convention Center Surplus Fund. Additional issues include the \$1 million in Pension Reform Fund, Island Transit challenges, Internal Service Fund amounts under review, and health benefit changes cost neutral for the city. The upcoming budget calendar includes the following meetings: (1) August 9th - proposed budget presented to the City Council; City Council adopts a proposed property tax rate and calls public hearings on the property tax rate and proposed budget; (2) August 23rd - budget and CIP Council Workshop; public hearings on proposed budget and tax rate; (3) September 13th - Council consideration of adoption of the FY 2019 operating and capital; public hearing on tax rate; consider FY 2019 budget adoption; consider FY 2019 CIP adoption; (4) adopt FY 2019 budget (if not yet adopted); adopt FY 2019 CIP (if not yet adopted); adopt property tax rate. City Manager Brian Maxwell asked Council to submit their top 3 global priorities by July 15th.

- 3.C. Interview Applicants For City Boards, Commissions, And Committees
The City Council interviewed Park Board applicant Sharon O'Conner, and Wharves Board applicants Elizabeth Beeton and Jack Jansen.

- 3.D. Discussion Of The Qualifications For Appointment To The Arts And Historic Preservation Board (Brown/Yarbrough - 15 Minutes)
CM Brown recommended a change to the current ordinance to allow committee members of the Chamber of Commerce to serve on the board. MPT Tarlton-Shannon added that Chamber board members should not be prohibited from serving on the board. Mehran Jadidi provided information on prior changes initiated by CM Maceo that prohibit Chamber members from serving in the at-large positions. This ordinance is on today's regular meeting for the Council's consideration.

- 3.E. Discussion Of Proposed Amendments To Sections 24-2, 24-3 And 24-5 Of The City Code Related To Maximum Sound Levels, Noise And Loudspeakers (Brown/Yarbrough - 20 Minutes)
CM Brown advised there have been some issues with noise in his District. City Attorney Don Glywasky provided Council with information on proposed changes to the ordinance. This item will be placed on the July 26th agenda for the Council's consideration.

- 3.F. Detailed Update On Installing Trails & Other Improvements In The Teichman Neighborhood By Pete Milburn & Kyle D. Hockersmith (Tarlton-Shannon/Yarbrough - 10 Minutes)
Pete Milburn and Kyle Hockersmith provided an update on improvements to the Teichman Neighborhood.
- 3.G. Update On The Date Of The Installation For Additional Street Lights In The Palm Circle Neighborhood By Pete Milburn (Tarlton-Shannon/Yarbrough - 5 Minutes)
Deferred.
- 3.H. Update On The Date Of The Installations For Decorator Lights In The Robert Cohen Neighborhood By Pete Milburn (Tarlton-Shannon/Yarbrough - 5 Minutes)
Pete Milburn provided an update on installation of lights in the Robert Cohen Neighborhood.
- 3.I. Update And Discussion Of Skymaster Airport Property Renewal (Cole/Yarbrough - 10 Minutes)
Deferred.
- 3.J. Update And Discussion Of 99th St City Property Development (Cole/Yarbrough - 10 Minutes)
Deferred.
- 3.K. Receive A Report From CM Collins On Texas Municipal League's Elected Officials 101 Conference In Beaumont (Collins/Yarbrough - 10 Minutes)
Deferred.
4. ADJOURNMENT
The workshop was adjourned at 12:35 p.m.

Janelle Williams, City Secretary
Date Approved:

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JULY 26, 2018 - 8:00 A.M.
ROOM 204 - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

DRAFT WORKSHOP AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. DISCUSSION ITEMS
 - 3.A. Discussion Of Fiscal Year 2019 Budget And Capital Improvement Plan (Maxwell - 1 Hour)
 - 3.B. Discussion Of The Parking And Mobility Study (Brown/Yarbrough - 1 Hour)
 - 3.C. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.
 - 3.D. Discussion Of Arts & Historic Preservation Funding For Fiscal Year 2019 (Brown/Yarbrough - 20 Minutes)
 - 3.E. Discussion Of An Ordinance Of The City Of Galveston, Texas, Setting The Value For Those Rights Of Way Designated For Abandonment In Ordinance 18-001, Authorizing The City Manager To Execute The Necessary Instruments Of Abandonment On Approval Of The City Attorney, Making Various Findings And Provisions Related To The Subject. (Legal - 15 Minutes)

Documents:

COVER LETTER FOR PORRETTO PROPERTY.DOCX
PORRETTO ROW AMOUNT.DOCX

- 3.F. Discussion Of Pending And Upcoming Land Development Regulation And City Code Amendments Regarding Trees (C. Gorman. 15 Minutes)

Documents:

CC 7-26 WORKSHOP MEMO PKT.PDF

- 3.G. Discussion Of Proposed Changes To City Code Chapter 13 To Create Section 13-17.1 Applicable To Buildings In The Historic District (Legal - 15 Minutes)

Documents:

FIRE CODE CHANGE FOR CLEAR ENTRANCES IN THE DOWNTOWN HISTORIC DISTRICT AMENDED 2.DOCX

- 3.H. Legislative Update (Legal - 15 Minutes)

4. EXECUTIVE SESSION

5. 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 July 20, 2018 at 3:30 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).

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - JUNE 21, 2018

6/21/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the meeting was called to order at 1:15 p.m.
2. ROLL CALL
Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Jackie Cole.
3. INVOCATION
The invocation was given by Mayor Yarbrough.
4. PLEDGE OF ALLEGIANCE
Pledges to the American Flag and Texas Flag were led by Mayor Yarbrough.
5. CONFLICTS OF INTEREST
None.
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. **110th Anniversary of Ship Building & Repair on Pelican Island - Proclamation - presented by CM Hardcastle.**
 - b. **Dennis Byrd, Sr. & Eddie Janek, Sr. Day - Proclamation - presented by CM Brown.**

MPT Tarlton-Shannon invited Maurice Phillip Willis to recite his award winning dramatic interpretation of a poem that he presented to the Texas Forensics Association, and recently recited at the Alpha Phi Alpha Alumni Chapter meeting. He was introduced by Hank Thierry.

 - 4. Reminders regarding City Council events - **a special meeting will be held on June 27, 2018.**
 - 5. Reminders regarding community events - **CM Bly announced an event that will be held on July 28th at B'Nai Israel.**
 - 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
18-037 Clay Conrad; 18-038 Jessica Vallery; 18-039 Texas Gas Service; 18-040 Annet Ortega; 18-041 Carlos Rodriguez; 18-042 Clifford & Kathy Barnhart; 18-043 James Gray; 18-044 James Parker; 18-045 Denise Hope; 18-046 Jay Mize

8. PUBLIC HEARINGS

- 8.A. First Reading Of Ordinance: Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Granting An Exclusive, Revocable Franchise Agreement To BFI Waste Services Of Texas, LP, To Provide A Garbage And Refuse (Waste) Collection Service For Commercial Accounts, Within The City Of Galveston For Five Years; Terminating All Prior Franchise Grants For Commercial Garbage And Refuse Collection Services; Providing For A Curbside Residential Recycling Option Clause; Providing For The Scope And Nature Of The Operation; Providing For Fees; Providing For A Penalty Provision; Providing Findings Of Fact; And Providing For An Effective Date. (B. Cook)
The Ordinance was read by caption. The public hearing was opened. Johnny Smecca spoke in favor of granting the franchise. The public hearing was closed. No action was taken.
- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending The 2015 Galveston Land Development Regulations, By Amending Article 9: Section 9.501, Protection Of Existing Trees And Section 9.502, Tree Replacement; To Include Palm Trees In The Definition Of Trees, Provide A Height Requirement For Significant Palms, Provide An Exemption For Trees Being Removed For Agricultural Purposes, Provide Specific Guidance On Mitigation, And Provide Exemptions From Mitigation Requirements; Planning Case Number 18ZA-004; Making Various Findings And Provisions Related To The Subject. (C. Gorman)
Deferred at the request of the Tree Committee.
- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDRs), As Amended, To Update, Revise And Clarify Certain Provisions Regulating Land Development Within The City; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Ordinance No. 18-037 was read by caption. Adriel Montalvan provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed.

Main motion: Motion was made by Mayor Yarbrough, second by CM Brown, to approve amendments to the LDR's as recommended by the Planning Commission, excluding excavation and boat rentals and sales.

(1) CM Collins made an amended motion to Section 2.359 to include R-3 neighborhoods as a part of the RV setbacks, second by CM Brown. Unanimously approved.

(2) CM Brown made an amended motion to include Planned Unit Development (PUD) classification to follow the same expiration guidelines outlined for Specific Use Permits (SUPs) in Section 13.203, Section C, Paragraphs 3 and 4, second by CM Collins. Unanimously approved.

(3) CM Cole made an amended motion to Section 2.325 related to fine arts instruction changing the limit of two students to four students, second by Mayor Yarbrough. In favor: Yarbrough, Bly, Brown, Collins, Hardcastle, and Cole. In opposition: Tarlton-Shannon. Motion passes.

(4) CM Cole made an amended motion to Section 6.701 related to RV parks adding the requirement for street trees, second by CM Brown. Unanimously approved.

(5) CM Cole made an amended motion to Section 10.4 to remove sidewalks adjacent to streets from the calculation of the 8% open space requirement, second by CM Brown. In favor: Yarbrough, Brown, Collins, and Cole. In opposition: Tarlton-Shannon, Bly, and Hardcastle. Motion passes.

The vote on the main motion to approve the Planning Commission's recommendation, excluding excavation and boat sales and rentals, and including amendments (1) through (5), passed 6-1, with MPT Tarlton-Shannon voting no.

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Abandoning Approximately 15,744 Square-Feet Of The Postoffice Street Right-Of-Way From The West Side Of 35th Street Along Postoffice To The East Side Of 36th Street; Adjacent Property Is Legally Described As Lots 5 Through 7 And Lots 9 And 10 And The East Half Of Lots 4 And 11 And Lot 8 (8-1) Block 515 And Lots 1 Through 14 And Adjacent Alley, Block 455, In The City And County Of Galveston, Texas; Planning Case Number 18P-028; Making Various Findings And Provisions Related To The Subject. (J. Norman)

Ordinance No. 18-038 was read by caption. Janice Norman provided staff comments. The applicant Jerome Karam spoke in favor of the abandonment. The public hearing was opened; with no speakers, the public hearing was closed.

Motion was made by CM Bly, second by Mayor Yarbrough, to approve the abandonment. Unanimously approved.

- 8.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Abandoning Property Adjacent To 403, 406 And 415 35th Street; Adjacent Property Is Legally Described As Lots 5 Through 7, Lots 9 And 10 And The East Half Of Lots 4 And 11, Block 515, Lot 8 (8-1), Block 515, Lots 9 Through 14 And Part Of Lots 1 Through 8 (513-1), Block 514, In The City And County Of Galveston, Texas; Planning Case Number 18P-022; Making Various Findings And Provisions Related To The Subject. (J. Norman)

Ordinance No. 18-039 was read by caption. Janice Norman provided staff comments. The public hearing was opened; with no comments, the public hearing was closed.

Motion was made by MPT Tarlton-Shannon, second by CM Bly, to approve the abandonment. Unanimously approved.

- 8.F. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Commercial (C) Zoning District To Light Industry (LI) Zoning District On Property Commonly Known As 3510 Church/Avenue F. The Property Is Legally Described As Lots 1 Through 14 And Adjacent Alley, Block 455, In The City And County Of Galveston, Texas; Planning Case Number 18P-023; Making Various Findings And Provisions Related To The Subject. (J. Norman)

Ordinance No. 18-040 was read by caption. Janice Norman provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed.

Motion was made by CM Bly, second by CM Hardcastle, to approve the zoning change. Unanimously approved.

- 8.G. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single Family (R-1) To Commercial (C) Zoning District On Property Commonly Known As 22222 FM 3005. The Property Is Legally Described As ABST 121 Hall & Jones Sur Lot 7 (7-1) Sand N Sea, In The City And County Of Galveston, Texas; Planning Case Number 18P-024; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Ordinance No. 18-041 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed.

Motion was made by MPT Tarlton-Shannon, second by CM Cole, to approve the zoning change. Unanimously approved.

9. PUBLIC COMMENT

Non-Agenda Items - Judith Prothro commented on environmental atmosphere condition.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Adopting The Homestead, Elderly, And Disabled Ad Valorem Tax Exemptions For Tax Year 2018, Pursuant To Chapter 33, Section 33-24 Of "The Code Of The City Of Galveston 1982, As Amended"; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Ordinance No. 18-042 was read by caption. Motion was made by MPT Tarlton-Shannon, second by CM Cole, to approve the ordinance. Unanimously approved.

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Regulations Of Appointments Of The Arts And Historical Preservation Advisory Board; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date (Legal).

Ordinance No. 18-043 was read by caption. Motion was made by CM Brown, second by CM Collins, to approve the ordinance, to allow committee members of the Galveston Hotel Lodging Association and the Chamber of Commerce to serve as at-large members.

MPT Tarlton-Shannon made an amended motion to allow Chamber of Commerce board members to serve as at-large members, second by CM Hardcastle. In favor: Tarlton-Shannon and Hardcastle. In opposition: Yarbrough, Bly, Brown, Collins, and Cole. Motion fails.

The vote on the main motion passed 6-1, with MPT Tarlton-Shannon voting no.

MPT Tarlton-Shannon requested the minutes reflect that she supports the motion to allow committee members to serve, she just can't vote for it because she does not agree that board members should be excluded.

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Specifying The Number Of Classified Civil Service Police Department Personnel Positions At 163; Reallocating Two (2) Police Officer Positions To Increase The Number Of Sergeant Positions From 25 To 27; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date Of June 21, 2018. (V. Hale)

Ordinance No. 18-044 was read by caption. Motion was made by CM Collins, second by CM Bly, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS

Motion was made by CM Bly, second by CM Brown, to approve Consent Items 11A through 11O. Unanimously approved.

- 11.A. Consider Approval Of An Award For A Three Year Contract, With Two Optional One-Year Renewals, For Bid 18-14 Uniform Rental Services To Unifirst Corporation. (M. Loftin)
- 11.B. Consider For Approval An Interlocal Agreement With Galveston College Relocating The Basic Peace Officer Certification Course (BPOC) To Galveston College For All Future Police Department Cadet Classes. (V. Hale)
- 11.C. Consider For Approval Purchasing Pool Maintenance Chemicals, Supplies, And Equipment For Lasker Park Pool, Using The Buyboard Contract (#533-17) With Progressive Commercial Aquatics. (B. Sanderson)
- 11.D. Consider For Approval Change Order #4 From Hou-Scape, Inc., For The Little League Ball Park Complex Project At Crockett Park, In The Amount Of \$43,700.00, Increasing The Contract Amount From \$3,726,508.45, To \$3,770,208.45 And Extending The Contract Term By Forty Three (43) Days. (B. Sanderson)
- 11.E. Consider For Approval The Professional Engineering Services Proposal From Ardurra Group, LLC, For The Main WWTP Digester Cleaning And System Improvements, At A Cost Not To Exceed \$663,674.70. (D. Christodoss)

- 11.F. Consider For Approval The Request For Funds From TxDOT In The Amount Of \$170,864.03 For The Seawall Paving Project From 39th Street To Ferry Road. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)
- 11.G. Consider For Approval Of A Contract With Lucas Construction Co., Inc., For The Market Street Sidewalk & Curb Reconstruction (25th To 33rd) Project (RFP #18-18) In The Amount Of \$1,134,575.00 (Estimated Total Cost Of Project Not To Exceed \$1,295,775.00). (R. Blackketter)
- 11.H. Consider For Approval Of A Contract With Main Lane Industries, Ltd., For The Harborside Drive From 51st Street To 2nd Street Project (RFP #18-15) In The Amount Of \$2,011,084.41 (Estimated Total Cost Of Project Not To Exceed \$2,273,394.41). (R. Blackketter)
- 11.I. Consider For Approval Change Order #4 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 \$3,900,953.31 By The Amount Of \$8,539.50 To A New Cost Of \$3,909,492.81. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.1 Program. (R. Blackketter)
- 11.J. Consider For Approval Change Order #4 From Triple B Services, LLC, For The Stewart Road/Ave S (61st To 53rd Street) Project, Decreasing The Contract From \$2,841,090.57 By The Amount Of \$271,081.15 To A Final Cost Of \$2,570,009.42. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.K. Consider For Approval Change Order #5 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project, Increasing The Contract Amount From \$2,615,369.28 By \$21,885.00 To The New Cost Of \$2,637,254.28, And Increasing The Term By 4 Days To A New Term Of 383 Calendar Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.L. Consider For Approval Of Change Order No. 9 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$19,313.67 To A New Total Amount Of \$17,484,064.62. (R. Blackketter)
- 11.M. Consider For Approval Of Change Order No. 2 To The Contract With Tucon, LLC, For The Cedars At Carver Park Pedestrian And Transit Improvements Project Increasing The Contract By \$28,447.09 From The Amount Of \$620,641.86 To A New Total Amount Of \$649,088.95, And Extending The Contract Term By 94 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.N. Consider For Approval Of Change Order No. 2 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$378,734.74 From The Amount Of \$7,136,891.03 To A New Total Amount Of \$7,515,625.77, And Extending The Contract Term By 15 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.O. Consider For Approval Minutes Of The April 26, 2018 Workshop And Regular Meeting, And The May 15, 2018 Special Meeting. (J. Williams)
- 12. ACTION ITEMS
 - Motion was made by CM Collins, second by CM Brown, to defer Action Items 12A and 12B. Unanimously approved.**
 - 12.A. Discuss And Consider For Action Approval Of The Stewart Beach Pavilion Design And Business Plan. (Brown/Yarbrough)
 - 12.B. Consider A Motion Setting A Value On The Rights Of Way Council Previously Voted To Abandon Pursuant To Planning Case 17-P-0070 Pursuant To The Appraisals Received By The City And The

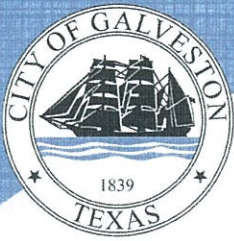
Owners Of The Properties Adjacent To The Rights Of Way And As Dictated By The Council In Its Vote Of February 22, 2018, And Authorizing Staff To Prepare The Necessary Declaration Of Abandonment At The Earliest Time Practicable. (Legal)

13. ADJOURNMENT

The meeting was adjourned at 2:40 p.m.

Janelle Williams, City Secretary

Date Approved:



City of Galveston

OFFICE OF THE MAYOR
PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

CERTIFICATE OF APPOINTMENT

Commissioner of the
HOUSING AUTHORITY
of the
CITY OF GALVESTON

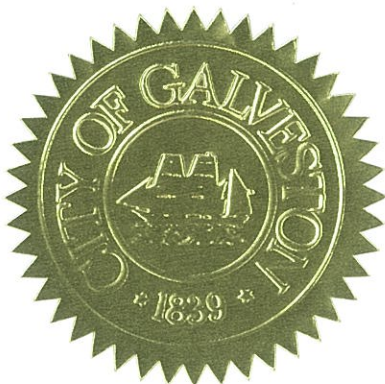
I hereby reappoint the following person herein after named to serve as Commissioner of the Housing Authority of the City of Galveston, Texas for the term listed below:

MELVIN WILLIAMS

July 1, 2018 thru June 30, 2020

I hereby certify that the above designated Applicant is not an officer or employee of the City of Galveston.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Galveston, Texas and caused the official seal of said City to be attached this July 17, 2018.




James D. Yarbrough Mayor





City of Galveston

OFFICE OF THE MAYOR
PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

CERTIFICATE OF APPOINTMENT

Commissioner of the
HOUSING AUTHORITY
of the
CITY OF GALVESTON

I hereby appoint the following person herein after named to serve as Commissioner of the Housing Authority of the City of Galveston, Texas for the term listed below:

GREG GARRISON

July 1, 2018 thru June 30, 2020

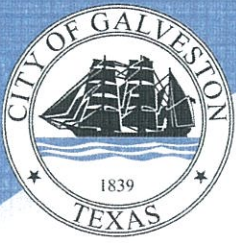
I hereby certify that the above designated Applicant is not an officer or employee of the City of Galveston.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Galveston, Texas and caused the official seal of said City to be attached this July 17, 2018.




James D. Yarbrough, Mayor





City of Galveston

OFFICE OF THE MAYOR
PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

CERTIFICATE OF APPOINTMENT

Commissioner of the
HOUSING AUTHORITY
of the
CITY OF GALVESTON

I hereby appoint the following person herein after named to serve as Commissioner of the Housing Authority of the City of Galveston, Texas for the term listed below:

WILLIAM ANSELL

July 1, 2018 thru June 30, 2020

I hereby certify that the above designated Applicant is not an officer or employee of the City of Galveston.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Galveston, Texas and caused the official seal of said City to be attached this July 17, 2018.


James D. Yarbrough Mayor



OFFICE OF THE CITY AUDITOR**AUDIT PLAN FISCAL YEAR 2018**

Estimated Hours	Audit Number	Type of Audit	Project	Scope
PLANNED FOR COMPLETION:				
1000	AU2018-1	Operational	City assets under the control of the Park Board of Trustees for the City of Galveston and the Board of Trustees of the Galveston Wharves.	Aggregate and analyze all existing agreements by and between the Beach Park Board and the City. Identify any subleases and/or agreements for third parties to use or operate on or within the boundaries of City own property. Review annual operating plans and statements related to the operation of any asset under management. Analyze the authorizing language delineating the General Powers of the Galveston Wharves Utility and existing agreements by and between the Utility and the City. Identify any subleases and/or agreements for third parties to use or operate on or within the boundaries delineated in Article VII of the Charter. Review annual operating plans and statements related to the operation of any asset under management. Assess the condition of real assets and property.
750	AU2018-2	Operational	Fire Department.	Evaluate the False Alarm collections by comparing to best practices including key processes, key risks, key controls, documentation, monitoring, and ensuring transparency and accountability.
Extend to 9/30/2018	AU2018-3	Operational	Police Department.	Evaluate the Equipment and Inventory tracking system by comparing to best practices including key processes, key risks, key controls, documentation, monitoring and ensuring transparency and accountability.
750	AU2018-4	Operational	Human Resources Department.	Evaluate the Payroll process by comparing to best practices including key processes, key risks, key controls, documentation, monitoring and ensuring transparency and accountability.
750	AU2018-5	Operational	Public Works Department.	VOID already done!

OFFICE OF THE CITY AUDITOR
AUDIT PLAN FISCAL YEAR 2018

750	HOT2018	Revenue Monitoring	Revenue Monitoring Hotel Occupancy Tax.	Determine if the City is receiving all Hot Tax Revenues to which it is entitled (Note: this includes the monitoring of multiple audits at the Park Board).
400	PEER2018	Peer Review	Peer Review Preparation	The Governmental Accountability Audit and Internal Control Act (The Internal Control Act) requires agencies to operate in accordance with generally accepted professional standards for internal auditing. In order to be in compliance with the Standards for the Professional Practice of Internal Auditing (Standards) adopted by the Institute of Internal Auditors (IIA), agency internal audit units in existence as of January 2002 must have an external quality assessment (QA) completed by January 1, 2007. Thereafter, such external assessments should be conducted at least once every five years.
750	SAL2018	Revenue Monitoring	Sales Tax Compliance Program	Determine if the City is receiving all Sales Tax Revenues to which it is entitled (Note: this includes meetings with the Texas State Comptroller).

Extend the AU2018-3 Police Department Inventory audit until September 30, 2018. Move AU2018-4 Human Resources to FY2019 Audit Plan with Councils approval.



City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

July 26, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council
From: Michael W. Loftin, Assistant City Manager for Finance

RE: Consider for action a motion to accept a proposal for emergency loan financing to be used in the event of nationally declared emergencies in the amount of \$50 million and provided through Regions Capital Advantage, Inc.; authorizing the preparation of contract documents by Bracewell LLP and Orick, Herrington & Sutcliffe LLP to be approved in final form by City Council; and extending for a period beginning in September 2018 and ending March, 2023 with annual renewals in March of each year.

I. Background

- A. Between 2007 and 2014, the City maintained a \$20 million line of credit that provided emergency financing in the event of a major tropical storm or hurricane. This line of credit was used in the aftermath of Hurricane Ike and repaid during the same fiscal year.
- B. In 2015, the City negotiated and established a \$50 million line of credit for emergency financing. The current line of credit with Frost Bank expires in September 2018.
- C. This financial arrangement is based on legislation passed in 2007 covering Texas cities located within 70 miles of the coast. The legislation, found now in section 1431 of the **Government Code**, **authorizes "anticipation note" proceeds to be used for costs necessary** "in relation to preserving or protecting the public health and safety" in the aftermath of a formally declared disaster situation.
- D. While we do not expect to have to exercise the provision of the law that allows long term financing, the agreement provides that the proposed anticipation notes must be paid within ten years of the date of issuance. The notes are to be repaid and/or secured with local revenue, proceeds of bonds issued by the city, and/or federal or state funds granted to the city in the disaster **recovery process**.
- E. The law also provides a clause specifically addressing a conflict with a municipal charter, thereby enabling the anticipation notes to be issued on a ten year repayment schedule to address the effects of a storm.

II. Current Situation

- A. The recommendation to place the emergency bridge loan with Regions Bank is to take advantage of several features that are favorable to the City. (See attached comparison sheet from the city's financial advisor, Jim Niederle of Hutchinson, Shockey, Erley & Co.)
 - 1. The security or collateral for the loan is based on the City's full faith and credit including but not limited to any FEMA funds it may receive..
 - 2. It is the City's option as to timing and amounts to draw with no limitation or direct connection to FEMA eligible costs or reimbursement of those costs.
 - 3. Since the loan will not be negotiated annually as it has before, we will save on legal fees, although the loan origination fee will continue to be required every year.
 - 4. The city will pay lower interest rates on the loan and will have the ability to convert outstanding loan amount to longer-term financing at any time.
- B. If City Council approves, the City's financial advisor, Hutchinson, Shockley, Erley & Co. and bond counsel, Bracewell, will work with Regions Bank to finalize loan documents for presentation on the next Council agenda if possible.
- C. The City's holds approximately \$50 million in operating fund balances that, together with the \$50 million bridge loan, would provide a pool of \$100 million cash upon which to draw in an emergency.
- D. FEMA's standards and processes have changed since Ike. In 2008, the City of Galveston received 100 percent grant coverage on its debris. The City also received its grant cash funding up front without having to provide audit worthy documentation to FEMA. Now, the advance cash funding documentation requirements are much more stringent and debris is being funded at ninety percent or less. The City must be prepared with its own cash reserves to keep city operations going, address any emergency debris or circumstances that exist, and wait out what could become elongated FEMA reimbursement processes.
- E. The Finance and Fiscal Affairs Committee voted at its April 25th meeting to support the recommended loan structure and proposal.

III. Issues

- A. Cost – Annual renewals with Frost Bank cost approximately \$90,000 per year, including the origination fee of \$50,000 payable annually in two \$25,000 increments, the Attorney General's fee of \$9,500 and attorney fees from the city and the bank's counsel. The current agreement if renewed annually would cost approximately \$497,500 over five years. This recommendation anticipates one-time payment of attorney's fees totaling \$40,000, and annual payment of the origination fee and AG fee. The proposed agreement therefore costs \$99,500 in its first year and annual renewals of \$50,000 for each subsequent year, a total of \$300,000 over five years. This is a savings of approximately \$150,000.
- B. Timing – Moving the termination date out of hurricane season to the spring eliminates the uncertainty associated with an expiration date during hurricane season.



IV. Alternatives

- A. City renews the existing loan with collateral and cash flow limitations.
- B. City accepts the recommended structure.

V. Recommendation

Concur in alternative B and approve the drafting of final documents based on the proposal attached from Regions Bank.

VI. Funding

- A. Total of \$99,500 for year one, including a combined total of \$40,000 legal fees from Bracewell LLP and Orick, Herrington & Sutcliffe LLP; \$50,000 loan origination fee, and \$9,500 for the Texas Attorney General review and approval.
- B. Source: Casualty & Liability Fund



Comparison of \$50 Million Emergency Line of Credit Proposals		
	<u>Regions Bank</u>	<u>Frost Bank</u>
Amount	\$50 million	\$50 million
Term of Facility	5 years	1 year renewable yearly
Local Bank Participation	Yes	Yes
Loan Origination Fee	10 basis points = \$50,000/yr payable semi-annual in arrears	10 basis points = \$50,000/yr payable annually in advance
Security	G.O. of the City	FEMA repayments plus subordinate pledge of G.O.
Tax Exempt 5 Year Variable Rate	79% of 3M or 12M LIBOR plus 0.95%	79% of 3M LIBOR Plus 1.381%
Tax Exempt 7 Year Variable Rate	79% of 3M or 12M LIBOR plus 1.01%	79% of 3M LIBOR Plus 1.381%
Tax Exempt 10 year Variable Rate	79% of 3M or 12M LIBOR plus 1.16%	79% of 3M LIBOR Plus 1.381%
Tax Exempt 5 Year Fixed Rate Term	79% ICE 5 Year SWAP rate plus 1.07%	None
Tax Exempt 7 Year Fixed Rate Term	79% ICE 7 Year SWAP rate plus 1.17%	None
Tax Exempt 10 year Fixed Rate Term	79% ICE 10 Year SWAP rate plus 1.37%	None
Term Out Period	Up to 10 years	Up to 10 years
Additional Covenants	None	1) maintain \$10 million emergency fund 2) No draws until \$2.5 million of emergency fund is spent
Additional Fees	\$40,000 legal one time 5 Year total \$40,000	\$35,000 legal annually 5 year total \$175,000

REGIONS CAPITAL ADVANTAGE, INC.
REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

June 13, 2018

Michael Loftin
Finance Director
City of Galveston, TX
823 Rosenberg
Galveston, TX 77553

Jim Niederle
Senior Vice President
Hutchinson, Shockey, Erley & Co.
4545 Post Oak Place, Suite 215
Houston, TX 77027

Re: Up to \$50 Million Tax Exempt/Taxable Forward Delivery Note Purchase Facility

Gentlemen:

Regions Capital Advantage, Inc. and Regions Commercial Equipment Finance, LLC (collectively referred to herein as “**Lender**”) are pleased to furnish this Term Sheet (“**Term Sheet**”) to the City of Galveston, Texas (“**Borrower**”). This term sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender’s part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc. Upon receiving the mandate for this financing, Lender will pursue final credit approval which should take approximately one week.

Lender: Regions Capital Advantage, Inc. (Tax Exempt Lender)
Regions Commercial Equipment Finance, LLC. (Taxable Lender)

Borrower: City of Galveston, Texas

Role of Lender: The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal

entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.

Loan Amount: Up to Fifty Million Dollars (\$50,000,000)

Structure: Forward Delivery Note Purchase Facility (including a Facility structure allowing for draw downs or such other legally permissible Facility structure as permitted by the Texas Attorney General, bond counsel, and Lender's counsel) as described below (collectively, the "Note(s)", "Loan", or "Debt Instrument").

From the Closing Date through the Termination Date, Lender shall purchase from the Borrower, in an aggregate principal amount not to exceed \$50,000,000, Borrower's Emergency Tax Anticipation Notes. The Notes are authorized pursuant to the provisions of Chapter 1431.015, Texas Government Code, as amended (the "Act") and the Ordinance, and are to be issued only for the purposes of providing funds to pay for any contractual obligation incurred as a result of or to address the effects of an Emergency and used for:

- (a) the construction of any public work;
- (b) the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized purposes;
- (c) a professional service, including a service by a tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial advisor, or fiscal agent;
- (d) operating or current expenses (including debris removal);
- (e) the City's cumulative cash flow deficit;
- (f) employee salaries;
- (g) the lease of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized needs and purposes;
- (h) the demolition of dangerous structures or restoration of historic structures;
- (i) economic development grants made under Chapter 380, Local Government Code;
- (j) the accomplishment of any other purpose Borrower considers necessary in relation to preserving or protecting public health and safety.

Note Delivery Conditions: Purchase of the Notes by Lender shall be contingent upon satisfaction of conditions precedent usual and customary for this type of financing, including satisfaction of representations and warranties and including but not limited to the following:

- (a) The governor must have issued and executive order of proclamation declaring a state of disaster and designating the area affected by the emergency;
- (b) The City must have declared a local state of disaster designating the area affected by the emergency;

Termination Date: Five (5) years from the closing date.

Individual Note Maturity Dates: 5, 7, or 10 years from the Note issuance date, at Borrower's option.

Interest Rate:

Fixed Rate Option:

Tax Exempt: 79% (ICE 5,7, or 10-year SWAP rate) + Applicable Tax Exempt Margin

Taxable: ICE 5,7, or 10-Year SWAP rate + Applicable Taxable Margin

The ICE SWAP rate is published daily by Intercontinental Exchange, Inc. at:

<https://www.theice.com/marketdata/reports/180>

Applicable Margins		
	<i>Tax Exempt</i>	<i>Taxable</i>
5 Years	1.07%	1.39%
7 Years	1.17%	1.51%
10 Years	1.37%	1.76%

Indicative Fixed Rates:

Tenor	ICE Swap Rates	Indicative Interest Rates	
		<i>Tax Exempt</i>	<i>Taxable</i>
5 Years	2.949%	3.40%	4.34%
7 Years	2.980%	3.52%	4.49%
10 Years	3.024%	3.76%	4.78%

Variable Rate Option:

Tax Exempt: 79% (3 or 12-Month LIBOR) + Applicable Tax Exempt Margin

Taxable: 3 or 12-Month LIBOR + Applicable Taxable Margin

The variable interest rate on the Loan resets at the end of each LIBOR period.

LIBOR" means the London Interbank Offered Rate for either 3 or 12 months, (the "LIBOR Period") as published in The Wall Street Journal under "Latest" in the "Money

Rates” column on the banking day immediately preceding the purchase date or, if such source is not available, such alternate source as reasonably determined by Purchaser.

Applicable Margins		
	<i>Tax Exempt</i>	<i>Taxable</i>
5 Years	0.95%	1.22%
7 Years	1.01%	1.30%
10 Years	1.16%	1.50%

Indicative Variable Interest Rates:

Tenor	3-Month LIBOR	Indicative Initial Interest Rates		12-Month LIBOR	Indicative Initial Interest Rates	
		<i>Tax Exempt</i>	<i>Taxable</i>		<i>Tax Exempt</i>	<i>Taxable</i>
5 Years	2.34%	2.80%	3.56%	2.77%	3.14%	3.99%
7 Years	2.34%	2.86%	3.64%	2.77%	3.20%	4.07%
10 Years	2.34%	3.01%	3.84%	2.77%	3.35%	4.27%

Indicative Interest Rates are offered for illustrative purposes only and do not constitute a commitment by the Lender to lend at the Indicative Interest Rates. The actual initial fixed rate for the Loan may be higher or lower depending on market conditions at the time the Loan is closed.

In the event that at any time during the term of this Agreement, the Borrower’s long-term rating by any of Moody’s, S&P or Fitch on its Outstanding Ad valorem tax supported obligations decreases below “Baa3” by Moody’s or “BBB-” by S&P or Fitch, the Tax-Exempt Fixed Rate or Default Rate applicable or that will be applicable to any Note shall be increased by 15 basis points for so long as such long-term rating by any rating agency shall remain in effect below such levels.

**Unused
Commitment Fee:**

Borrower shall pay Lender, semiannually in arrears, and on the Termination Date, a non-refundable fee computed at a rate per annum equal to 0.10% of the amount equal to the difference between the total Loan amount (up to \$50,000,000) and the outstanding balance of all Notes purchased by Lender, calculated based on the actual number of days elapsed in a 360-day year.

Default Rate:

The maximum rate permitted by Texas law.

Repayment:

- a) Interest is payable semi-annually beginning 6 months after the issuance of each Note through its maturity;
- b) Principal is payable in equal semi-annual installments beginning 6 months from the 2nd anniversary of the Note issuance date through maturity;
- c) The Maturity Date of each Note shall also be an Interest Payment Date.

Prepayment:

Fixed Rate Notes:

Borrower may repay the outstanding principal balance of any Note at any time at par plus accrued interest to the date of prepayment. All partial prepayments of principal shall be applied in the inverse order of maturities.

Variable Rate Notes:

Borrower may prepay any Note, in full at any time or in part from time to time on the last day of the LIBOR Period, provided, that: (a) Lender shall have actually received from the Borrower three (3) Business Days' prior written notice of the intention to prepay, the amount to be prepaid, and the date on which the prepayment will be made, which may only be at the end of an LIBOR Period; (b) each prepayment shall be in the amount of \$1,000,000 or larger integral multiple of \$100,000 (unless the prepayment is in full); and (c) each prepayment shall be in the amount of 100% of the principal to be prepaid, plus accrued unpaid interest thereon to the date of prepayment, plus any other sums which have become due to Lender on or before the date of prepayment but have not been paid. All partial prepayments of principal shall be applied in the inverse order of maturities.

Other Fees, Costs and Expenses:

Borrower will be responsible for all out-of-pocket fees, costs, and expenses of the Lender (including, without limitation, and counsel fees incurred in connection with the negotiation, execution, delivery, administration, and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Legal fees will not exceed \$20,000. Borrower shall also be responsible for any MAC fees, which are estimated at \$5,400.

Lender's Counsel:

Todd Brewer, Partner
Orrick, Herrington & Sutcliffe, LLP
609 S. Main St., 40th Floor,
Houston, TX 77002
tbrewer@orrick.com

Security:

All amounts payable to the Lender and/or any of its affiliates in connection with the Loan will be an unconditional, irrevocable, and absolute obligation of the Borrower payable from the sources set forth below. Pursuant to the Loan Documents, as security for all amounts payable to the Lender or any affiliate thereof in connection with the Loan, the Borrower will provide the following:

To provide security for the payment of the principal of and interest on the Notes and amounts due under the Note Purchase Agreements, as the same shall become due and payable, the City has granted, pursuant to the Ordinance, a lien on and pledge of the following, subject to the provisions of the Ordinance: (i) the proceeds from the sale of Notes from time to time hereafter issued to pay principal of outstanding Notes (ii) proceeds from the sale of general obligation bonds issued by the City from time to time hereafter for the purpose of paying the principal of or interest on the Notes, (iii) loans drawn to pay the principal of and interest on outstanding Notes, and (v) the proceeds of the tax levy set forth below.

The Notes constitute direct obligations of the City, payable from the levy and collection of a direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property within the City.

**Extension
Provisions:**

Lender will notify Borrower at least six months prior to the Facility Termination Date as to whether or not Lender will extend its term. Under no circumstances shall the Facility Termination Date be extended without written notice to Borrower from Lender. Failure by the Lender to notify the Borrower of an extension of the Facility Termination Date within such time frame shall be deemed a denial of such extension.

**Privately
Negotiated Loan:**

The Borrower acknowledges and agrees that the Lender will purchase the Notes as evidence of a privately negotiated loan and in that connection the Notes shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

US Patriot Act:

Borrower represents and warrants to the Lender/Purchaser that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. Borrower further represents and warrants to the Lender/Purchaser that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

**Taxability and
Changes in Tax
Rate:**

Upon the occurrence of a Determination of Taxability of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

**Representations
and Warranties:**

Usual and customary for this type of financing.

Covenants:

Usual and customary for this type of financing, including but not limited to the following:

Reporting:

The Borrower and Borrower shall deliver to the Lender, in form and substance satisfactory to the Lender, its Audited financial statements within 180 days after the end of the Borrower's fiscal year.

Defaults:

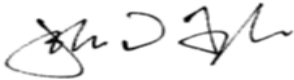
Usual and customary for this type of financing, including but not limited to the following, which shall constitute Events of Default in addition to the Events of Default listed in the Ordinance: (i) the Borrower fails, after a reasonable cure period, to pay when due any fee or expense payable under the Note Purchase Agreement; (ii) any representation, warranty, certification, or statement made by the Borrower in the Ordinance, the Note Purchase Agreements or in any certificate, financial statement, or other document delivered pursuant to the Ordinance, the Note Purchase Agreements shall prove to have been incorrect in any material respect when made; (iii) default by the Borrower in the payment of any ad valorem tax supported obligations or ad valorem tax supported obligations when due or within any applicable grace period; (iv) the occurrence of any event under any ordinance, resolution, agreement or instrument giving rise to or entered in connection with any ad valorem tax supported obligations, which results in or would entitle the obligee thereof or a trustee on behalf of such obligee to pursue any remedies against the Borrower, including the right to declare the acceleration of any maturity thereof; (v) any material provision of the Note Purchase Agreement shall at any time for any reason cease to be valid and binding on the Borrower as a result of federal or state legislative or administrative action, or shall be declared in a final unappealable judgment by any court having jurisdiction over the Borrower to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be contested by the Borrower; (vi) the powers of the Borrower shall be limited in any way or the Ordinance shall be modified or amended in any way which prevents the Borrower from fixing, charging or collecting the ad valorem taxes in an amount sufficient to pay ad valorem tax supported obligations or ad valorem tax supported obligations as they become due, or (viii) Borrower's long-term rating by any of Moody's, S&P or Fitch on its Outstanding ad valorem tax supported obligations decreases below "Baa3" by Moody's or "BBB-" by S&P or Fitch.

Remedies:	The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof. Upon the occurrence of an Event of Default, Lender may cease purchasing Notes under this Agreement and may terminate this Agreement. In addition, Lender may take any action permitted by law or equity, including without limitation actions to petition a court of competent jurisdiction to issue a mandamus order to the Borrower and compel specific performance of the covenants and agreements of the Borrower contained in the Note Purchase Agreements or the Ordinance.
Legal Opinions:	As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Texas to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that the each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the tax exempt Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes.
Transfer Provisions:	The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.
Disclaimer:	This term sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This term sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
Confidentiality:	The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL . The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
Governing Law:	State of Texas

Regions Contact: John D. Taylor
Senior Vice President
Regions Bank
Government and Institutional Banking
3773 Richmond Ave., Suite 1000
Houston, TX 77046
832-730-5710
John.taylor@regions.com

Thank you for your consideration. The Lender is willing to discuss the terms reflected herein through July 25, 2018. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are available to promptly respond to any of your questions, and we look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'John D. Taylor', with a stylized flourish at the end.

John D. Taylor
On behalf of Regions Capital Advantage, Inc. and
Regions Commercial Equipment Finance Corporation,
by express authority

Exhibit B

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction or failure of the Attorney General of Texas to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B.

Borrower Signature:

By: _____

Name: _____

Title: _____