

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - MAY 23, 2019 - 1:15 PM
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Reverend Susan Kennard - Trinity Episcopal Church
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 - a. National Beach Safety Week Proclamation
 - b. Motorcycle Safety Awareness Month Proclamation
 - c. Galveston University Spring 2019 Graduates Proclamation
 - d. Galveston County Health District Presentation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
 - 6.B. 2019 Landmark Commission Annual Report And Awards (C. Gorman)

Documents:

[END OF YEAR REPORT - LC.PDF](#)
 - 6.C. City Manager's Report - The Investment Report For Quarter Ended March 31, 2019 (M. Loftin)

Documents:

7. COMMUNICATIONS AND PETITIONS

7. A. Claims:

19-028 - Joseph Norris, 19-029 - Anne Spence, 19-030 - Marisol Reyes, 19-031 - Alva Ray Conveney, 19-032 - Shane McDermott, 19-033 - Hud Hopkins, 19-034 - Matthew Guss, 19-035 - Vivian Jones/Mary Evans

8. PUBLIC HEARINGS

8.A. Galveston Landmark Designation - 3329 Avenue Q 1/2

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At **3329 Avenue Q 1/2**, As A "Galveston Landmark", Property Is Legally Described As West 40 Feet Of 34th Street (2000-2) Southwest Block 112 Galveston Outlots, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer 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; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number **19P-023**; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[19LC-021 CC STF W ORD.PDF](#)

8.B. Galveston Landmark Designation - 4502 Avenue O

Consider for Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 4502 Avenue O, As A "Galveston Landmark", Property Is Legally Described As Lot 3 And The Eastern Portion Of Lot 2 And The Western Portion Of Lots 13, 14, And 15, Block 84 Denver Resurvey, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer 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; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 19P-024; , Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[19P-024 STF RPT WITH ORD.PDF](#)

9. PUBLIC COMMENT

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. An Ordinance Amending Chapter 2, "Administration", Article Iv, "Boards, Commissions, And Committees", Section 2, "Galveston Commission For The Arts"

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 2, "Administration", Article Iv, "Boards, Commissions, And Committees", Section 2, "Galveston Commission For The Arts", Of "The Code Of The City Of Galveston 1982, As Amended" Changing The Name Of The Commission, The Composition Of The Commission, Allowing The Election Of A Secretary, Allowing The Commission To Function As An Advisory Entity To City Council For The Purpose Of Assisting The Award Of Grants For Public Art Projects, Setting The Number And Dates Of Meetings Of The Commission, Mandating Such Meetings Take Place At City Hall, Creating A Procedure For The Award Of Grants For Public Art Projects; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (B. Sanderson)

Documents:

[GALVESTON CULTURAL ARTS COMMISSION.PDF](#)
[EXHIBIT A ORDINANCE FOR CULTURAL COMMISSION OF THE ARTS.DOC](#)
[ORDINANCE AMENDING CULTURAL COMMISSION OF THE ARTS.DOCX](#)

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, Endorsing The Appointments Of Certain Individuals To The "Galveston County United Board Of Health"; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Galveston County Health District; Providing For Findings Of Fact And Providing For An Effective Date.

Documents:

[RES. NO. 19-___ RESOLUTION GALVESTON COUNTY BOARD OF HEALTH APPOINTMENTS 2019 \(FINAL\).DOCX](#)

- 11.B. Consider For Approval Accepting The City Auditor's Final Report On Port Of Galveston Insurance Proceeds Audit SP2019-1. (G. Bulgherini)

Documents:

[PORT OF GALVESTON INSURANCE PROCEEDS AUDIT SP2019-1 FINAL.PDF](#)

- 11.C. Consider For Approval An Extension Of Agreement With Applied GRT For Consulting And Expert Services Related To The 59th Street Pump Station. (Legal)

Documents:

[STAFF REPORT EXTENSION OF GRT CONSULTING EXPERT SERVICES 59TH STREET PUMP STATION.PDF](#)
[EXTENSION OF GRT CONTRACT CONSULTING EXPERT SERVICES OF 59TH PUMP STATION PROJECT.PDF](#)

- 11.D. Consider For Action Approval Of A Contract With Whitley Penn For External Audit Services. (M. Loftin)

Documents:

[EXTERNAL INDEPENDENT AUDITOR CONTRACT 2019.PDF](#)
[RFP 18-20 COST PROPOSAL WHITLEYPENN.PDF](#)
[WHITLEY PENN CONTRACT RFP 18-20 AUDITING SERVICES.PDF](#)

- 11.E. Consider For Approval Additional Funding For Professional Legal Services From The Law Firm Of Lloyd Gosselink In The Amount Of \$30,000.00 Related To Water And Sewer Legal Issues. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A. Grasso)

Documents:

[LLOYD GOSSELINK LEGAL WORK \(2019\) STAFF REPORT.PDF](#)

- 11.F. Consider For Approval A Professional Service Agreement With Utilis Inc. In The Amount Of \$65,000.00 For Satellite System Surveys Of The City's Water System To Reduce Water Leakage And Lost Revenue In The City Of Galveston (RFP #19-09 "Water Loss Mitigation/Non-Revenue Water Loss Control Program Plan). (A. Grasso)

Documents:

[UTILIS INC. - SATELLITE SYSTEM SURVEYS TO REDUCE WATER LEAKAGE AND LOST REVENUE.PDF](#)

- 11.G. Consider For Approval Awarding The Request For Proposal On The Annual Contract For Landscaping Maintenance And Grass Mowing Services (RFP 19-19) To Beach Town Lawn Services, LLC For An Amount Not To Exceed \$84,999.92 Per Year. (A. Grasso)

Documents:

[BEACH TOWN LAWN SERVICES, LLC - ANNUAL LANDSCAPING AND GRASS MOWING SERVICES.PDF](#)

- 11.H. Consider For Approval Of A Contract With Main Lane Industries, Ltd., For The 25th Street Improvements - Broadway To Seawall Project (RFP #19-15) In The Amount Of \$6,730,519.00 (Estimated Total Cost Of Project Not To Exceed \$7,600,519.00). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[MAIN LANE - 25TH ST - BROADWAY TO SEAWALL.PDF](#)

- 11.I. Consider For Approval Accepting All Public Infrastructure Improvements For Beachside Village, Section 5 For The Initial Two-Year Maintenance Period. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[BEACHSIDE VILLAGE SECT 5 ACCEPTANCE.PDF](#)

- 11.J. Consider For Approval Change Order #9 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project, Decreasing The Contract Amount From \$2,696,089.53 By \$165,847.50 To The Final Cost Of \$2,530,242.03. (R. Blackketter)

Documents:

[TRIPLE B SERV - SEALY - CO9 \(FINAL\).PDF](#)

- 11.K. Consider For Approval Of Change Order No. 2 To The Contract With Alamo Environmental Inc. Dba Alamo1, For The City Of Galveston Incinerator Demolition And Concrete Cap Construction Project, Decreasing The Contract By \$91,402.67, From The Amount Of \$4,495,565.75 To A New Total Amount Of \$4,404,163.08. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[ALAMO1 - INCINERATOR DEMO AND CAP - CO2.PDF](#)

- 11.L. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source Provider For The Installation Of New, Decorative Streetlights As Part Of The 27th Street Improvements Phase II From Avenue O To Seawall Boulevard Project In The Amount Of \$119,211.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[CENTERPOINT - 27TH ST PH II IMP LIGHTING.PDF](#)

- 11.M. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source Provider For The Installation Of New, Decorative Streetlights As Part Of The 45th Street Improvements From Broadway To Seawall Boulevard Project In The Amount Of \$294,057.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[CENTERPOINT - 45TH ST IMP LIGHTING.PDF](#)

- 11.N. Consider For Approval Of Change Order #2 To The Contract With Construction LTD, For The Fire Station #1 New Site Construction And Existing Site Demolition Project Increasing The Contract By \$72,639.00, From The Amount Of \$9,621,500.00 To The Amount Of \$9,698,344.00, And Extending The Contract Term By 30 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[CONSTRUCTION LTD - FS 1 - CO2.PDF](#)

- 11.O. Consider For Approval Of Change Order #4 To The Contract With Triple B Services, L.L.P., For The 33rd Street Improvements From Broadway Avenue To Harborside Drive Project Decreasing The Contract By \$15,008.78, From The Amount Of \$880,737.37 To A New Total Amount Of \$865,728.59. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[TRIPLE B - 33RD BROADWAY TO HARBORSIDE - CO4 \(FINAL\).PDF](#)

- 11.P. Consider For Approval Of The Purchase Of A 24 Inch Gate Valve From Triple B

Services, LLC, For The Amount Of \$16,210.00. This Gate Valve Is To Be Used For The Upcoming 24 Inch Waterline From 59th Street Pump Station To Airport Pump Station Project. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[TRIPLE B SERV - 24IN GV.PDF](#)

- 11.Q. Consider For Approval The Purchase And Installation Of New Fitness Equipment For The McGuire-Dent Recreation Center, In The Amount Of \$13,080.22, From Marathon Fitness (Buyboard Contract #583-19). (M. Rabago)

Documents:

[STAFF REPORT - FREE WEIGHTS AND SMITH MACHINE MCGUIRE DENT 5-2019.PDF](#)

- 11.R. Consider For Approval Of RFP No. 19-04 Disaster Recovery Base Camps-Worker & Public Shelters, Between The City Of Galveston And Cotton Commercial, A 3 Year Contract With The Option For Up To Two (2), One (1) Year Extensions And Authorizing The City Manager To Execute The Contract. (M. Wisko)

Documents:

[EOC - BASE CAMP -STAFF REPORT.PDF](#)
[EOC BASE CAMP - COTTON COMMERCIAL CONTRACT VENDOR SIGNED WITH EXHIBIT A RFP 19-04.PDF](#)

- 11.S. Consider For Approval The Purchase Of A Washer/Extractor And Turn Out Gear Drying Cabinets In The Amount Of \$24,669.00. (M. Wisko)

Documents:

[TEXAS LAUNDRY SERVICE CO.03192019\(REVISED\).PDF](#)
[TEXAS LAUNDRY SERVICE COMPANY.STAFF REPORT.PDF](#)

- 11.T. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment From Caldwell Country Through Buy Board For A Total Price Of \$93,926 Which Will Replace Two Vehicles That Were Involved In An Auto Accident. This Purchase Is Contingent Upon The Cities Insurance Settlement. The Funding Source Will Be The Insurance Settlement, And The Capital Outlay Account. (D. Smith)

Documents:

[CALDWELL TOTALED TAHOES PURCHASE PACKET.PDF](#)

- 11.U. Consider For Approval An Amendment To Contract CON-COG-17-250 With ABM Texas General Services, Inc. For Janitorial Services, Removing The \$37,356.54 Cap, Authorizing The City Manager To Execute The Amended Contract (C. Kenworthy)

Documents:

[CON - COG-CON-17-250 - ABM - JANITORIAL SERVICES - 02_02_2018 \(002\).PDF](#)
[ABM CONTRACT AMENDMENT FOR COUNCIL APPROVAL.PDF](#)

11.V. Receive And File The 2019 Workforce Demographic Report (K. Etienne)

Documents:

[2019 WORKFORCE DEMOGRAPHIC REPORT.PDF](#)

12. ACTION ITEMS

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 May 17, 2019 at 12:00 P.M.

Manuela "Nellie" De La Fuente, Asst. City Secretary

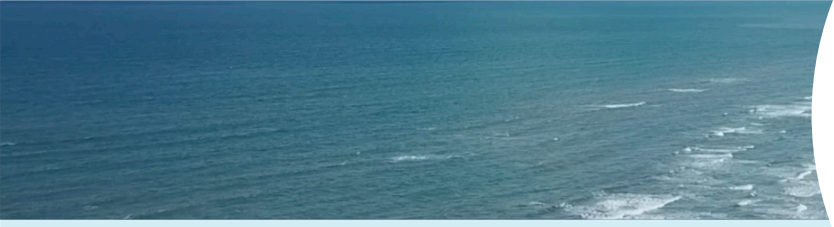
IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).



YEAR-END REPORT 2018

LANDMARK COMMISSION,





LANDMARK COMMISSION OVERVIEW

THE LANDMARK COMMISSION WORKS TO PROTECT, ENHANCE, AND PROMOTE LANDMARKS AND DISTRICTS OF HISTORICAL IMPORTANCE IN THE CITY. THE COMMISSION'S MAIN DUTY IS TO REVIEW EXTERIOR MODIFICATIONS PROPOSED FOR HISTORICALLY DESIGNATED BUILDINGS. THE COMMISSION CONSISTS OF SEVEN MEMBERS AND TWO ALTERNATES APPOINTED BY CITY COUNCIL. BY ORDINANCE, THE MEMBERSHIP MUST CONSIST OF, AT LEAST, FOUR OWNERS OF HISTORICALLY DESIGNATED BUILDINGS, A DESIGN PROFESSIONAL, AND TWO AT-LARGE MEMBERS.

MEETINGS

Regular Meetings	19
Special Meetings	2
Workshops	2
Annual Project Work Session	0
Meeting and Workshop Total	23

MEETING TIME

Average	1 hour, 8 mins
Longest	2 hours, 25 mins
Shortest	14 mins
Total	23 hours, 45 mins
Workshop Total	2 hours
Meeting and Workshop Total	25 hours, 45 mins

CASES

Abandonment	0	0%
Appeal of Staff Determination, NCD	0	0%
Certificate of Appropriateness	53	71%
Demolition	0	0%
Landmark Designation	4	5%
License to Use Recommendation	5	7%
New Construction	0	0%
Planning Administration (PA)	2	3%
Specific Use Permit Recommendation	1	1%
Tax Certification	7	9%
Tax Verification	2	3%
Variance Recommendation	0	0%
Zoning Amendment	1	1%
Total	75	

OUTCOMES

Approval with Staff's Recommendations	43	57%
Approval with Changes	10	13%
Denial	6	8%
Recommendation of Approval to other bodies (Planning Commission, ZBA, City Council)	12	16%
Recommendation of Denial to other bodies (Planning Commission, ZBA, City Council)	2	3%
Pending	0	0%
Withdrawn	2	3%

APPROVED AS SUBMITTED

Yes	31	41%
No	23	31%
N/A	21	28%

DISTRIBUTION

Cedar Lawn NCD	0	0%
East End	26	35%
Galveston Landmark	11	15%
Lost Bayou	12	16%
Other	1	1%
San Jacinto NCD	0	0%
Silk Stocking	14	19%
Strand/Mechanic	11	15%

ADMIN APPROVALS

Commercial	10
Demolition	2
Electrical	66
Fences	39
House Move	0
License to Use	13
Mechanical	52
Plumbing	102
Residential	72
Roofs	75
Signs	21
Swimming Pool	4
TOTAL	456

ABSENCES

Gonzalez	2
Griffin	2
Heatley	4
Huddleston	1
Lakin	4
McLean	3
Oelze	2
Patterson	2
Schwenk	5
Collins	1





City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

May 23, 2019

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

From: Michael Loftin, Assist. City Manager Finance

RE: The investment report for quarter ended March 31, 2019 presented as part of the City Manager's report.

I. Background

As provided by state law and the City's local policy, not less than quarterly, the investment officers prepare and submit to the governing body of the City a written report of investment transactions for all funds covered by Texas Government Code Section 256.023 for the preceding reporting period.

II. Current Situation

The City approved investment advisory consulting firm, Hilltop Securities Asset Management prepared and submitted the quarter report at the investment committee meeting held on April 30, 2019.

The City's investment portfolio market value totaled over \$166M at March 31, 2019 up from previous quarter by \$41M primarily due to the \$32,750,000 Combination Tax and Revenue Certificates of Obligation bond proceeds deposit on February 14, 2019. The portfolio included U.S. Treasuries and Federal Agency securities along with balances in money market mutual funds and local government investment pools. The City of Galveston's Investment Committee reviewed and accepted the report. The weighted average yield to maturity of the investment portfolio was 2.446% up from 2.147% at December 31, 2018.

III. Recommendations

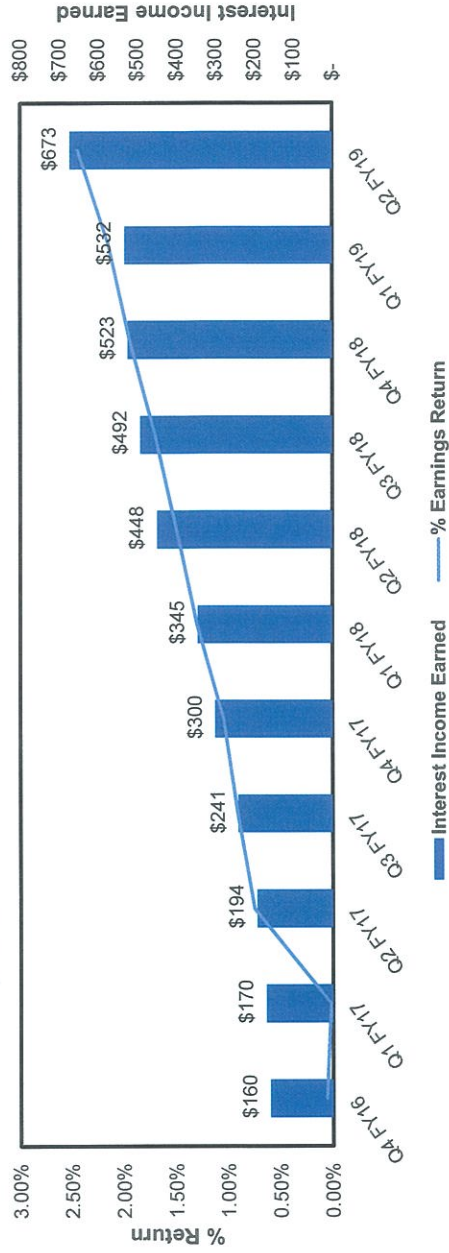
Make available the City's quarter ending March 31, 2019 Investment Report.

IV. Fiscal Impact Report

None.



City of Galveston Investment Performance (Thousands)





Investment Portfolio Summary

City of Galveston



For the Quarter Ended

March 31, 2019

Report Name

Certification Page
Executive Summary
Benchmark Comparison
Detail of Security Holdings
Change in Value
Earned Income
Investment Transactions
Amortization and Accretion
Projected Fixed Income Cash Flows

MARKET RECAP - MARCH 2019:

Fixed income investors and the Fed finally threw in the towel on rate hikes, succumbing to signs of a global economic slowdown, even as most domestic economic data continued to paint a mixed picture. The 35 day government shutdown earlier in the year has wreaked havoc on much of the data. In addition to delayed release schedules and problematic seasonal adjustments, it's apparent that the shutdown had a negative impact on economic activity in December and January, and that February and March are enjoying a bit of a snapback. The first release of Q4 2018 GDP showed the economy expanded at a +2.6% annualized pace. However, downward revisions to December retail sales pushed the final Q4 GDP measure down to +2.2%. February's headline retail sales fell by -0.2%, well below the expected +0.2% advance, although a positive revision to January eased the disappointment. The ISM manufacturing data also fell short of expectations as the February reading slid to 54.2, the weakest in two years. On the other hand, the ISM non-manufacturing (service sector) index jumped to 59.7 in February, within 1.6 points of an all-time high. The new orders component surged to 64.7, the highest reading in three decades of record keeping.

The February employment report only added to the confusion as nonfarm payrolls rose by a meager +20k, ridiculously short of the +180k median forecast. Meanwhile, January's gain was revised upward to +311k. So, February was really bad and January was really good. The two-month average is a solid +165k, while the five-month average is still a very strong +206k. The unemployment rate slipped back to 3.8%, just a tenth higher than the 49-year low point in September. Average hourly earnings advanced to a +3.4% year-over-year pace, the fastest wage growth in a decade. In short, the job market remains quite healthy by most any measure. Housing data was mixed, an adjective that could be used to describe much of the economic data released during March. Importantly, inflation remains well contained and the upward trend seen through the first half of last year has been stymied. The headline consumer price index slipped to +1.5% year-over-year, the lowest since September 2016. Core CPI fell to +2.1%, while the Fed's preferred measure, core PCE, is running at a +1.8% pace.

The Fed has taken notice of the moderating inflation trends with Chair Powell acknowledging the FOMC has failed to attain its inflation objectives. With economic growth sputtering and inflation trending lower, the Fed has made a complete about-face. Recall that in December, not only did the FOMC raise the overnight fed funds target rate by 25 basis points, but their dot plot also indicated they expected to hike three more times during 2019. Just three months later at the March FOMC meeting, those plans were thrown out the window with the dot plot calling for zero rate increases this year. Furthermore, the Fed will halt their balance sheet runoff, or quantitative tightening, in the coming months. The dovish shift by a now patient Fed sparked yet another bond market rally. At this point, not only have rate hikes been priced out of the market, but some investors now see rate cuts on the horizon and yield curve inversions have become even more pronounced. The 10-year Treasury note yield closed the month at 2.40%, just below the one-month T-bill. The two-year T-note yield fell to 2.26%, 71 basis points below last November's 2.97% high point, while the three-year dropped even further to 2.20%. Lower interest rates and an accommodative Fed provided a boost to equity markets, which extended their rally from December's swoon.

For the Quarter Ended

March 31, 2019

This report is prepared for the **City of Galveston** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Michael W. Loftin

Name: Michael W. Loftin

Title: Asst. City Manager-Finance

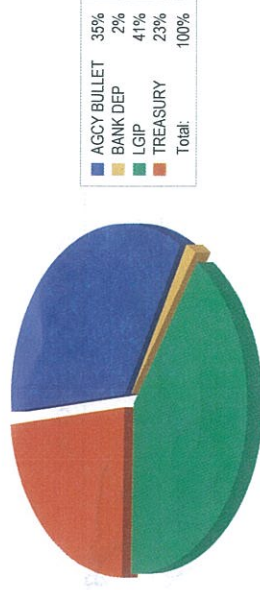
Tammy Y. Jacobs

Name: Tammy Y. Jacobs

Title: Executive Director & City Controller

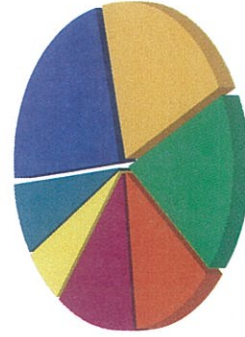
Account Summary

	Beginning Values as of 12/31/18	Ending Values as of 03/31/19
Par Value	125,636,364.62	166,431,213.05
Market Value	125,174,858.32	166,052,313.07
Book Value	125,266,676.12	166,034,143.46
Unrealized Gain/(Loss)	(91,817.80)	18,169.61
Market Value %	99.93%	100.01%
Weighted Avg. YTW	2.147%	2.446%
Weighted Avg. YTM	2.147%	2.446%

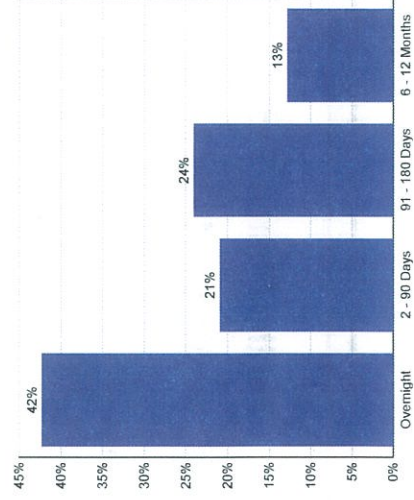


Allocation by Security Type

Allocation by Issuer

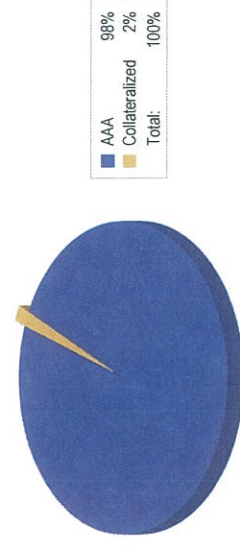


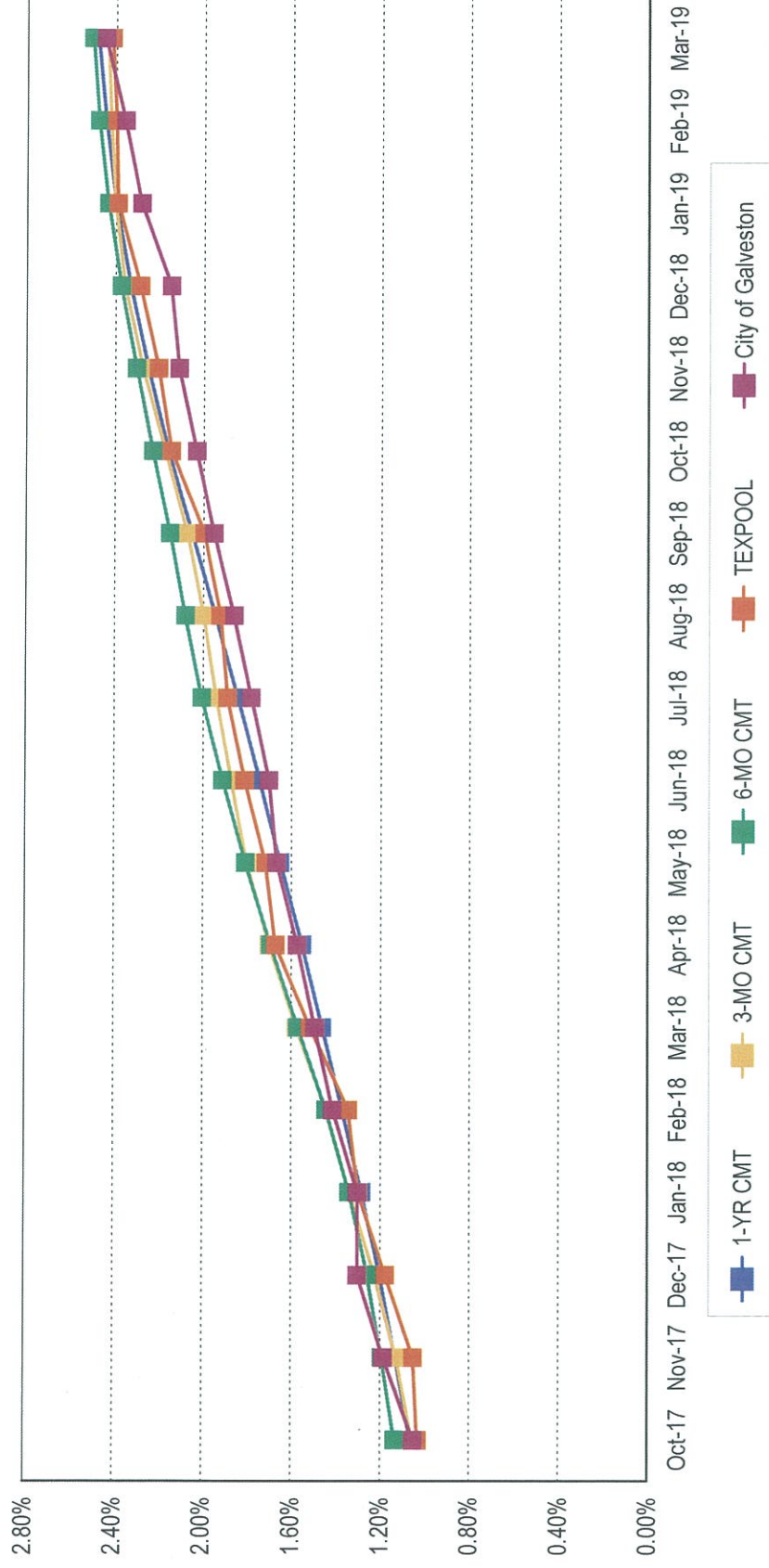
Maturity Distribution %



Weighted Average Days to Maturity: 72

Credit Quality





Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Operating Fund																	
FROSTGLVS		BANK DEP	Frost Bk Sweep - Repo					2,650,000.00	100.000	2,650,000.00	2,650,000.00	100.000	2,650,000.00	1		1.320	1.320
LOGIC		LGP	LOGIC					35,117,530.64	100.000	35,117,530.64	35,117,530.64	100.000	35,117,530.64	1		2.601	2.601
TEXPOOL		LGP	TexPool					30,826,005.32	100.000	30,826,005.32	30,826,005.32	100.000	30,826,005.32	1		2.416	2.416
TXDAILY		LGP	TexasDAILY					1,586,677.09	100.000	1,586,677.09	1,586,677.09	100.000	1,586,677.09	1		2.410	2.410
3137TEADZ9	02/01/18	AGCY BULET	FHLMC	1.125	04/15/19			5,000,000.00	98.940	4,947,000.00	4,998,279.30	99.948	4,997,400.00	15		2.019	2.019
912828S18	02/09/18	TREAS NOTE	U.S. Treasury	1.250	04/30/19			5,000,000.00	99.066	4,953,320.31	4,996,917.60	99.895	4,994,750.00	30		2.027	2.027
3133EJBZ1	03/16/18	AGCY BULET	FFCB	2.000	05/08/19			6,000,000.00	99.814	5,988,819.00	5,998,986.48	99.964	5,997,840.00	38		2.166	2.166
912828R44	05/02/18	TREAS NOTE	U.S. Treasury	0.875	05/15/19			2,000,000.00	98.559	1,971,171.88	1,996,597.24	99.808	1,996,160.00	45		2.291	2.291
3130ABF92	04/10/18	AGCY BULET	FHLB	1.375	05/28/19			3,700,000.00	99.103	3,666,808.48	3,695,334.89	99.831	3,693,747.00	58		2.180	2.180
313379EE5	06/11/18	AGCY BULET	FHLB	1.625	06/14/19			1,000,000.00	99.274	992,740.00	998,531.46	99.842	998,420.00	75		2.358	2.358
3133XTYY6	05/15/18	AGCY BULET	FHLB	4.375	06/14/19			4,000,000.00	102.123	4,084,920.00	4,016,058.44	100.391	4,015,640.00	75		2.372	2.372
912828R85	05/22/18	TREAS NOTE	U.S. Treasury	0.875	06/15/19			3,000,000.00	98.434	2,953,007.81	2,990,857.56	99.672	2,990,160.00	76		2.372	2.372
3130AEGY0	06/18/18	AGCY BULET	FHLB	2.375	06/18/19			3,000,000.00	99.996	2,999,880.00	2,999,974.17	99.989	2,999,670.00	79		2.379	2.379
3135G0ZE6	07/03/18	AGCY BULET	FNMA	1.750	06/20/19			2,000,000.00	99.402	1,988,040.00	1,997,263.76	99.840	1,996,800.00	81		2.381	2.381
912828S43	08/17/18	TREAS NOTE	U.S. Treasury	0.750	07/15/19			4,590,000.00	98.504	4,521,329.30	4,568,016.47	99.500	4,567,050.00	106		2.421	2.421
3137EAE81	07/16/18	AGCY BULET	FHLMC	0.875	07/19/19			3,000,000.00	98.481	2,954,430.00	2,986,359.87	99.525	2,985,750.00	110		2.409	2.409
3133EJPT0	08/07/18	AGCY BULET	FFCB	2.350	07/22/19			1,600,000.00	99.911	1,598,576.00	1,599,542.11	100.003	1,600,046.00	113		2.444	2.444
912828WW6	07/25/18	TREAS NOTE	U.S. Treasury	1.625	07/31/19			3,000,000.00	99.195	2,975,859.38	2,992,014.48	99.723	2,991,690.00	122		2.431	2.431
3130A8Y72	09/17/18	AGCY BULET	FHLB	0.875	08/05/19			3,500,000.00	98.522	3,448,270.00	3,479,736.47	99.455	3,480,925.00	127		2.578	2.578
3137EAEH8	09/10/18	AGCY BULET	FHLMC	1.375	08/15/19			2,000,000.00	98.960	1,991,639.42	1,991,639.42	99.615	1,992,300.00	137		2.512	2.512
3130AETQ3	08/29/18	AGCY BULET	FHLB	2.375	08/22/19			1,875,000.00	99.904	1,874,278.82	1,874,278.82	99.964	1,874,325.00	144		2.474	2.474
3135G0P49	09/28/18	AGCY BULET	FNMA	1.000	08/28/19			2,000,000.00	98.544	1,970,880.00	1,987,050.88	99.405	1,988,100.00	150		2.617	2.617
3135G0P49	10/12/18	AGCY BULET	FNMA	1.000	08/28/19			7,500,000.00	98.586	7,393,917.68	7,450,760.93	99.405	7,455,375.00	150		2.640	2.640
3135G0ZG1	11/16/18	AGCY BULET	FNMA	1.750	09/12/19			3,000,000.00	99.212	2,976,360.00	2,987,107.98	99.681	2,990,430.00	165		2.724	2.724
912828ZC4	11/30/18	TREAS NOTE	U.S. Treasury	0.875	09/15/19			1,525,000.00	98.609	1,503,792.97	1,512,778.25	99.305	1,514,401.25	168		2.665	2.665
912828ZC4	01/28/19	TREAS NOTE	U.S. Treasury	0.875	09/15/19			3,500,000.00	98.945	3,463,085.94	3,473,255.80	99.305	3,475,675.00	168		2.581	2.581
3130A9EP2	11/16/18	AGCY BULET	FHLB	1.000	09/26/19			3,000,000.00	98.544	2,956,320.00	2,975,233.20	99.304	2,979,120.00	179		2.721	2.721
912828T59	02/26/19	TREAS NOTE	U.S. Treasury	1.000	10/15/19			5,000,000.00	99.043	4,952,148.44	4,969,194.85	99.223	4,961,150.00	198		2.535	2.535
3135G0R39	01/28/19	AGCY BULET	FNMA	1.000	10/24/19			3,486,000.00	98.857	3,446,155.02	3,455,545.64	99.182	3,457,484.52	207		2.570	2.570
3136G0T68	02/07/19	AGCY BULET	FNMA	1.330	10/24/19			1,975,000.00	99.146	1,958,142.19	1,961,671.95	99.363	1,962,419.25	207		2.543	2.543
912828F62	02/07/19	TREAS NOTE	U.S. Treasury	1.500	10/31/19			4,000,000.00	99.254	3,970,156.25	3,976,153.40	99.441	3,977,640.00	214		2.541	2.541
912828U32	03/11/19	TREAS NOTE	U.S. Treasury	1.000	11/15/19			5,000,000.00	98.984	4,949,218.75	4,953,535.25	99.109	4,955,450.00	229		2.516	2.516

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Operating Fund																	
912828U32	03/15/19	TREAS NOTE	U.S. Treasury	1.000	11/15/19			2,000,000.00	98.992	1,979,843.75	1,981,253.74	99.109	1,982,180.00	229		2.529	2.529
Total for Operating Fund									99.501	165,596,806.20	166,034,143.46	99.773	166,052,313.07	72		2.446	2.446
Total for City of Galveston									99.501	165,596,806.20	166,034,143.46	99.773	166,052,313.07	72		2.446	2.446



HilltopSecurities
Asset Management.

City of Galveston
Change in Value
From 12/31/2018 to 03/31/2019

CUSIP	Security Type	Security Description	12/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/19 Book Value	12/31/18 Market Value	03/31/19 Market Value	Change in Mkt Value
Operating Fund											
FROSTGLVS	BANK DEP	FrostBk Sweep - Repo	6,938,000.00	0.00	(4,288,000.00)	0.00	0.00	2,650,000.00	6,938,000.00	2,650,000.00	(4,288,000.00)
LOGIC	LGIP	LOGIC	0.00	35,117,530.66	0.00	0.00	0.00	35,117,530.64	0.00	35,117,530.64	35,117,530.64
TEXPOOL	LGIP	TexPool	14,330,976.64	21,427,627.76	(4,932,599.08)	0.00	0.00	30,826,005.32	14,330,976.64	30,826,005.32	16,495,028.68
TXDAILY	LGIP	TexasDAILY	1,077,387.98	785,960.66	(276,671.55)	0.00	0.00	1,586,677.09	1,077,387.98	1,586,677.09	509,289.11
3133EGZ9	AGCY CALL	FFCB 1.000 01/07/19	4,999,443.95	0.00	(5,000,000.00)	556.05	0.00	0.00	4,999,100.00	0.00	(4,999,100.00)
3133EHQF3	AGCY BULET	FFCB 1.350 01/07/19	2,999,975.25	0.00	(3,000,000.00)	24.75	0.00	0.00	2,999,610.00	0.00	(2,999,610.00)
3130AAE46	AGCY BULET	FHLB 1.250 01/16/19	2,999,420.01	0.00	(3,000,000.00)	579.99	0.00	0.00	2,998,440.00	0.00	(2,998,440.00)
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	5,996,794.74	0.00	(6,000,000.00)	3,205.26	0.00	0.00	5,994,240.00	0.00	(5,994,240.00)
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	2,999,376.66	0.00	(3,000,000.00)	623.34	0.00	0.00	2,997,560.00	0.00	(2,997,560.00)
3135G0J53	AGCY BULET	FNMA 1.000 02/26/19	4,993,917.55	0.00	(5,000,000.00)	6,082.45	0.00	0.00	4,988,500.00	0.00	(4,988,500.00)
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	4,997,140.35	0.00	(5,000,000.00)	2,859.65	0.00	0.00	4,990,750.00	0.00	(4,990,750.00)
912828P95	TREAS NOTE	U.S. Treasury 1.000 03/15/19	1,995,627.66	0.00	(2,000,000.00)	4,372.34	0.00	0.00	1,994,380.00	0.00	(1,994,380.00)
3137EADZ9	AGCY BULET	FHLMC 1.125 04/15/19	4,987,217.75	0.00	0.00	11,061.55	0.00	4,998,279.30	4,980,400.00	4,997,400.00	17,000.00
912828S18	TREAS NOTE	U.S. Treasury 1.250 04/30/19	4,987,351.50	0.00	0.00	9,566.10	0.00	4,996,917.60	4,979,450.00	4,994,750.00	15,300.00
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	5,996,521.20	0.00	0.00	2,465.28	0.00	5,998,986.48	5,989,020.00	5,997,840.00	8,820.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	1,989,637.06	0.00	0.00	6,960.18	0.00	1,996,597.24	1,988,200.00	1,996,160.00	7,960.00
3130ABF92	AGCY BULET	FHLB 1.375 05/28/19	3,687,968.93	0.00	0.00	7,365.96	0.00	3,695,334.89	3,680,982.00	3,693,747.00	12,765.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	996,720.93	0.00	0.00	1,810.53	0.00	998,531.46	995,360.00	998,420.00	3,060.00
3133XTYY6	AGCY BULET	FHLB 4.375 06/14/19	4,035,856.52	0.00	0.00	(19,798.08)	0.00	4,016,058.44	4,030,440.00	4,015,640.00	(14,800.00)
912828R85	TREAS NOTE	U.S. Treasury 0.875 06/15/19	2,979,886.65	0.00	0.00	10,970.91	0.00	2,990,857.56	2,978,100.00	2,990,160.00	12,060.00
3130AEGY0	AGCY BULET	FHLB 2.375 06/18/19	2,999,944.02	0.00	0.00	30.15	0.00	2,999,974.17	2,996,070.00	2,999,670.00	3,600.00
3135G0ZE6	AGCY BULET	FNMA 1.750 06/20/19	1,994,146.52	0.00	0.00	3,117.24	0.00	1,997,263.76	1,992,100.00	1,996,800.00	4,700.00
912828S43	TREAS NOTE	U.S. Treasury 0.750 07/15/19	4,549,251.27	0.00	0.00	18,765.20	0.00	4,568,016.47	4,546,073.70	4,567,050.00	20,976.30
3137EAEB1	AGCY BULET	FHLMC 0.875 07/19/19	2,975,020.11	0.00	0.00	11,339.76	0.00	2,986,359.87	2,970,570.00	2,985,750.00	15,180.00
3133EJPT0	AGCY BULET	FFCB 2.350 07/22/19	1,599,170.74	0.00	0.00	371.37	0.00	1,599,542.11	1,597,504.00	1,600,048.00	2,544.00
912828WW6	TREAS NOTE	U.S. Treasury 1.625 07/31/19	2,986,130.52	0.00	0.00	5,883.96	0.00	2,992,014.48	2,983,950.00	2,991,690.00	7,740.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	3,465,087.22	0.00	0.00	14,649.25	0.00	3,479,736.47	3,462,445.00	3,480,925.00	18,480.00
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	1,986,052.90	0.00	0.00	5,586.52	0.00	1,991,639.42	1,982,900.00	1,992,300.00	9,400.00
3130AETQ3	AGCY BULET	FHLB 2.375 08/22/19	1,873,020.12	0.00	0.00	458.70	0.00	1,874,278.82	1,870,762.50	1,874,325.00	3,562.50
3135G0P49	AGCY BULET	FNMA 1.000 08/28/19	9,400,118.01	0.00	0.00	37,693.80	0.00	9,437,811.81	9,393,505.00	9,443,475.00	49,970.00
3135G0ZG1	AGCY BULET	FNMA 1.750 09/12/19	2,979,939.27	0.00	0.00	7,168.71	0.00	2,987,107.98	2,979,900.00	2,990,430.00	10,530.00
912828ZG4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	1,506,152.17	3,463,085.94	0.00	16,795.94	0.00	4,986,034.05	1,506,181.50	4,990,076.25	3,483,894.75
3130A9EP2	AGCY BULET	FHLB 1.000 09/26/19	2,962,621.92	0.00	0.00	12,611.28	0.00	2,975,233.20	2,961,900.00	2,979,120.00	17,220.00
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	0.00	4,952,148.44	0.00	7,046.41	0.00	4,959,194.85	0.00	4,961,150.00	4,961,150.00

CUSIP	Security Type	Security Description	12/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/19 Book Value	12/31/18 Market Value	03/31/19 Market Value	Change in Mkt Value
Operating Fund											
3135G0R39	AGCY BULET	FNMA 1.000 10/24/19	0.00	3,446,155.02	0.00	9,390.62	0.00	3,455,545.64	0.00	3,457,484.52	3,457,484.52
3136G0T68	AGCY BULET	FNMA 1.330 10/24/19	0.00	1,958,142.19	0.00	3,529.76	0.00	1,961,671.95	0.00	1,962,419.25	1,962,419.25
912828F62	TREAS NOTE	U.S. Treasury 1.500 10/31/19	0.00	3,970,156.25	0.00	5,997.15	0.00	3,976,153.40	0.00	3,977,640.00	3,977,640.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	0.00	6,929,062.50	0.00	5,726.49	0.00	6,934,788.99	0.00	6,937,630.00	6,937,630.00
Total for Operating Fund			125,266,676.12	82,049,869.42	(41,497,270.63)	214,868.57	0.00	166,034,143.46	125,174,858.32	166,052,313.07	40,877,454.75
Total for City of Galveston			125,266,676.12	82,049,869.42	(41,497,270.63)	214,868.57	0.00	166,034,143.46	125,174,858.32	166,052,313.07	40,877,454.75

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Operating Fund									
FROSTGLVS	BANK DEP	Frost Bk Sweep - Repo		17,090.25	17,090.25	0.00	0.00	0.00	17,090.25
LOGIC	LGIP	LOGIC	0.00	114,998.09	114,998.09	0.00	0.00	0.00	114,998.09
TEXPOOL	LGIP	TexPool	0.00	195,028.68	195,028.68	0.00	0.00	0.00	195,028.68
TXDAILY	LGIP	TexasDAILY	0.00	7,815.24	7,815.24	0.00	0.00	0.00	7,815.24
3133EGJZ9	AGCY CALL	FFCB 1.000 01/07/19	24,166.67	833.33	25,000.00	0.00	0.00	556.05	1,389.38
3133EHQF3	AGCY BULET	FFCB 1.350 01/07/19	19,575.00	675.00	20,250.00	0.00	0.00	24.75	699.75
3130AAE46	AGCY BULET	FHLB 1.250 01/16/19	17,187.50	1,562.50	18,750.00	0.00	0.00	579.99	2,142.49
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	28,247.28	5,502.72	33,750.00	0.00	0.00	3,205.26	8,707.98
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	18,125.00	4,375.00	22,500.00	0.00	0.00	623.34	4,998.34
3135GOU53	AGCY BULET	FNMA 1.000 02/26/19	17,361.11	7,638.89	25,000.00	0.00	0.00	6,082.45	13,721.34
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	23,541.67	13,958.33	37,500.00	0.00	0.00	2,859.65	16,817.98
912828P95	TREAS NOTE	U.S. Treasury 1.000 03/15/19	5,966.85	4,033.15	10,000.00	0.00	0.00	4,372.34	8,405.49
3137EADZ9	AGCY BULET	FHLMC 1.125 04/15/19	11,875.00	14,062.50	0.00	0.00	25,937.50	11,061.55	25,124.05
912828ST8	TREAS NOTE	U.S. Treasury 1.250 04/30/19	10,704.42	15,538.67	0.00	0.00	26,243.09	9,566.10	25,104.77
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	17,666.67	30,000.00	0.00	0.00	47,666.67	2,465.28	32,465.28
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	2,272.10	4,350.83	0.00	0.00	6,622.93	6,960.18	11,311.01
3130ABF92	AGCY BULET	FHLB 1.375 05/28/19	4,663.54	12,718.75	0.00	0.00	17,382.29	7,365.96	20,084.71
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	767.36	4,062.50	0.00	0.00	4,829.86	1,810.53	5,873.03
3133XTYY6	AGCY BULET	FHLB 4.375 06/14/19	8,263.89	43,750.00	0.00	0.00	52,013.89	(19,798.08)	23,951.92
912828R85	TREAS NOTE	U.S. Treasury 0.875 06/15/19	1,225.96	6,490.39	0.00	0.00	7,716.35	10,970.91	17,461.30
3130AEGY0	AGCY BULET	FHLB 2.375 06/18/19	2,572.92	17,812.50	0.00	0.00	20,385.42	30.15	17,842.65
3135GOZE6	AGCY BULET	FNMA 1.750 06/20/19	1,069.44	8,750.00	0.00	0.00	9,819.44	3,117.24	11,867.24
912828S43	TREAS NOTE	U.S. Treasury 0.750 07/15/19	15,902.85	8,537.00	17,212.50	0.00	7,227.35	18,765.20	27,302.20
3137EAE81	AGCY BULET	FHLMC 0.875 07/19/19	11,812.50	6,562.50	13,125.00	0.00	5,250.00	11,339.76	17,902.26
3133EJPT0	AGCY BULET	FFCB 2.350 07/22/19	16,606.67	9,400.00	18,800.00	0.00	7,206.67	371.37	9,771.37
912828WW6	TREAS NOTE	U.S. Treasury 1.625 07/31/19	20,400.82	12,054.29	24,375.00	0.00	8,080.11	5,883.96	17,938.25
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	12,420.14	7,656.25	15,312.50	0.00	4,763.89	14,649.25	22,305.50
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	10,388.99	6,875.00	13,750.00	0.00	3,513.89	5,586.52	12,461.52
3130AETO3	AGCY BULET	FHLB 2.375 08/22/19	15,957.03	11,132.82	22,265.63	0.00	4,824.22	458.70	11,591.52
3135G0P49	AGCY BULET	FNMA 1.000 08/28/19	32,458.33	23,222.22	47,500.00	0.00	8,180.55	37,693.80	60,916.02
3135G0ZG1	AGCY BULET	FNMA 1.750 09/12/19	15,895.83	13,125.00	26,250.00	0.00	2,770.83	7,168.71	20,293.71
912828G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	3,981.01	8,613.60	21,984.38	(11,420.33)	2,031.16	16,795.94	25,409.54
3130A9EP2	AGCY BULET	FHLB 1.000 09/26/19	7,916.67	7,500.00	15,000.00	0.00	416.67	12,611.28	20,111.28
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	0.00	4,670.33	0.00	(18,406.59)	23,076.92	7,046.41	11,716.74

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Operating Fund									
3135G0R39	AGCY BULET	FNMA 1.000 10/24/19	0.00	6,100.50	0.00	(9,102.33)	15,202.83	9,390.62	15,491.12
3136G0T68	AGCY BULET	FNMA 1.330 10/24/19	0.00	3,940.13	0.00	(7,515.42)	11,455.55	3,529.76	7,469.89
912828F62	TREAS NOTE	U.S. Treasury 1.500 10/31/19	0.00	8,784.53	0.00	(16,408.84)	25,193.37	5,997.15	14,781.68
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	0.00	3,839.78	0.00	(22,651.93)	26,491.71	5,726.49	9,566.27
Total for Operating Fund			378,993.12	673,061.27	763,257.27	(85,506.04)	374,303.16	214,868.57	887,929.84
Total for City of Galveston									
Total for City of Galveston			378,993.12	673,061.27	763,257.27	(85,506.04)	374,303.16	214,868.57	887,929.84

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Operating Fund															
Maturities															
01/07/19	01/07/19	3133EGJZ9	AGCY CALL	FFCB	1.000	01/07/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.673	
01/07/19	01/07/19	3133EHQF3	AGCY BULET	FFCB	1.350	01/07/19		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.400	
01/16/19	01/16/19	3130AAE46	AGCY BULET	FHLB	1.250	01/16/19		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.718	
01/31/19	01/31/19	912828V56	TREAS NOTE	U.S. Treasury	1.125	01/31/19		6,000,000.00	100.000	6,000,000.00	0.00	6,000,000.00		1.786	
02/06/19	02/06/19	3133EHP23	AGCY BULET	FFCB	1.500	02/06/19		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.716	
02/26/19	02/26/19	3135G0J53	AGCY BULET	FNMA	1.000	02/26/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.803	
03/08/19	03/08/19	3133782M2	AGCY BULET	FHLB	1.500	03/08/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.810	
03/15/19	03/15/19	912828P95	TREAS NOTE	U.S. Treasury	1.000	03/15/19		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		2.095	
Total for: Maturities								32,000,000.00		32,000,000.00	0.00	32,000,000.00		1.745	
Purchases															
01/25/19	01/28/19	3135G0R39	AGCY BULET	FNMA	1.000	10/24/19		3,486,000.00	98.857	3,446,155.02	9,102.33	3,455,257.35		2.570	2.570
01/25/19	01/28/19	912828G4	TREAS NOTE	U.S. Treasury	0.875	09/15/19		3,500,000.00	98.945	3,463,085.94	11,420.53	3,474,506.87		2.581	2.581
02/06/19	02/07/19	912828F62	TREAS NOTE	U.S. Treasury	1.500	10/31/19		4,000,000.00	99.254	3,970,156.25	16,408.84	3,986,565.09		2.541	2.541
02/06/19	02/07/19	3135G0T68	AGCY BULET	FNMA	1.330	10/24/19		1,975,000.00	99.146	1,958,142.19	7,515.42	1,965,657.61		2.543	2.543
02/25/19	02/26/19	912828T59	TREAS NOTE	U.S. Treasury	1.000	10/15/19		5,000,000.00	99.043	4,952,148.44	18,406.59	4,970,555.03		2.535	2.535
03/08/19	03/11/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19		5,000,000.00	98.984	4,949,218.75	16,022.10	4,965,240.85		2.516	2.516
03/14/19	03/15/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19		2,000,000.00	98.992	1,979,843.75	6,629.83	1,986,473.58		2.529	2.529
Total for: Purchases								24,961,000.00		24,718,750.34	85,506.04	24,804,256.38		2.544	2.544
Income Payments															
01/07/19	01/07/19	3133EGJZ9	AGCY CALL	FFCB	1.000	01/07/19				0.00	25,000.00	25,000.00			
01/07/19	01/07/19	3133EHQF3	AGCY BULET	FFCB	1.350	01/07/19				0.00	20,250.00	20,250.00			
01/15/19	01/15/19	912828S43	TREAS NOTE	U.S. Treasury	0.750	07/15/19				0.00	17,212.50	17,212.50			
01/16/19	01/16/19	3130AAE46	AGCY BULET	FHLB	1.250	01/16/19				0.00	18,750.00	18,750.00			
01/22/19	01/22/19	3133EJPT0	AGCY BULET	FFCB	2.350	07/22/19				0.00	18,800.00	18,800.00			
01/22/19	01/19/19	3137EAE81	AGCY BULET	FHLMC	0.875	07/19/19				0.00	13,125.00	13,125.00			
01/31/19	01/31/19	912828V56	TREAS NOTE	U.S. Treasury	1.125	01/31/19				0.00	33,750.00	33,750.00			
01/31/19	01/31/19	912828WW6	TREAS NOTE	U.S. Treasury	1.625	07/31/19				0.00	24,375.00	24,375.00			
02/05/19	02/05/19	3130A8Y72	AGCY BULET	FHLB	0.875	08/05/19				0.00	15,312.50	15,312.50			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Operating Fund															
Income Payments															
02/06/19	02/06/19	3133EHP23	AGCY BULET	FFCB	1.500	02/06/19				0.00	22,500.00	22,500.00			
02/15/19	02/15/19	3137EAEH8	AGCY BULET	FHLMC	1.375	08/15/19				0.00	13,750.00	13,750.00			
02/22/19	02/22/19	3130AETQ3	AGCY BULET	FHLB	2.375	08/22/19				0.00	22,265.63	22,265.63			
02/26/19	02/26/19	3135G0J53	AGCY BULET	FNMA	1.000	02/26/19				0.00	25,000.00	25,000.00			
02/28/19	02/28/19	3135G0P49	AGCY BULET	FNMA	1.000	08/28/19				0.00	10,000.00	10,000.00			
02/28/19	02/28/19	3135G0P49	AGCY BULET	FNMA	1.000	08/28/19				0.00	37,500.00	37,500.00			
03/08/19	03/08/19	3133782M2	AGCY BULET	FHLB	1.500	03/08/19				0.00	37,500.00	37,500.00			
03/12/19	03/12/19	3135G0ZG1	AGCY BULET	FNMA	1.750	09/12/19				0.00	26,250.00	26,250.00			
03/15/19	03/15/19	9128282G4	TREAS NOTE	U.S. Treasury	0.875	09/15/19				0.00	6,671.88	6,671.88			
03/15/19	03/15/19	9128282G4	TREAS NOTE	U.S. Treasury	0.875	09/15/19				0.00	15,312.50	15,312.50			
03/15/19	03/15/19	912828P95	TREAS NOTE	U.S. Treasury	1.000	03/15/19				0.00	10,000.00	10,000.00			
03/26/19	03/26/19	3130A8EP2	AGCY BULET	FHLB	1.000	09/26/19				0.00	15,000.00	15,000.00			
Total for: Income Payments											0.00	428,325.01	428,325.01		

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	32,000,000.00	32,000,000.00		1.745	
Total Purchases	24,961,000.00	24,804,256.38		2.544	
Total Income Payments	0.00	428,325.01			2.544

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amnt/Accr for Period	Total Amnt/Accr Since Purch	Remaining Disc / Prem	Book Value
Operating Fund											
3133EGJ29	11/15/17	AGCY CALL	FFCB 1.000 01/07/19		0.00	99.240	0.00	555.05	0.00	0.00	0.00
3133EHQF3	07/26/17	AGCY BULET	FFCB 1.350 01/07/19		0.00	99.929	0.00	24.75	0.00	0.00	0.00
3130AAE46	11/30/17	AGCY BULET	FHLB 1.250 01/16/19		0.00	99.479	0.00	579.99	0.00	0.00	0.00
912828V56	12/20/17	TREAS NOTE	U.S. Treasury 1.125 01/31/19		0.00	99.273	0.00	3,205.26	0.00	0.00	0.00
3133EHP23	11/30/17	AGCY BULET	FFCB 1.500 02/05/19		0.00	99.749	0.00	623.34	0.00	0.00	0.00
3135GQJ53	12/20/17	AGCY BULET	FNMA 1.000 02/28/19		0.00	99.063	0.00	6,082.45	0.00	0.00	0.00
3133782M2	12/18/17	AGCY BULET	FHLB 1.500 03/08/19		0.00	99.626	0.00	2,859.65	0.00	0.00	0.00
912828P95	02/22/18	TREAS NOTE	U.S. Treasury 1.000 03/15/19		0.00	98.859	0.00	4,372.34	0.00	0.00	0.00
3137EAD29	02/01/18	AGCY BULET	FHLMC 1.125 04/15/19		5,000,000.00	98.940	4,947,000.00	11,061.55	51,279.30	1,720.70	4,998,279.30
912828S18	02/09/18	TREAS NOTE	U.S. Treasury 1.250 04/30/19		5,000,000.00	99.066	4,953,320.31	9,566.10	43,597.29	3,082.40	4,996,917.60
3133EJB21	03/16/18	AGCY BULET	FFCB 2.000 05/08/19		6,000,000.00	99.814	5,988,819.00	2,465.28	10,167.48	1,013.52	5,998,986.48
912828R44	05/02/18	TREAS NOTE	U.S. Treasury 0.875 05/15/19		2,000,000.00	98.559	1,971,171.88	6,960.18	25,425.36	3,402.76	1,996,597.24
3130ABF92	04/10/18	AGCY BULET	FHLB 1.375 05/28/19		3,700,000.00	99.103	3,666,808.48	7,365.96	28,526.41	4,665.11	3,695,334.89
313379EE5	06/11/18	AGCY BULET	FHLB 1.625 06/14/19		1,000,000.00	99.274	992,740.00	1,810.53	5,791.46	1,468.54	998,531.46
3133XTYV6	05/15/18	AGCY BULET	FHLB 4.375 06/14/19		4,000,000.00	102.123	4,084,920.00	(19,798.08)	(68,861.56)	(16,058.44)	4,016,058.44
912828R85	05/22/18	TREAS NOTE	U.S. Treasury 0.875 06/15/19		3,000,000.00	98.434	2,953,007.81	10,970.91	37,849.75	9,142.44	2,990,857.56
3130AEGV0	06/18/18	AGCY BULET	FHLB 2.375 06/18/19		3,000,000.00	99.996	2,999,880.00	30.15	94.17	25.83	2,999,974.17
3135GQZE6	07/03/18	AGCY BULET	FNMA 1.750 06/20/19		2,000,000.00	99.402	1,988,040.00	3,117.24	9,223.76	2,736.24	1,997,263.76
912828S43	08/17/18	TREAS NOTE	U.S. Treasury 0.750 07/15/19		4,590,000.00	98.504	4,521,329.30	18,765.20	46,687.17	21,983.53	4,568,016.47
3137EAE81	07/16/18	AGCY BULET	FHLMC 0.875 07/19/19		3,000,000.00	98.481	2,954,430.00	11,339.76	31,929.87	13,640.13	2,986,359.87
3133EJPT0	08/07/18	AGCY BULET	FFCB 2.350 07/22/19		1,600,000.00	99.911	1,598,576.00	371.37	966.11	457.89	1,599,542.11
912828WW6	07/25/18	TREAS NOTE	U.S. Treasury 1.625 07/31/19		3,000,000.00	99.195	2,975,859.38	5,883.96	16,155.10	7,985.52	2,992,014.48
3130A8Y72	09/17/18	AGCY BULET	FHLB 0.875 08/05/19		3,500,000.00	98.522	3,448,270.00	14,649.25	31,466.47	20,263.53	3,479,736.47
3137EAEH8	09/10/18	AGCY BULET	FHLMC 1.375 08/15/19		2,000,000.00	98.960	1,979,200.00	5,586.52	12,439.42	8,360.58	1,991,639.42
3130AETQ3	08/29/18	AGCY BULET	FHLB 2.375 08/22/19		1,875,000.00	99.904	1,873,200.00	458.70	1,078.82	721.18	1,874,278.82
3135GQDP4	09/28/18	AGCY BULET	FNMA 1.000 08/28/19		9,500,000.00	98.586	9,364,797.68	37,693.80	73,014.13	62,188.19	9,437,811.81
3135GQZG1	11/16/18	AGCY BULET	FNMA 1.750 09/12/19		3,000,000.00	99.212	2,976,360.00	7,168.71	10,747.98	12,892.02	2,987,107.98
912828ZG4	11/30/18	TREAS NOTE	U.S. Treasury 0.875 09/15/19		5,025,000.00	98.945	4,966,878.91	16,795.94	19,155.14	38,965.95	4,986,034.05
3130A9EP2	11/16/18	AGCY BULET	FHLB 1.000 09/26/19		3,000,000.00	98.544	2,956,320.00	12,611.28	18,913.20	24,766.80	2,975,233.20
912828T59	02/26/19	TREAS NOTE	U.S. Treasury 1.000 10/15/19		5,000,000.00	99.043	4,952,148.44	7,046.41	7,046.41	40,805.15	4,959,194.85
3135GQR39	01/28/19	AGCY BULET	FNMA 1.000 10/24/19		3,486,000.00	98.857	3,446,155.02	9,390.62	9,390.62	30,454.36	3,455,545.64
3136GQ168	02/07/19	AGCY BULET	FNMA 1.330 10/24/19		1,975,000.00	99.146	1,958,142.19	3,529.76	3,529.76	13,328.05	1,961,671.95

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Operating Fund											
912828F62	02/07/19	TREAS NOTE	U.S. Treasury 1.500	10/31/19	4,000,000.00	99.254	3,970,156.25	5,997.15	5,997.15	23,846.60	3,976,153.40
912828U32	03/11/19	TREAS NOTE	U.S. Treasury 1.000	11/15/19	7,000,000.00	98.992	6,929,062.50	5,726.49	5,726.49	65,211.01	6,934,788.99
Total for Operating Fund					96,251,000.00		95,416,593.15	214,868.57	437,337.26	397,069.59	95,853,930.41
Total for City of Galveston					96,251,000.00		95,416,593.15	214,868.57	437,337.26	397,069.59	95,853,930.41

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Operating Fund						
3137EADZ9	AGCY BULET	FHLMC 1.125 04/15/19	04/15/19	28,125.00	5,000,000.00	5,028,125.00
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	04/15/19	25,000.00	0.00	25,000.00
3135G0R39	AGCY BULET	FNMA 1.000 10/24/19	04/24/19	17,430.00	0.00	17,430.00
3136G0T68	AGCY BULET	FNMA 1.330 10/24/19	04/24/19	13,133.75	0.00	13,133.75
912828F62	TREAS NOTE	U.S. Treasury 1.500 10/31/19	04/30/19	30,000.00	0.00	30,000.00
912828ST8	TREAS NOTE	U.S. Treasury 1.250 04/30/19	04/30/19	31,250.00	5,000,000.00	5,031,250.00
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	05/08/19	60,000.00	6,000,000.00	6,060,000.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	05/15/19	8,750.00	2,000,000.00	2,008,750.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	05/15/19	35,000.00	0.00	35,000.00
3130ABF92	AGCY BULET	FHLMC 1.375 05/28/19	05/28/19	25,437.50	3,700,000.00	3,725,437.50
313379EE5	AGCY BULET	FHLMC 1.625 06/14/19	06/14/19	8,125.00	1,000,000.00	1,008,125.00
3133XTYY6	AGCY BULET	FHLMC 4.375 06/14/19	06/14/19	87,500.00	4,000,000.00	4,087,500.00
912828R85	TREAS NOTE	U.S. Treasury 0.875 06/15/19	06/15/19	13,125.00	3,000,000.00	3,013,125.00
3130AEGY0	AGCY BULET	FHLMC 2.375 06/18/19	06/18/19	35,625.00	3,000,000.00	3,035,625.00
3135G0ZE6	AGCY BULET	FNMA 1.750 06/20/19	06/20/19	17,500.00	2,000,000.00	2,017,500.00
912828S43	TREAS NOTE	U.S. Treasury 0.750 07/15/19	07/15/19	17,212.50	4,590,000.00	4,607,212.50
3137EAE81	AGCY BULET	FHLMC 0.875 07/19/19	07/19/19	13,125.00	3,000,000.00	3,013,125.00
3133EJPT0	AGCY BULET	FFCB 2.350 07/22/19	07/22/19	18,800.00	1,600,000.00	1,618,800.00
912828WW6	TREAS NOTE	U.S. Treasury 1.625 07/31/19	07/31/19	24,375.00	3,000,000.00	3,024,375.00
3130A8Y72	AGCY BULET	FHLMC 0.875 08/05/19	08/05/19	15,312.50	3,500,000.00	3,515,312.50
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	08/15/19	13,750.00	2,000,000.00	2,013,750.00
3130AETQ3	AGCY BULET	FHLMC 2.375 08/22/19	08/22/19	22,265.62	1,875,000.00	1,897,265.62
3135G0P49	AGCY BULET	FNMA 1.000 08/28/19	08/28/19	47,500.00	9,500,000.00	9,547,500.00
3135G0ZG1	AGCY BULET	FNMA 1.750 09/12/19	09/12/19	26,250.00	3,000,000.00	3,026,250.00
912828G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	09/15/19	21,984.37	5,025,000.00	5,046,984.37
3130A9EP2	AGCY BULET	FHLMC 1.000 09/26/19	09/26/19	15,000.00	3,000,000.00	3,015,000.00
Total for Operating Fund				671,576.24	74,790,000.00	75,461,576.24

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			April 2019	144,938.75	10,000,000.00	10,144,938.75
			May 2019	129,187.50	11,700,000.00	11,829,187.50
			June 2019	161,875.00	13,000,000.00	13,161,875.00
			July 2019	73,512.50	12,190,000.00	12,263,512.50
			August 2019	98,828.12	16,875,000.00	16,973,828.12
			September 2019	63,234.37	11,025,000.00	11,088,234.37
Total Projected Cash Flows for City of Galveston				671,576.24	74,790,000.00	75,461,576.24

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **3329 Avenue Q 1/2**, AS A “GALVESTON LANDMARK”, PROPERTY IS LEGALLY DESCRIBED AS WEST 40 FEET OF 34TH STREET (2000-2) SOUTHWEST BLOCK 112 GALVESTON OUTLOTS, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; REQUESTING THE HISTORIC PRESERVATION OFFICER 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; DESIGNATING THE SITE AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; PLANNING CASE NUMBER **19P-023**; , MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 11, 1999, the Galveston City Council adopted Ordinance Number 99-14 creating the Landmark Designation Process requiring that a property requesting such designation must meet certain criteria and that the designation is considered a “change of zoning” for the property and is therefore treated as such; and,

WHEREAS, the Applicants and Property Owners, Claude Easterwood and Catherine E. Gorman, request that the main structure located at **3329 Avenue Q 1/2**, and legally described as the West 40 feet of 34th Street (2000-2) Southwest Block 112 Galveston Outlots, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the subject structure, the Frances Millard House, was constructed in 1922. The house includes sophisticated design elements uncommon to Galveston bungalows built around the same time. Examples of these unusual features include a side-facing gable with a front gable intersecting, flanked by decorative dormers. Classic style columns flank a full-width inset porch. Prairie-style divided light windows flanking the front door and matching transom above create an inviting focal point, aligning with tall, narrow casement windows that match the same Prairie style.; and,

WHEREAS, the Frances Millard house was constructed by prominent Galveston contractor Miles C. Bowden. In addition to the Frances Millard House, M.C. Bowden built numerous residences in Galveston from 1885 through the 1920s, including the City Bank building and the Galveston Scottish Rite Cathedral; and,

WHEREAS, the Frances Millard house retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association; 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 intents and purposes, and is a contributing element of the historic neighborhood; and,

WHEREAS, the property was reviewed and met the criteria for Landmark Designation as set forth in Article 10 of the City's Land Development Regulations; and,

WHEREAS, the property is eligible to participate in the City of Galveston's Tax Exemption for New Galveston Landmarks Program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years; and,

WHEREAS, at its regular meeting of May 6, 2019, the Landmark Commission voted unanimously to recommend approval of the request; and,

WHEREAS, at its regular meeting of May 7, 2019, the Planning Commission voted unanimously to recommend approval of the request **with the condition that the Landmark Designation apply only to the main structure facing Avenue Q 1/2 per request of the Applicants and Property Owners; and**

WHEREAS, Staff recommends that Planning Case Number 19P-023 request for Landmark Designation of the property located at **3329 Avenue Q 1/2**, be approved with the condition provided 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 approve the application and designate the structure located at **3329 Avenue Q 1/2**, and legally described as the West 40 feet of 34th Street (112-2000-2) Southwest Block 112 Galveston Outlots, in the City and County of Galveston, Texas, as a "Galveston Landmark" and as a historically or archeologically significant site in need of tax relief to encourage its preservation."

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 the request for Landmark Designation of the property located at **3329 Avenue Q 1/2**, and legally described as the West 40 feet of 34th Street (112-2000-2) Southwest Block 112 Galveston Outlots, 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 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.
2. The Landmark Designation shall only apply to the main structure facing Avenue Q 1/2.

SECTION 3. Pursuant to City of Galveston Ordinance Number 15-059, the City Council designates the structure as a “historically or archeologically significant site in need of tax relief to encourage its preservation”. The property is eligible to participate in the City of Galveston’s Tax Exemption for New Historic Districts or Galveston Landmarks program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years.

SECTION 4. 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 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

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 May 23, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19P-023

STAFF REPORT

ADDRESS:

3329 Avenue Q 1/2

LEGAL DESCRIPTION:

Property is legally described as West 40 Feet of 34th Street (112-2000-2) Southwest Block 112 Galveston Outlots, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Claude Easterwood and Catherine E. Gorman

PROPERTY OWNERS:

Same

ZONING DISTRICT:

Urban Neighborhood

REQUEST:

Request for designation as a Galveston Landmark

STAFF RECOMMENDATION:

Approval with Conditions

ATTACHMENTS:

A – Applicant's Submittal

STAFF:

Daniel Lunsford
Planner
409-797-3659
dlunsford@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
39	3	3	0	0



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Urban Neighborhood	Residential
North	Urban Neighborhood	Residential
South	Urban Neighborhood	Residential
East	Urban Neighborhood	Residential
West	Urban Neighborhood	Residential

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 house located at 3329 Avenue Q 1/2 was built in 1922 by Frances Lambert Millard. Originally from Wisconsin, Mrs. Millard, husband Arthur, and daughters moved to Galveston from Cameron County, Texas. Frances purchased property from well-known Galveston realtors Peter J. Bellew and William Murphy on a parcel created from the 34th Street right-of-way. Deed restrictions indicate that one “dwelling house” was constructed there at a cost of at least \$2,500, and not to be used “for the purpose of any trade, manufacture, or business of any description, nor as a school, hospital, or other charitable institution, nor as a hotel, rooming house or place of public resort”. Arthur Millard, a printer employed by Clarke and Courts, passed away in 1915.

Frances and her daughters Hazel and Mildred lived in the house after it was finished. Mildred Millard is listed as a clerk for the Santa Fe Railroad in 1940; Hazel is listed as a librarian at the public library. Frances’s brother Arch, a machinery foreman at a stationary print shop, lived at the residence as well for some time. After Frances Millard’s death, the house passed to her daughters. Hazel and Mildred maintained the house throughout their lives; the current owners are only the second owners outside of the Millard family.

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

The Frances Millard house includes sophisticated design elements uncommon to Galveston bungalows built around the same time; this could be because a pattern book or kit house commonly sold by lumberyards was used as reference. Examples of these unusual features include a side-facing gable with a front gable intersecting, flanked by decorative dormers. Classic style columns flank a full-width inset porch. Prairie-style divided light windows flanking the front door and matching transom above create an inviting focal point, aligning with tall, narrow casement windows that match the same Prairie style. The original insurance record notes that the

house contained six rooms, one hall, one bathroom, one closet, and one porch. The original roof was metal.

3. Association with the lives of persons significant to the history of the United States, Texas, or the city of Galveston

By 1885 the city of Galveston had grown so much that the large outlots to the south, originally intended for estate tracts, were subdivided into city blocks by adding the half-numbered streets running east to west and extending all the numbered streets to the Gulf of Mexico. Early tax rolls indicate that John Adriance, a Galveston merchant, owned all of the southwest quarter of Outlot 112 in 1880. Later, J.S. Cross owned the portion of Outlot 112 that is now 3329 Avenue Q 1/2, and sold those parcels to P.J. Bellew in 1922.

A Galveston Daily News notice dated August 4, 1922 shows that Mrs. A.B. Millard received a building permit to construct a five-room bungalow at an estimated cost of \$4,300. That notice lists Miles C. Bowden as the contractor.

From circa 1895 when he arrived in Galveston from Wilmington, North Carolina, to well after the 1900 Storm, M.C. Bowden was a prominent Galveston contractor and owner of the Island City Woodworking Company. Among his most well-known structures still standing in Galveston are the City Bank building at 2219 Market street and the Scottish Rites Temple at 2128 Church Street, of which Bowden was a member. His obituary in the Galveston Daily News noted that while many of the homes he built were casualties of the 1900 Storm, he succeeded in repairing many others and built fifty-five two-room “commissary houses” in the following months to house storm survivors. M.C. Bowden died in Galveston in 1938.

4. Likelihood of the continuation of a building’s historical use, or its potential adaptation for new uses without the need for major intervention that could seriously damage its historic character or integrity.

The Frances Millard house has continually served as single-family residence since its construction, continually maintained by its respective owners. The current owners request a landmark status as way to protect and honor their home’s historic provenance indefinitely.

Financial Incentives for Historic Properties

The subject property is outside of a designated historic district, and is eligible to participate in the Financial Incentive for Substantial Rehabilitation and New Galveston Landmarks program. The benefit is a 35% reduction in the City portion of the property taxes for a period of five years.

Other Reviews

The Landmark Commission heard the request at the May 6, 2019 meeting and unanimously recommended approval. The Planning Commission heard the request at the May 7, 2019 meeting and unanimously recommended approval. City Council has the final decision regarding the request for a Landmark Designation.

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,



Daniel Lunsford
Planner

May 15, 2019

Date

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **4502 AVENUE O**, AS A “GALVESTON LANDMARK”, PROPERTY IS LEGALLY DESCRIBED AS LOT 3 AND THE EASTERN PORTION OF LOT 2 AND THE WESTERN PORTION OF LOTS 13, 14, AND 15, BLOCK 84 DENVER RESURVEY, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; REQUESTING THE HISTORIC PRESERVATION OFFICER 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; DESIGNATING THE SITE AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; PLANNING CASE NUMBER **19P-024**; , MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 11, 1999, the Galveston City Council adopted Ordinance Number 99-14 creating the Landmark Designation Process requiring that a property requesting such designation must meet certain criteria and that the designation is considered a “change of zoning” for the property and is therefore treated as such; and,

WHEREAS, the Applicants and Property Owners, Sanford and Norma Rubin, request that the structure located at **4502 Avenue O**, and legally described as the Lot 3 and the Eastern Portion of Lot 2 and the Western Portion of Lots 13, 14, and 15, Block 84, Denver Resurvey, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the subject structure, the Regini House, was constructed in 1939. The house is clad in masonry veneer which features irregularly-shaped units intended to mimic the effect of the field-stone houses found in the historic architecture of Western Europe and the British Isles; and,

WHEREAS, the Regini House retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association; 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 intents and purposes, and is a contributing element of the historic neighborhood; and,

WHEREAS, the property was reviewed and met the criteria for Landmark Designation as set forth in Article 10 of the City’s Land Development Regulations; and,

WHEREAS, the property is eligible to participate in the City of Galveston’s Tax Exemption for New Galveston Landmarks Program. New Galveston Landmarks located

outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years; and,

WHEREAS, at its regular meeting of May 6, 2019, the Landmark Commission voted unanimously to recommend approval of the request; and,

WHEREAS, at its regular meeting of May 7, 2019, the Planning Commission voted unanimously to recommend approval of the request; and

WHEREAS, Staff recommends that Planning Case Number 19P-024 request for Landmark Designation of the property located at **4502 Avenue O**, be approved with the condition provided 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 approve the application and designate the structure located at **4502 Avenue O**, and legally described as the Lot 3 and the Eastern Portion of Lot 2 and the Western Portion of Lots 13, 14, and 15, Block 84, Denver Resurvey, in the City and County of Galveston, Texas, as a “Galveston Landmark” and as a historically or archeologically significant site in need of tax relief to encourage its preservation.”

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 the request for Landmark Designation of the property located at **4502 Avenue O**, and legally described as the Lot 3 and the Eastern Portion of Lot 2 and the Western Portion of Lots 13, 14, and 15, Block 84, Denver Resurvey, 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 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. Pursuant to City of Galveston Ordinance Number 15-059, the City Council designates the structure as a “historically or archeologically significant site in need of tax relief to encourage its preservation”. The property is eligible to participate in the City of Galveston’s Tax Exemption for New Historic Districts or Galveston Landmarks program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years.

SECTION 4. 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 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

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 May 23, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19P-024

STAFF REPORT

ADDRESS:

4502 Avenue O

LEGAL DESCRIPTION:

Property is legally described as Lots 13, 14 and 15, Block 84, Denver Resurvey, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Sanford and Norma Rubin

PROPERTY OWNER:

Sanford and Norma Rubin

ZONING DISTRICT:

Single-Family Residential (R-1)

HISTORIC DISTRICT:

n/a

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
22	2	2	0	0



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Single-Family Residential (R-1)	Residential
North	Single-Family Residential (R-1)	Residential
South	Commercial (C)	Residential
East	Single-Family Residential (R-1)	Residential
West	Single-Family Residential (R-1)	Residential

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 Regini House was constructed in 1939 for Charles and Italia Regini. Mr. Regini was a life-long resident of Galveston and owned the A-1 Food Shop located at 2007 37th Street during the 1930s and 1940s. The house was also owned by Charles Michaelis, president of the Galveston Model Laundry and Idea Dry Cleaning Company, and Joe Max Taylor, former Galveston County Sheriff. The current owners have owned the house since 1979.

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

The Regini House was designed by the architect Albert Murray Rice. Originally from Mexico, Mr. Rice was educated at Texas A&M College. His stay in Galveston was brief, spending most of his career in Houston. The style of the house is best described as Tudor Revival. The house is clad in masonry veneer which features irregularly-shaped units intended to mimic the effect of the field-stone houses found in the historic architecture of Western Europe and the British Isles.

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

The Regini House has been an established visual feature of the community since its construction in 1939.

4. 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 Regini House retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association.

Financial Incentives for Historic Properties

The property is eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

The Landmark Commission reviewed at the May 6, 2019 meeting and recommended approval. The Planning Commission reviewed at the May 7, 2019 meeting and recommended 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

May 15, 2019

Date

The Charles L. and Italia C. Regini House

4502 Avenue O

I. Historical and Cultural Significance

The Charles L. and Italia C. Regini House stands at the northwest corner of the intersection of Avenue O and 45th Street. The property includes lots 13 through 15 of block 84 of the Denver Resurvey. The house lies within a predominantly residential neighborhood that developed during the first half of the twentieth century. Houses are typically one to two stories in height and characterized by decorative brick facades though wood-frame examples are not unusual. The list of architectural styles present in the area includes Craftsman and Prairie School (early twentieth century), assorted historicist styles including Spanish Eclectic, Italian Renaissance Revival, and Tudor Revival (1920s to 1940s), and Modern movements including the Ranch Style (1940s-1960s). The house lies to the south of the Cedar Lawn Historic District (National Register 2002, #02001570) and to the north of the Denver Court Historic District (National Register 2001, #01001471), but is outside the boundaries of both districts. Farther northwest lies the Broadway Cemetery Historic District (National Register 2014, #14000340).¹

Charles and Italia Regini

Charles Louis Regini was a life-long resident of Galveston best known as the owner of A-1 Food Shop located at 2007 37th Street during the 1930s and 1940s. His grave marker in Old Catholic Cemetery indicates that he was known as “Charley.” Census records list his birthplace as Texas, but his 1962 obituary reports that he was born 1897 in Rio Marina in the Tuscany region of Italy and immigrated to Galveston as infant with his parents John and Sandrina (Imparata), brothers

Joseph and Angelo, and sister Margaret. Charles Regini entered the US Marine Corps during World War I and served in France from September 1918 until July 1919.²

After returning home from the war, he married Italia Carubbi, who was born 1895 in Italy to Frank and Armida Carubbi. The Reginis had two children, Dorothy and Charles Jr.³ By 1939, the family lived at 4508 Avenue and their property included three vacant neighboring lots (lots 13-15 block 84 of the Denver Resurvey). In March of that year, Charles Regini transferred ownership of those lots to Elizabeth Rice, the wife of architect A. Murray Rice, for \$10.⁴ The transfer was part of an arrangement whereby Rice would design and supervise construction of a house on the property to serve as the new Regini family home.

A. Murray Rice

Albert Murray Rice was born November 1908 in San Luis, Potosi, Mexico to John A. and Lenora (Smith) Rice. After his father died in 1921, Lenora and the children relocated to her hometown, San Antonio, where she worked as a nurse. Murray attended Texas A&M College and returned to San Antonio after graduating to build his architectural career. He married Elizabeth Nuckolls, a native of San Antonio, prior to 1935.⁵

The Rices relocated to Galveston in 1938. They resided at 2915 Avenue Q ½. Rice's first project was a 1938 residence for John Chuoke at 4627 Avenue R ½. In March of the following year, he began working on a new house for the Regini family. He pulled a building permit (under Elizabeth's name) to construct a house initially valued at \$7200. Murray and Regini pulled a second permit the following month, this one valued at \$4800.⁶

Construction of the house

Construction of the house began in April 1939 and was completed that fall. Rice implemented a historicist design most readily categorized as Tudor Revival but demonstrating characteristics of English-and Norman-influenced revival styles as well, particularly in the masonry. In a September 17, 1939 article published just prior to the house's completion, the *Daily News* noted its design influences, describing it as "constructed of white rock along Old English lines."⁷ The article highlighted the roofed arcade connecting the house to the one-story garage and noted that the "design is in keeping with its location." The final cost of \$16,000 substantially surpassed the budget estimated in the building permits issued the previous spring. The result impressed the *Daily News* author, who called it "one of the most unique and attractive houses recently constructed here."⁸

Notes on the property's insurance record indicate that construction was completed in November 1939. On December 1, Elizabeth Rice sold the property back to Charles Regini for \$12,000. The precise circumstances of the arrangement between the Rices and the Reginis is poorly documented. The Regini family immediately took up residence in the house and remained there until 1942.⁹

After construction

The stay of A. Murray and Elizabeth Rice in Galveston was brief. In 1940, just two years after their arrival in the city, the couple relocated once again, this time to Houston. For a comprehensive biography of Rice, see the Appendix.

The Regini family spent nearly three years in the house Murray designed for them on Avenue O. After leaving the A-1 Food Shop, Charles Regini had a career as a meter inspector for

the city water department. He died in 1962.¹⁰ Italia died 1993 and is buried in Galveston alongside her husband.¹¹ In July 1942, Regini sold the house to Charles J. Michaelis II, a Galveston native best known as the president of Galveston Model Laundry, which operated from a building at 25th Street and Postoffice. Michaelis was also president of the Ideal Dry Cleaning Company and associated with the Gulf Copper Manufacturing Corp.¹²

Michaelis was born in October 1904 to Charles J. Michaelis Sr. and Kate (Cortes) Michaelis.¹³ He married Margaret Cox, born October 1905 in Galveston.¹⁴ The couple had one son, Charles J. Michaelis III, who was born in 1931.¹⁵ In 1942, the family purchased the house at 4502 Avenue O from Charles and Italia Regini. As Charles III grew into adulthood, he joined his father in the laundry business. He eventually took on leadership positions as his father transitioned out of the business.¹⁶ Charles II died in 1966, leaving the widowed Margaret as the house's owner. She sold it in December 1972 to Joe Max and Anita Taylor.¹⁷

At various points in his life, Joe Max Taylor served as Galveston County Sheriff and, later, Director of the American National Insurance Company, Director of Moody Gardens, and Director of Landry's Inc. The Taylors remained in the house for five years and during their tenure they took special interest in the landscaping of the property. In 1973, the Galveston Garden Club awarded them with a plaque recognizing their efforts.¹⁸ In April 1976, the house featured in the Garden Club's Homes and Gardens Show.¹⁹ The following year, the Taylors sold the house to physician Hugh B. Burris, Jr. In 1979, Burris sold the house to current owners Sanford and Norma Rubin, both professors at UTMB.²⁰

II. Architectural Description

The Regini House is a two-story, four-bay, reinforced-concrete-framed house with a one-story garage connected by covered arcade. The style is best categorized as Tudor Revival. The house addresses Avenue O, from which it is setback approximately 45 feet. The Avenue O frontage has a concrete-slab sidewalk with a landscaped curbstrip. A secondary frontage addresses 45th Street, from which the house is set back 35 feet. The 45th Street frontage has no sidewalk; concrete-slab walkways to a side entrance and to the garage lead directly to the street and do not have curb-cuts. The garage in the northeast corner of the property is accessible from 45th Street. The landscape on the south and east sides of the house is characterized by mature plantings, including olive, cherry laurel, lime, Japanese yew, pittosporum examples and an assortment of palms.

The house is raised approximately three feet from ground level. The foundation, presumably concrete in material, is obscured by the masonry-veneer cladding which extends to the base of the house. The veneer, termed “Rock Veneer” in the property’s insurance record, features irregularly-shaped units intended to mimic the effect of the field-stone houses found in historic architecture of Western Europe and the British Isles. Header-bonded red brick lines each opening. In most cases, brick lintels are straight and window frames are rectangular. At the top of the front doorway and window bays at the southeast corner of the house, however, the openings have Tudor arches. Matching brick is found in a corbeled chimney extending above the roofline on the southern slope. The roof is hipped with a cross-gable projecting eastward and a gable face in the western portion of the primary (southern) facade. Most of the roof tiles are original but over the years a few broken pieces have been replaced by matching tiles from architectural salvage. Original copper drainpipes remain in place.

The plan of the house is roughly L-shaped as the depth of the western portion is greater than that of the eastern portion. The one-story, hip-roofed garage in the northeast corner of the property is connected to the main house by a gable-roofed arcade. Both the garage and the addition are original elements of the house. Rice utilized consistent materials and design elements.

The four-bay primary (south) elevation features a highly-decorative, asymmetrical design typical of the Tudor Revival houses of the 1930s. The field-stone-inspired rock-veneer serves as the essential cladding, but half-timbering in a section of the second story and a projecting oriel window in the easternmost bay provide visual and textural variety. The westernmost bay is delineated by a gable face. In this bay, each story contains a tripartite, wood-framed bay window. Moving eastward, the next bay has smaller wood-framed windows on each story and a massive, rock-veneered chimney projecting from the building and extending its full height. The third bay contains a wood-framed window next to the Tudor-arched front doorway in the first story and a tri-partite, wood-framed window in the aforementioned half-timbered section. The westernmost bay has a Tudor-arched bay window in the first story and a projecting oriel window in the second story.

The east elevation has three bays, all of which are located beneath the east-facing cross gable. The second story has wood-sash windows in the southern and central bays. On the first story, the southern bay has a Tudor-arched bay window matching the one found in the easternmost bay of the south elevation. The central and northern bays are characterized by a one-story, gabled portico that projects slightly from the body of the house and contains a projecting bay window. The portico features several Tudor-style details, including the flared shape of the roof, the short wooden columns supporting the roof, and the copper roof over the projecting bay.

A side entrance is recessed beneath the portico. The east elevation extends northwards via the arcade and garage. The two-stall garage has materials matching those found on the main house. Both garage doors are decorated by brick-lined, Tudor arches matching those found on the main house.

The house retains a high degree of integrity of its historic design and materials. A 1939 photograph of the house published in the *Daily News* shows that the house retains all of the character-defining features as designed by Rice. The only material change of note is a possible porch infill in the southeast corner of the house. The 1939 photo taken two months prior to the completion of construction does not show windows installed in the two Tudor-arched openings. Additional evidence found by the current owners upon their acquisition of the house suggests that the space was built as a recessed porch and was later enclosed. The current owners installed the existing windows to match the profiles of other windows of the house.

The house retains sufficient integrity to convey its historic significance as an example of Galveston's historic architecture. The style, broadly categorized as Tudor Revival, represents the trends in historicism that dominated suburban residential architecture in the US during the 1920s and 1930s.

III. Appendix

*Biography of Albert Murray Rice**

Albert Murray Rice was born in San Luis Potosi, Mexico, on 17 November 1908. His parents were John Albert Rice (1885-1921) and Lenora Smith (1888-1980). They married

* Prepared by Jami Durham and available from the Preservation Resource Center, Galveston Historical Foundation, Galveston, Texas.

in San Luis Potisi in December 1907. The couple resided in Tampico, Mexico where John was employed as an engineer. In addition to Albert Murray, the couple's daughter, Eleanor was born in Mexico a year later.

By 1920, the family was back in the United States. Lenora and the children were recorded in San Antonio on the US Census that year, residing with her mother, Nora Smith. John Albert Rice was residing in Birmingham, Alabama, where he was employed as a locomotive engineer for the Atlanta, Birmingham & Atlantic Rail Road. He died in Birmingham on 6 October 1921.

Albert Murray Rice received his advanced degree from Texas A&M University. A San Antonio City Directory in 1929 identified A. Murray Rice as a partner in the architecture firm Rice Decosta Allison. The other partners in the firm were Joseph Decosta and W. C. Allison. The 1930 US Census recorded Rice in San Antonio and noted his occupation as an engineer for a lumber company.

During his short period of residence on Galveston Island, Rice was accepted into the Texas Society of Architects in 1939. Affidavits attached to his file, received by GHF upon request in August 2018, indicate that Rice was the exclusive designer of homes for two San Antonio lumber companies- Jackson Lumber, owned by L. A. Jackson attested to the fact that Rice designed all of their Alamo Heights area houses from 1930 to 1934 (each valued at \$3000 and up) and Allen & Allen Lumber Dealers attested to the same time frame for homes exclusively designed by Rice (each valued at \$2500 and up).

Sometime after 1930 and prior to their arrival in Galveston, Rice married Elizabeth Rebecca Nuckolls. Elizabeth was born on 13 October 1907 in San Antonio. Her parents were Ambrose Pare Nuckolls (1870-1907) and Betty Sue Warren (1874-1962).

The US Census recorded her in 1930, single and living at home with her mother and working as a bookkeeper for an adding machine company.

The 1939 Galveston City Directory is the only directory that included an entry for A. Murray and Elizabeth Rice. Their time on the island appears to be short. The only other house documented on the island designed by Murray is 4627 Avenue R ½, contracted by John Chuoke, who resided at 4919 Avenue O. The house was built as tenant property for Chuoke in 1938 at a cost of \$7000.

By 1940, the US Census recorded Rice and his wife, Elizabeth, living in Houston, Texas. Rice's occupation is noted as an architect in the construction industry. During World War II, Rice was called to active duty by the US Naval Reserves on 17 November 1942. Notes in his Texas Society of Architects file indicate he was ordered to report to the US Navy Recruiting Office in Houston, where he was noted as a draftsman and architect. He was discharged from active service in 1946 but recalled in August 1950 and stationed in San Francisco. His second discharge occurred on 8 June 1953, after which, he returned to Houston. Rice remained a commissioned officer of the US Naval Reserves, ranked as a lieutenant commander, through 1961.

Rice continued to pay his membership dues to the Texas Society of Architects until his death. From 1962 through 1964, Rice was living in St. Auburn, Washington. In October 1965, he was living in Spenard, Alaska. From July 1966 through June 1968 he resided in Cleveland, Ohio. He was found dead in his house in Houston, Texas, on 13 June 1969. His remains were cremated and buried in Houston's National Cemetery. Elizabeth died in San Antonio on 18 January 1979. She was buried in Houston's National Cemetery with him.

IV. Figures



Figure 1 – A photograph of the Regini House taken in September 1939, two months prior to its completion. “Rock Home Under Construction Here,” Galveston Daily News; September 17, 1939, p. 12.



Figure 2 – Joe Max and Anita Taylor, pictured here in front of the house, received a plaque from the Galveston Garden Club in 1973 in recognition of their landscaping efforts on the Regini House property. “Mr. and Mars. Joe Max Taylor..” Galveston Daily News; August 27, 1973, p. 7.



Figure 3 – A photograph of the house taken 1976 to publicize the house's inclusion in the Galveston Garden Club's Homes and Gardens Show of that year. ("The Garden and Patio.." Galveston Daily News; April 5, 1976, p. 16.)

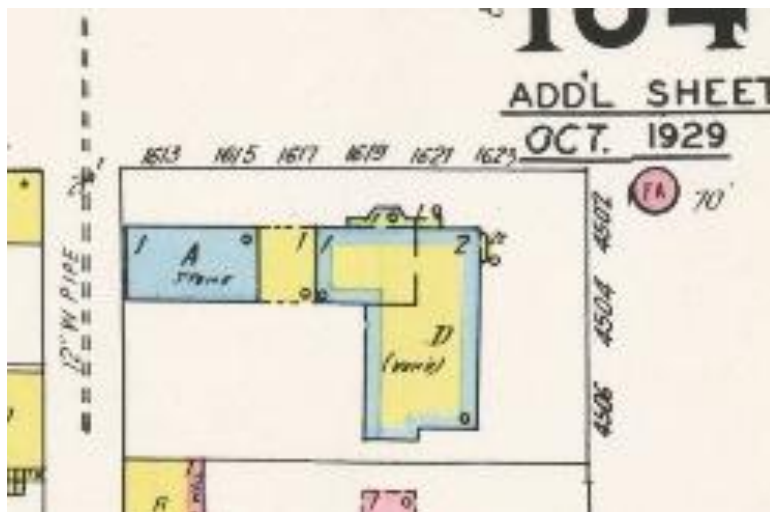


Figure 4 – The property and house as depicted in a 1947 Sanborn fire insurance map.

V. Sources

¹ Sommer, Lesley. "National Register of Historic Places Nomination, Denver Court Historic District." Galveston, Galveston County, Texas. National Register #01001471. 2001; Neff, Elizabeth with Lesley Sommer. "National Register of Historic Places Nomination, Cedar Lawn Historic District." Galveston, Galveston County, Texas. National Register #02001570. 2002.

² "C.L. Regini Sr. Dead of Heart Attack At 64," *Galveston Daily News*; September 21, 1962, p.6; "Certificate of Death, Charles Louis Regini, Sr." State File No. 61774. Texas Department of State Health Services; Austin Texas, USA; *Texas Death Certificates, 1903–1982*; "Regini, Charles Louis." File number 130216. US Military Record. Web. *FamilySearch*. www.familysearch.com. Accessed January 10, 2019; https://www.findagrave.com/memorial/33998869/charley-l_-regini; "Charles L. Regini, 1962," *Find a Grave*. Web. https://www.findagrave.com/memorial/33998869/charley-l_-regini. Accessed January 10, 2019.

³ "Italia Carubbi Regini, 1993," *Find a Grave*. Web. <https://www.findagrave.com/memorial/33998846>. Accessed January 10, 2019.

⁴ Insurance Record for 4502 Avenue O, Texas History Center, Rosenberg Library, Galveston, Texas.

⁵ "Certificate of Death, Albert Murray Rice." State File No. 42338. Texas Department of State Health Services, Austin Texas; "Certificate of Death, Elizabeth Rice." 18 January 1979. Texas Department of Health, State Vital Statistics Unit, Austin Texas; "Certificate of Death, Leonora Smith Rice." 10 May 1980. Texas Department of Health, State Vital Statistics Unit, Austin Texas; "Certificate of Death, John A. Rice." Reference ID: cn 18138. *Alabama Deaths*. Department of Health, Montgomery, Alabama; "A. Murray Rice, Texas Architect #745." Texas Society of Architects file. Texas Board of Architectural Examiners. Austin, Texas. On file at Preservation Resource Center, Galveston Historical Foundation, Galveston, Texas.

⁶ "Building Permits For Work Here Total \$29,548," *Galveston Daily News*; April 9, 1939, p. 24.

⁷ "Rock Home Under Construction Here," *Galveston Daily News*; September 17, 1939, p. 12.

⁸ Insurance Record for 4502 Avenue O; "Rock Home Under Construction Here," September 17, 1939.

⁹ Insurance Record for 4502 Avenue O.

¹⁰ "C.L. Regini Sr. Dead of Heart Attack At 64," September 21, 1962.

¹¹ "Italia Carubbi Regini, 1993," *Find a Grave*.

¹² Insurance Record for 4502 Avenue O; Assorted Galveston City Directories: 1939, 1941, 1945, 1951, 1960, 1971, 1974, 1977, 1979. Available at the Preservation Resource Center, Galveston Historical Foundation, Galveston, Texas; "C.J. Michalis Jr. Dies in Hospital," *Galveston Daily News*; November 20, 1966, p.4; "Old Model Laundry Has Come to an End," *Galveston Daily News*; April 28, 1973, p.1.

¹³ "Certificate of Death, Charles J. Michaelis." State File No. 56141. Texas Department of State Health Services; Austin Texas, USA; *Texas Death Certificates, 1903–1982*

¹⁴ "Margaret Michaelis," *Galveston Daily News*; August 7, 1986, p.6.

¹⁵ "C.J. Michalis Jr. Dies in Hospital," November 20, 1966.

¹⁶ "Old Model Laundry Has Come to an End," April 28, 1973.

¹⁷ Insurance Record for 4502 Avenue O.

¹⁸ "Mr. and Mrs. Joe Max Taylor." *Galveston Daily News*; August 27, 1973, p. 7.

¹⁹ "The Garden and Patio." *Galveston Daily News*; April 5, 1976, p. 16.

²⁰ Assorted Galveston City Directories: 1939, 1941, 1945, 1951, 1960, 1971, 1974, 1977, 1979; Insurance Record for 4502 Avenue O.



City of Galveston

COMMUNITY OUTREACH

823 Rosenberg | Galveston, TX 77550
409.797.3707

May 8, 2019

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

From: Barbara Ekelund-Sanderson, Executive Director of Community Outreach

RE: CITY COUNCIL TO CONSIDER FOR APPROVAL OF AMENDING ORDINANCE NO. 93-15, AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 2, "ADMINISTRATION", OF THE CODE OF THE CITY OF GALVESTON, 1982, AS AMENDED, TO CREATE THE GALVESTON CULTURAL ARTS COMMISSION; PROVIDING A SAVINGS CLAUSE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

I. BACKGROUND:

- A. The Galveston Cultural Arts Commission has been in the process of reviewing the current Ordinance No. 93-15.
- B. The Galveston Cultural Arts Commission recently voted unanimously on Friday, March 15, 2019 to recommend the following changes to the Ordinance:
 1. Sec. 2-180 – Established. The Commission shall be composed of nine (9) voting members drawn from the Arts Community as follows:
The visual arts (painting, sculpture, pottery, jewelry); the performing arts (music, theater, dance) including individual performing arts; the education community; the community at large. A City Council member shall be appointed as an ex-officio member without the right to vote.
 2. Sec. 2-181 – Terms. The Councilmember shall be appointed by the City Council and shall serve at the discretion of the City Council. All members shall serve for a term of two (2) years. All appointees shall serve with no compensation; and except for the appointed City Councilmember may not hold any elective office of the State of Texas or any political subdivision thereof. Members of the committee shall elect a chairperson from among its members and any vacancy in an unexpired term shall be filled by council appointment for the remainder of the term. All appointees shall serve at the discretion of City Council. No member may serve for more than two (2) consecutive full terms nor for any consecutive period greater than the period allowed by section 2-161 (b) of the City Code.





City of Galveston

COMMUNITY OUTREACH

823 Rosenberg | Galveston, TX 77550
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3. Sec. 2-182 – Powers, mission, goals and objectives.
(Change) insure to ensure. (Add) number (9) Recommend to City Council the award of funds for public arts projects in accordance with guidelines established by Council.
4. Sec. 2-182a – Budget and expenditures.
 - (1) The City Council may allocate funds derived from Hotel Occupancy Taxes (HOT) during the budget process for the promotion of public art in the City of Galveston.
 - (2) The Commission shall receive applications for funding of public arts projects and shall make recommendations to Council for the award of funds in accordance with the guidelines approved by City Council.
5. Sec. 2-184 – Meetings.
(Add) – The commission shall elect a secretary from among its members and the secretary shall record the minutes of the committee's meetings and deliver the minutes to the City Secretary. The City Secretary shall post notice of meetings of the Commission in accordance with the law.

II. CURRENT SITUATION:

The Galveston Cultural Arts Commission is requesting City Council amend Ordinance No. 93-15 with the changes listed above.

III. ISSUES:

The Galveston Cultural Arts Commission needs Ordinance No.93-15 amended, so the Commission can move forward if HOT funds are allocated from City Council for public art.

IV. ALTERNATIVES:

- A. City Council approves amending Ordinance No. 93-15, an Ordinance of the City of Galveston, Texas, Amending Chapter 2, "Administration", of the Code of the City of Galveston, 1982, as amended, to create the Galveston Cultural Arts Commission; providing a savings clause; making various findings and provisions related to the subject.
 1. Cost – Only if City Council allocates HOT funding for Art projects
 2. Benefit to the Public – Improves the quality of life for citizens and visitors to Galveston Island.





City of Galveston

COMMUNITY OUTREACH

823 Rosenberg | Galveston, TX 77550
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B. City Council disapproves amending Ordinance No. 93-15, an Ordinance of the City of Galveston, Texas, Amending Chapter 2, "Administration", of the Code of the City of Galveston, 1982, as amended, to create the Galveston Cultural Arts Commission; providing a savings clause; making various findings and provisions related to the subject.

1. Cost – None
2. Benefit to the Public – None

V. RECOMMENDATION:

Concur in Alternative A and approve amending Ordinance No. 93-15, an Ordinance of the City of Galveston, Texas, Amending Chapter 2, "Administration", of the Code of the City of Galveston, 1982, as amended, to create the Galveston Cultural Arts Commission; providing a savings clause; making various findings and provisions related to the subject.

FISCAL POLICY STATEMENT:

Source of Request	Galveston Cultural Arts Commission Barbara Sanderson, Executive Dir.
Amount of Expenditure	City Council would need to allocate Funding for projects
Estimated Revenue, if any	Improve the Quality of Life for Citizens and Visitors
Funding Source	HOT funds
Additional Information	The Galveston Cultural Arts Commission will also seek additional funding and grants for public art projects.

Sincerely Submitted,

Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Approved,

Brian Maxwell
City Manager





City of Galveston

COMMUNITY OUTREACH

823 Rosenberg | Galveston, TX 77550
409.797.3707

GALVESTON CULTURAL ARTS COMMISSION

ARTIST GRANTS

What Projects can be funded?

- The Galveston Cultural Arts Commission will support public art projects up to \$5,000.00. Public Art projects include any artwork that exists in the public sphere. Projects can be Visual Arts, Literary Arts, Performing Arts, or Media Arts. Funding is available to Individual Artists and Collectives. Artists may be supported by Institutions, but grants will not be made to organizations.
- The public component of the project needs to be located in the City of Galveston. There are no residency restrictions, but Galveston residents are encouraged to apply.

How to Apply

- Applicants will submit the following:
 - Brief Biography including residency information
 - Project Description including a detailed site plan
 - Previous work samples 5-10 related images for Visual Projects, 5 Minutes of Video for Performance, Writing Sample for Literary works.
 - A Proposed Budget
 - A proposal for public workshop if desired
 - Timeline for completion: Projects must be completed during the 2019-2020 fiscal year

Review Process

- All applications will be reviewed by the Galveston Cultural Arts Commission
- Priority will be given to Galveston Residents
- Proposals will be evaluated on artistic merit, feasibility, accessibility to the public, and impact on the artistic community.



DIVISION 3. – GALVESTON COMMISSION FOR THE CULTURAL ARTS COMMISSION

Sec. 2-180. - Established.

There is hereby established the Galveston Cultural Arts Commission. ~~for the Arts The Commission shall be~~ composed of nine (9) voting members ~~consisting of two (2) members drawn~~ from the ~~Arts Community as follows: The~~ visual arts (painting, sculpture, pottery, jewelry); ~~one (1) such representative from a visual arts organization, this appointment shall rotate between a representative from each organization from term to term, and the other representative from this category shall be an individual visual artist; two (2) representatives from~~ the performing arts (music, theater, dance), ~~including individual performing arts; one (1) such representative from a performing arts organization or commercial theater, such appointment shall be rotated between such organizations from term to term, and the other representative being an individual performing artist; one (1) representative from the education community; three (3) representatives from and~~ the community at large; ~~and, one (1) performing arts literary representative.~~ A city council member shall be appointed as an ex officio member without the right to vote.

(Ord. No. 93-15, § 2, 1-28-93; Ord. No. 94-28, § 2, 5-12-94; Ord. No. 03-070, § 2, 7-10-03)

Sec. 2-181. - Terms.

The councilmember shall be appointed by the city council and shall serve at the discretion of the city council. The other members of the commission shall be appointed by the city council for a term of ~~two (2) three (3)~~ years and ~~shall be staggered in accordance with Section 2-161 of the City Code, except, of the first seven (7) members appointed, three (3) shall serve for a term of one (1) year. All other members shall serve for a term of two (2) years.~~ All appointees shall serve without compensation; and except for the appointed city councilmember may not hold any elective office of the State of Texas or any political subdivision thereof. Members of the committee shall elect a chairperson ~~and a secretary~~ from among its members ~~for a one (1) year term~~ and any vacancy in an unexpired term shall be filled by council appointment for the remainder of the term. All appointees shall serve at the discretion of city council. No member may serve for more than two (2) consecutive full terms nor for any consecutive period greater than the period allowed by ~~section 2-161(b) of the City Code~~ ~~the City Charter~~.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-182. - Powers, mission, goals and objectives.

- (a) The committee shall be an advisory committee.
- (b) The mission of the commission is to further the fine arts on Galveston Island through the recognition and development of excellence and all aspects of the cultural arts in the community, and insure the accessibility of the arts by all.
- (c) The goals of the commission are to develop a comprehensive policy for the arts and cultural associations under a cultural plan that includes a public art program and guidelines for private initiatives. Based on an evaluation of the community's cultural needs, resources, and aspirations, the commission may recommend appropriate programs, organizations, facilities, funding and budgets in support of the arts.
- (d) The commission shall have the following objectives:

- (1) Initiate the process of cultural planning with participation from the arts community, public officials, local business leaders, and all other interested persons or entities;
- (2) Facilitate the organization of an arts forum, opened to whomever wishes to attend, that would meet monthly or quarterly for the purpose of discussing any issues or ideas within the arts community;
- (3) Conduct a survey and maintain an inventory of cultural resources to include display spaces, performance spaces, educational facilities and opportunities, artists, organizations and make an effort to assess the needs, aspirations, opportunities and potentials for these resources;
- (4) Determine the levels and sources of public and private funding in support of the arts, develop strategies to sustain and expand that support and initiate a budget to insure the fair and equitable allocation of those funds;
- (5) Integrate a public arts program into the city's planning and capital improvements program, and provide incentives for private investment and public art in order to enhance the character of neighborhoods in the visual aesthetics of the community;
- (6) Collect and disseminate information within the community and from other cities on the economic benefits of cultural planning, cultural tourism, and the public and private support of the arts;
- (7) Facilitate and encourage the development of art education programs in the public schools, public housing, or any other facility or entity that will provide exposure, appreciation, training, vocation, and marketing of the arts to all members of all cultures in the community and develop an artist-in-residence program utilizing either state and/or federal funds for such program; and
- (8) Initiate a cultural exchange program with other communities for both the visual and performing arts.

(9) Recommend to City Council the award of funds for public art projects in accordance with guidelines established by Council.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-183. - Quorum and voting.

A majority of the membership shall constitute a quorum for the conduct of business. All members of the commission except the council representative shall have the right to vote.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-184. - Meetings.

The commission shall meet as often as necessary to discuss matters within the concern of the committee and take necessary action thereon; however, the commission shall meet no less than once each month no less than four (4) times during each fiscal year. The quarterly meetings shall occur no later than thirty (30) days after the end of the previous fiscal quarter. The fiscal quarters are as follows:

Dates	Meeting Before
Oct. 1 st – Dec. 31 st	January 31 st

<u>Jan. 1st – Mar. 31st</u>	<u>April 30th</u>
<u>Apr. 1st – June 30th</u>	<u>July 31st</u>
<u>July 1st – Sept. 30th</u>	<u>October 31st</u>

The chairperson of the commission, who shall be elected by a majority of the members, or any two (2) members of the commission may call a special meeting as necessary to conduct business. All meetings shall be subject to the Texas Open Meetings Act. The meeting shall be held at a place readily accessible to the public City Hall and in accordance with the Texas Open Meetings Act. Provided, however, the committee may convene into executive session on matters which are allowed to be closed to the public under the Texas Open Meetings Act. The commission shall elect a secretary from among its members and the secretary of the Commission shall record the minutes of the committee's meetings and post notice of the same in accordance with the law deliver the minutes to the City Secretary. The City Secretary shall post notice of meetings of the Commission in accordance with the law.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-185. - Rules of procedure.

The commission may adopt its own rules for the conduct of business before it. Should the commission fail to adopt its own rules of procedure, t The conduct and procedure of the commission's meetings shall conform to and be governed by the City Charter, this Code, and Robert's Rules of Order, Revised.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-186. - Reserved. Budget and expenditures

(1) The City Council may allocate funds in the amount of \$50,000 derived from Hotel Occupancy Taxes (HOT) during the budget process for the promotion of public art in the City of Galveston.

(2) The Commission shall receive applications for funding of public arts projects and shall make recommendations to Council for the award of funds in accordance with the guidelines approved by City Council.

Editor's note— Ord. No. 03-070, § 3, adopted July 10, 2003, repealed § 2-186 in its entirety, which pertained to terms and derived from Ord. No. 93-15, § 2, adopted January 28, 1993, and Ord. No. 00-004, § 2, adopted January 13, 2000.

Secs. 2-187— Artist Grants

(1) Applicants will submit the following:

- Brief Biography including residency information
- Project Description including a detailed site plan

- Previous work samples 5-10 related images for Visuals Projects, 5 Minutes of Video for Performance, Writing Sample for Literary Works
- A proposed budget
- A proposal for public workshop if desired
- Timeline for completion: Projects must be completed during the 2019-2020 fiscal year.

(2) Eligible Projects

The Galveston Arts Commission will support public art projects up to \$5,000.00. Public Art projects include any artwork that exists in the public sphere. Projects can be Visual Arts, Literary Arts, Performing Arts, or Media Arts. Funding is available to Individual Artists and Collectives. Artists may be supported by institutions, but grants will not be made to organizations. The public component of the project needs to be located in the City of Galveston. There are no residency restrictions, but Galveston residents are encouraged to apply.

(3) Review Process

All applications will be reviewed by the Galveston Cultural Arts Commission. Priority will be given to Galveston Residents. Proposals will be evaluated on artistic merit, feasibility, access to the public, and impact on the artistic community.

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 2, “ADMINISTRATION”, ARTICLE IV, “BOARDS, COMMISSIONS, AND COMMITTEES”, SECTION 2, “GALVESTON COMMISSION FOR THE ARTS”, OF “THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED” CHANGING THE NAME OF THE COMMISSION, THE COMPOSITION OF THE COMMISSION, ALLOWING THE ELECTION OF A SECRETARY, ALLOWING THE COMMISSION TO FUNCTION AS AN ADVISORY ENTITY TO CITY COUNCIL FOR THE PURPOSE OF ASSISTING THE AWARD OF GRANTS FOR PUBLIC ART PROJECTS, SETTING THE NUMBER AND DATES OF MEETINGS OF THE COMMISSION, MANDATING SUCH MEETINGS TAKE PLACE AT CITY HALL, CREATING A PROCEDURE FOR THE AWARD OF GRANTS FOR PUBLIC ART PROJECTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in March 2018, the City Council of the City of Galveston decided to set a budget for the Commission of the Arts; and,

WHEREAS, the Commission of the Arts had never before had a budget to fund public art projects in the City of Galveston; and,

WHEREAS, such funding is meant to increase the amount of public art available to the viewing public in the City of Galveston; and,

WHEREAS, it is necessary to amend the Code of the City of Galveston to define the role of the Commission, and give guidance and direction so that the Commission may carry out its assignment given by City Council; and

WHEREAS, the City Council finds it is in the public interest to amend the portion of the Code of the City of Galveston regarding the Galveston Commission of the Arts to empower the commission to receive applications and make recommendations to City Council for the funding of public art projects.

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

SECTION 1. That 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. That Chapter 2, “Administration”, Article IV, “Boards, Commission, and Committees”, Section 2, “Galveston Commission for the Arts”, the Code of the City of Galveston 1982, as amended, are hereby amended in the attached Exhibit A.

SECTION 3. It is hereby declared 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 not be declared invalid by 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 and may be read and published by description 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:

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 23rd day of May, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ___th day of _____, 2019.

Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ENDORSING THE APPOINTMENTS OF CERTAIN INDIVIDUALS TO THE "GALVESTON COUNTY UNITED BOARD OF HEALTH"; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE GALVESTON COUNTY HEALTH DISTRICT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District; and,

WHEREAS, on August 8, 2019, by the Galveston County Commissioners' Court nominated for the reappointment of four current members of the Board and one new member of the Board; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to confirm the appointment of the nominated individuals;

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 confirms the appointment/reappointment of the following individuals to the "Galveston County United Board of Health":

Term will be May 1, 2019 – April 30, 2020

<u>Name</u>	<u>Represents</u>
Barry Terrell	Municipality (new appointment)

Term will be May 1, 2019 – April 30, 2021

<u>Name</u>	<u>Represents</u>
Holly Lilley	Food Service (re-appointment)
Della Grusendorf Brown	Registered Nurse (re-appointment)
Eric Froeschner	Citizen at Large (re-appointment)
John Hackbarth, DDS	Dentist (re-appointment)
Dr. Annette Jenkins	Citizen at Large (new appointment)

Dr. Chad Clause

Municipality (new appointment)

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to send a certified copy of this Resolution to Amanda Wolff, Executive Office Coordinator/Assistant to the CEO, Galveston County Health District, P. O. Box 939, La Marque, Texas 77568 (awolff@gchd.org).

SECTION 4. This Resolution shall become effective upon its adoption by the City Council 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 23rd day of May, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston

City of Galveston

Port of Galveston Insurance Proceeds Audit

City Auditor: Glenn Bulgherini, CPA, FCPA, CICA, CCS

Assistant City Auditor: Carrie Sumrall, CFE, CICA, CCS

CITY OF GALVESTON
RECEIPT AND USE OF HURRICANE IKE INSURANCE PROCEEDS
PEPARED BY THE CITY OF GALVESTON AUDITOR'S OFFICE

April 19, 2019

Background:

The City Council of Galveston approved agenda item 12A on October 25, 2018 for the City Auditor's Office to audit the receipt and use of insurance proceeds on City owned assets and report the findings back to City Council. This action was taken by City Council in response to The Galveston Wharves Board September 25, 2018 Workshop. This Workshop included Discussion Item D1 in which The Port Director/CEO Roger Rees announced that the Port of Galveston had received \$55 million in insurance proceeds for Hurricane IKE and that he was not aware of where all of this money was spent. Hurricane IKE made landfall over Galveston, Texas on September 13, 2008 causing extensive damage to the Port of Galveston as well as the entire Galveston Island.

Objective:

The objective of this audit is to first verify the amount of Hurricane IKE insurance proceeds received by the Port of Galveston and second to document the disbursements of those funds.

Scope:

The audit scope included review of all documentation received from the Port of Galveston beginning January 1, 2007 through December 31, 2018.

Methodology:

To achieve the first part of the audit objective The City Auditor's Office obtained and reviewed documentation that related to the insurance carrier's adjustment of the Port of Galveston's Hurricane IKE claim. The Port of Galveston held for the year 2008, the year Hurricane IKE made landfall and caused damages to the Port, a total of \$55 million blanket insurance coverage between various insurance carriers as follows:

POLICY	INSURER	AMOUNT
Primary	Lexington	\$5.0 million
First Excess Layer	Lloyd's of London AWAC	\$7.5 million
Second Excess Layer	Lloyd's of London AWAC	\$12.5 million
Third Excess Layer	AWAC Lancashire	\$15.0 million
Fourth Excess Layer	Lexington	\$15.0 million
		<u>\$55.0 million</u>

The City Auditor's Office traced the insurance carrier's adjustment information to the Port's bank statements to validate and confirm the accuracy of the receipt of the insurance proceeds.

CITY OF GALVESTON
RECEIPT AND USE OF HURRICANE IKE INSURANCE PROCEEDS
PEPARED BY THE CITY OF GALVESTON AUDITOR'S OFFICE

Second, The City Auditor's Office established silos of funds relating to the Port. These silos are as follows:

- (1) Earnings and Profits of The Port of Galveston from Previous Years.
- (2) Earnings and Profits of The Port of Galveston from the Current Year.
- (3) Insurance Proceeds.
- (4) FEMA Proceeds.

The City Auditor's Office accounted for the receipts and disbursements within each silo based upon the Port of Galveston's accounting records.

Audit Results for First Objective:

The audit results proved that \$55 million was received from the insurance carriers and deposited into Port of Galveston bank accounts or paid directly to Hurricane IKE contractors on the following dates:

<u>DATE</u>	<u>AMOUNT</u>
September 25, 2008	\$ 1,500,000
October 28, 2008	\$ 1,000,000
December 31, 2008 (Paid Directly to Contractor)	\$ 2,500,000
January 22, 2009	\$ 6,513,074
February 11, 2009	\$ 723,675
May 7, 2009	\$ 525,767
May 7, 2009	\$ 4,494,979
May 13, 2009	\$ 236,926
June 10, 2009	\$ 4,971,631
June 18, 2009	\$ 552,403
October 7, 2009	\$ 904,614
October 8, 2009	\$ 1,783,390
October 13, 2009	\$ 504,614
October 20, 2009	\$ 807,382
December 21, 2009	\$ 1,225,000
December 24, 2009	\$ 2,275,000
June 22, 2010	\$ 1,349,762
June 22, 2010	\$ 1,889,667
July 2, 2010	\$ 2,159,641
October 19, 2010	\$ 1,428,873
October 21, 2010	\$ 1,020,624
October 26, 2010	\$ 1,632,978
* July 17, 2012 (Litigation Proceeds)	\$ 15,000,000
	<u>\$ 55,000,000</u>

CITY OF GALVESTON
RECEIPT AND USE OF HURRICANE IKE INSURANCE PROCEEDS
PEPARED BY THE CITY OF GALVESTON AUDITOR'S OFFICE

* The Port of Galveston was forced to take litigation against the insurance carrier responsible for the fourth layer of coverage. The insurance carrier claimed that the fourth layer of coverage was not applicable because (1) the policies provided for scheduled coverage rather than blanket coverage and the Port had only specific coverage in certain areas. (2) The insurance carrier put forward they were entitled to undertake post-loss underwriting to increase property values and correspondingly the deductible charged to the Port of Galveston. (3) The insurance carrier claimed that the Port was either not severely damaged or that damages were caused by wear and tear rather than from Hurricane IKE. The Port of Galveston prevailed in the litigation and Lexington paid the Port \$15 million.

Audit Results for Second Objective:

The audit results using the silos proved that the first \$40 million received by insurance carriers from September 25, 2008 through October 26, 2010 were disbursed for Hurricane IKE recovery expenses as follows:

RECOVERY ACTIVITY	AMOUNT
Debris Cleanup - Paid to Contractors	\$26.2 million
Internal Expenses for Debris Cleanup	\$3.3 million
Hurricane IKE Repairs - Paid to Contractors	\$10.5 million
	<u>\$40.0 million</u>

These audit results were further confirmed by the Port of Galveston's accounting records. However, the Port of Galveston's accounting records did not identify the disbursements for the \$15 million received on July 17, 2012 from the Lexington insurance carrier as a result of litigation. This \$15 million was transferred to an unrestricted investment pool account with TexSTAR, an investment service organization for local governmental units, the next day on July 18, 2012. The \$15 million in TexSTAR was later transferred back to the Port of Galveston's Operating Bank Account intermittently through the following two time periods as follows:

- (1) January 30, 2013 through December 22, 2014.
- (2) February 28, 2016 through April 28, 2016.

CITY OF GALVESTON
RECEIPT AND USE OF HURRICANE IKE INSURANCE PROCEEDS
PEPARED BY THE CITY OF GALVESTON AUDITOR'S OFFICE

The audit results proved using the silos explained earlier that this \$15 million was spent on Port operations not related to Hurricane IKE damages a follows:

PORT OPERATIONS	AMOUNT
Payroll	\$5.1 million
Employee Benefits	\$1.4 million
Payments to Parking Contractors	\$0.8 million
Sales Tax Payments for Parking	\$0.4 million
Attorney Fees	\$0.1 million
Office Expense	\$0.2 million
BMW Project Reimbursed by IDC	\$1.0 million
Payments to Railroads	\$0.2 million
Insurance Premiums	\$3.9 million
Port Repairs Non Recovery	\$0.9 million
Security Officers	\$0.3 million
Utilities	\$0.4 million
	<u>\$14.7 million</u>

Please note that \$.3 million still remained in the TexSTAR account as of December 31, 2016, which was the last available records of the TexSTAR account that the City Auditor's Office was able to obtain.

City Auditor's Recommendations:

The City Auditor recommends the following:

- (1)** The Port of Galveston management should review all business and casualty insurance policies to ensure the most efficient and effective insurance coverage for debris cleanup.
- (2)** The Board of Trustees of the Galveston Wharves should deliberate if Hurricane IKE insurance proceeds were disbursed in accordance with the policies of The Port of Galveston.

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

Date: May 15, 2019

To: City Council
Brian Maxwell, City Manager

From: Donald Glywasky, City Attorney

Re: **Request for approval of an extension of Third Party Contract Administration & Project Evaluation Services with additional expenditure of \$25,000.00 for same; 59th Street Pump Station-City of Galveston, Galveston, Texas; Consultant Services; Water Tank Construction-Consultant Services.**

I. Background

- A. The firm was retained to conduct professional services including an independent review of contract and construction documents and provide a report related to the delay by engineers in completion of the 59th Street Pump Station. This investigation and report(s) are in anticipation of litigation against engineers on the project. A contract had previously been approved in December 2018.
- B. The firm was also retained to provide construction, engineering and architectural contract oversight on the 59th Street Pump Station until its completion, including supplemental review of Work Progress; coordinate water tank start up with the requirements of the pump station and provide additional expertise and support with water tank closeout procedure.
- C. Due to additional delay in the project, the contract has expired having met the \$50,000 maximum expenditure approved by Council. However, the services are still being utilized and an extension is requested and recommended.
- D. A purchase order is required to process invoices for the services.
- E. The additional fee is \$25,000; \$50,000 had previously been authorized so the total expenditure will be \$75,000.

F. The professional consulting services from Applied GRT, LLC are ongoing.

G. The contract extension dates April 11, 2019 accompanies this report.

II. Current Situation

Whether to authorize payment for professional consulting services for an additional \$25,000.00 pursuant to the contract between the City and Applied GRT, LLC are for FY 2018-19.

III. Issues

1. Payment of an additional \$25,000 to Applied GRT
2. Timing – The professional services are continuing and a current invoice is due.

IV. Alternatives in Order of Priority

None.

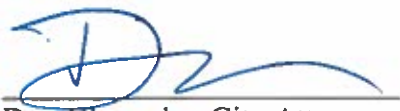
V. Recommendation

Authorize execution of the April 11, 2019 contract extension and payment of an additional \$25,000.00 from the Capital Projects Department for services provided by Applied GRT, LLP, in addition to \$50,000.00 already paid.

VI. Fiscal Impact Report

Requested by:	Don Glywasky, City Attorney Ross Blackketter, Director, Capital Projects
Funding Source:	Water Improvement Fund.
Commodity:	Consulting Services (96150)
Costs of Implementation:	\$25,000.00

Respectfully submitted,



Don Glywasky, City Attorney

April 11, 2019

Mr. Donald S. Glywasky
City Attorney
City of Galveston
823 Rosenberg, Suite 205
P.O. Box 779
Galveston, TX 77553

PROPOSAL FOR: 3rd Party Contract Administration & Project Evaluation Services;
59th Street Pump Station-City of Galveston, Galveston, TX;
-Consultant Services
Water Tank Construction
-Consultant Services

Dear Mr. Glywasky,

Applied GRT LLC (GRT) is pleased to submit a fee proposal to provide 3rd Party Contract Administration & Project Evaluation Services for the City of Galveston (the City). We understand some typical project management services may be required. The General Contractor for the 59th Street Pump Station, Cardinal Construction, has threatened litigation against the City; Scott Fendrick of Applied GRT will also provide consulting expert services under this agreement.

SCOPE AND FEE

We understand this work to primarily consist of a reviewing the General Contractor's (GC) Proposed Change Orders and evaluating the substantiating information, the direction by the Engineer of Record and overall compliance with the structure of the Contract Documents (CDs). Delay days may have cost implications per the contracts and that analysis will also be presented for review also.

We propose a Not to Exceed Fee. The Fee is anticipated to be expended as follows:

Not to Exceed Fee: **\$ 25,000.00**

Anticipated Breakdown of Fee

Construction Project Mtgs	NLT July 2019	\$ 10,000.00
Mediation/Litigation Mtgs	No End Date	\$ 13,000.00
Reimbursable Expenses	Lump Sum	\$ 2,000.00

COMPLETION SCHEDULE

We will provide draft reports as directed by the City Attorney within thirty (30) days of the request and final reports fourteen (14) days from receipt of the City review comments. This completion schedule relies on GRT receiving the associated documents to perform this review. Please see Exhibit A for list of documents that may be requested for a complete analysis.

April 11, 2019
Mr. Donald S. Glywasky
City of Galveston

PROJECT GUIDELINES

This analysis of the contracts and CDs will include, but is not limited to, potential impacts from other documents as provided by the City. These may include 1) Requests for Information (RFIs), 2) Proposed Change Order Requests (PCOs), 3) Change orders (CO), 4) Product Submittals, 5) Construction Change Directives (CCDs) and Claims as defined by contract, 6) Contractor Daily Logs, 7) Project Meeting Minutes, 8) Emails and letters, and any other documents provided by the City.

GRT may attend, when possible, construction progress meetings, and any other meeting as requested, for the 59th Street Pump Station and for the water tank construction projects. GRT will provide written summaries to the City Attorney of those meetings as requested.

We shall present our findings on Project Performance in draft form (email) and finalize this information upon your review and comment. Significant variances in normal project protocols will be identified. We shall be prepared to make a presentation with our findings upon your request.

- 1) Review the PCO Log and individual PCOs for proper direction, supporting documentation, and appropriate pricing.
- 2) Review Change Orders for changes in time and/or contract amounts. The changes must be recorded, complete, and include supporting documentation as required.
- 3) Review Contractor Claims, if any, for quality, timeliness, and significance. Claims must follow contractual provisions for notification.
- 4) Review supporting documentation such as General Contractor daily logs, Project Meeting Minutes, Email and letter correspondence, etc.

The analysis may quantify where responses, to project related correspondence as outlined above, was not timely, not complete, and not definitive; potentially affecting the scheduled completion of the project. This analysis will attempt to identify how these delays affected the General Contractor's construction schedule and assign contractual responsibility.

COMPENSATION:

The City of Galveston shall compensate Applied GRT LLC under the terms and conditions of this agreement.

- i. Applied GRT LLC shall invoice on an hourly basis each month not to exceed the maximum established herein as follows:

Principal in Charge	\$160.00/hr.
Project Manager	\$140.00/hr.
Project Controls Analyst	\$90.00/hr.
Site Visits	Hourly per visit + Reimb. Expenses
- ii. Reimbursable Expenses, such as printing and reproduction costs, travel expenses (per IRS Standard mileage rate) shall be invoiced at direct cost.

April 11, 2019
Mr. Donald S. Glywasky
City of Galveston

- iii. Services, not specifically identified in the Project Guidelines or elsewhere in this proposal, shall be considered additional services. Please see **ADDITIONAL SERVICES**.

SERVICES TO BE PERFORMED:

- i. Evaluation of the GCs Proposed Change Orders is the primary focus with impacts evaluated per PCO. Specific attention shall be placed on proper direction for the proposed change, the supporting documentation provided, the reasonableness of the costs and how this change affects the schedule. The delay evaluation would also include the associated costs incurred from the delay per the contractual responsibility.
- ii. Participation in meetings as requested by the City to bring closure to potential claims.

SERVICES NOT TO BE PERFORMED:

- i. This project review will not be an exhaustive analysis of every item within the Designer's or GCs business practices, but rather a review of normal procedures to evaluate compliance with the contract documents and define the contract limitations.

COMPENSATION TERMS:

- i. Services identified or requested by the City exceeding the project guidelines above will be considered **ADDITIONAL SERVICES**.
- ii. GRT will secure approval, in writing, from the City for any requested additional service before proceeding with the work.
- iii. All invoicing shall be in accordance with our standard office invoicing procedures with invoices delivered to your office on or about the first day of each month. GRT will invoice for the hours completed on the project to date.
- iv. Payment shall be made within thirty (30) days of receipt of invoice.
- v. Should these services be interrupted or delayed, GRT will invoice for the man hours completed at that time. Outstanding invoices will be due and payable as described herein.

ADDITIONAL SERVICES COMPENSATION:

- i. GRT will invoice additional services at the rates identified under **COMPENSATION** in this proposal.
- ii. Payment, for additional services, shall be due within thirty (30) days.

April 11, 2019
Mr. Donald S. Glywasky
City of Galveston

AGREEMENT: We are sending you our agreement electronically. Should this contract meet your approval, please indicate your acceptance by signing at the location indicated below and returning to us.

In the event that the not to exceed amount of \$25,000.00 is not sufficient, the City will have the option of terminating the engagement when the not to exceed amount has been reached, or may obtain the authorization of City Council to continue the engagement.

Best Regards,

Accepted by:

Mr. Scott Fendrick, AIA, CxA+BE
Founding Partner
Applied GRT LLC
Date _____

Mr. Donald S. Glywasky
City Attorney
City of Galveston
Date _____

Mr. Brian Maxwell
City Manager
City of Galveston
Date: _____

Cc:
Mr. Ross Blacketter
Director of Capital Projects

Mrs. Kim Coogan
Assistant City Attorney

Enclosure:
Exhibit A – Documents Requested

April 11, 2019
Mr. Donald S. Glywasky
City of Galveston

EXHIBIT A

DOCUMENTS REQUESTED:

The documents listed below are typical and we anticipate the analysis will reference these documents often. The responsible party identified is for reference only. This list is also not exhaustive, additional information may be requested at a later date.

General Contractor's

- 1) Original/Approved Schedule satisfying end date compliance
- 2) All subsequent schedules as provided or adopted by team members
- 3) Three week look ahead schedules used in construction meetings
- 4) RFI Log
- 5) PCO Log/GCs Proposed Change Order Log
- 6) CCDs and/or Contractor Claims
- 7) Project Meeting Minutes
- 8) Written Correspondence/Letters

PM/Designer's

- 1) Original Drawings and Specifications
- 2) Revised Drawings and Specifications
- 3) GCs Original/Approved Schedule
- 4) RFI Log
- 5) PCO Log
- 6) Change Order Log
- 7) CCDs and/or Contractor Claims
- 8) Site Reports/Observation Reports
- 9) Project Meeting Minutes
- 10) Written Correspondence/Letters

Owner

- 1) Executed Contract with GC
- 2) Executed Contract with PM/Designer
- 3) Written Correspondence/Letters



City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

April 25, 2019

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

From: Michael W. Loftin, Assistant City Manager Finance

RE: Consider for action approval of a contract with Whitley Penn for external audit services.

I. Background

- A. The City requires the service of an independent auditor to perform audit services of the City's financial statements and related notes to the financials by a Certified Public Accountant.
- B. The city's current external auditor, Whitley Penn, has served in this capacity since fiscal year 2015.
- C. The City issued RFP 18-20 on June 4, 2018 and received proposals on July 3, 2018 from seven firms.
 - i. Belt Harris Pechacek, LLLP
 - ii. Whitley Penn
 - iii. McConnell & Jones, LLP
 - iv. Carr Riggs & Ingram
 - v. ABIP, P.C.
 - vi. Grant Thornton, LLP
 - vii. RSM
- D. City staff evaluated the proposals and narrowed the selection to three CPA firms; Whitley Penn, ABIP, P.C. and Belt Harris Pechacek. The pricing schedules, submitted separately from the proposals, were then scored, ranked and added to the overall raw score total. Whitley Penn was ranked the highest score card.

II. Current Situation

Whitley Penn's proposal presented the best combination of experience and expertise as a firm and consultants and as well as price. Mr. Chris Breaux is the engagement partner in charge for the City and has a long familiarity with the City's accounting and financial structure.

III. Issues

- 1. Cost – Annual all-inclusive maximum price for fiscal years 2019-2021 ranges from \$135,045 to \$144,300 per year.
- 2. Timing – Initiate the current fiscal year audit process by August 24, 2019.



3. Impact or ramifications – At the close of each fiscal year, an independent audit is completed of all accounts of the City by an independent certified public accountant. Upon completion of the audit, the comprehensive annual financial report shall be filed in the office of the City Secretary as a public record. To do otherwise runs the risk of non-compliance with city and state ordinances and deadlines.
4. Term and termination – The agreement will run for three years.

IV. Alternatives in order of priority

- A. Hire a different firm that has less familiarity with the City of Galveston and its accounting and financial structure.
- B. Hire Whitley Penn as the best CPA firm available to the City considering understanding of the City, auditing governmental entities experience and cost.

V. Recommendation

Concur in Alternative B.

VI. Fiscal Impact Report

Requested by:	Michael W. Loftin
	Assistant City Manager Finance
Funding Source:	General Fund \$135,045
Costs of implementation:	Approximately \$420,445 over a three year period

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City of Galveston, Texas



Cost of Services Proposal *RFP No. 18-20* *Auditing Services*

July 3, 2018

Christopher L. Breaux, CPA
3737 Buffalo Speedway, Suite 1600
Houston, Texas 77098
713-386-1113 (Direct)
713-906-0250 (Mobile)
Christopher.Breaux@whitleypenn.com



Certification

*I hereby certify that I am an authorized agent of the proposing Auditor empowered to submit the bid and authorized to sign a contract with the **City of Galveston, Texas** ("the City").*



Christopher L. Breaux, CPA, Audit Partner

29 Jun 2018

Date

Obviously, fee considerations are an important factor in selecting a firm for professional services such as auditing and consulting. In this regard, we welcome input on our fee estimate levels during the proposal process. As you are aware, we would very much like to have the opportunity to serve the City and would welcome the opportunity to discuss the appropriateness of our fee estimate levels, especially if they become a significant factor in making our firm the City's choice.

We would expect to remain within any negotiated fee level unless factors considered by us in estimating the fee level change significantly. Should circumstances dictate that material increases in our time requirements are necessary, we would discuss this with management and the City Council immediately. We would not bill the City for amounts in excess of our negotiated fees without first discussing the matter and receiving approval from management. Fees for our services are based on our standard hourly rates. We would bill the City for our services on a monthly basis as services are performed.



PROFESSIONAL COST

	Hours	Quoted Hourly Rate	Total
Partners	72	\$ 260	\$ 18,720
Managers	225	165	37,125
Senior	210	150	31,500
Staff	268	135	36,180
Subtotal	775		123,525
Federal and State Single Audit			12,520
Total All-Inclusive Maximum Price			\$ 136,045

Financial Statement Audit Fees for Fiscal Year 2019	\$ 123,525
Financial Statement Audit Fees for Fiscal Year 2020	\$ 127,200
Financial Statement Audit Fees for Fiscal Year 2021	\$ 131,000

Single Audit Fees for Fiscal Year 2019	\$ 12,520
Single Audit Fees for Fiscal Year 2020	\$ 12,900
Single Audit Fees for Fiscal Year 2021	\$ 13,300

Rates for Special Projects Quoted hourly rates listed above



CONTRACT FOR SERVICES

Auditing Services

This Contract (the “Contract”) is made and entered into this _____ day of May, 2019, by and between the City of Galveston (“City”), a Texas home-rule municipality, and **Whitley Penn, LLP**, (Company), located at 3737 Buffalo Speedway, Suite 1600, Houston, Texas 77098.

WHEREAS, the City of Galveston desires to obtain services in connection with its “Auditing Services”, within the City of Galveston (“City”) and Whitley Penn, LLP (“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:

Auditing Services RFP 18-20

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 the fiscal years ending September 30, 2019 through September 30, 2021, 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 pricing detailed in **Exhibit B, Cost Proposal, for a *not-to-exceed amount of Two-hundred thousand dollars per year. (\$200,000.00)***. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 3737 Buffalo Speedway, Suite 1600, Houston, Texas 77098. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibits A and B, 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

\$1,000,000 professional liability insurance

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:** 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.

15. **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.

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. "Company" by entering into this agreement agrees that City is entering into this agreement through its governmental capacity and not a proprietary one.

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 Auditing Services and Exhibits A and B 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

Whitley Penn, LLP
3737 Buffalo Speedway, Suite 1600
Houston, Texas 77098

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Whitley Penn, LLP

By: _____
Brian Maxwell, City Manager

By: _____
Christopher L. Breaux, CPA, Audit Partner

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 §
 §
_____ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared _____ of **Whitley Penn, 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 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 ____ day of _____, 2019.

Notary Public in and for
The State of Texas



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Date: May 14, 2019

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

From: Angelo Grasso, Director of Municipal Utilities

RE: Consider for approval additional funding for professional legal services from the law firm of Lloyd Gosselink in the amount of \$30,000.00 related to water and sewer legal issues. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. In February of 2010, City Council approved a contract with Lloyd Gosselink in the amount of \$200,000.00 for legal services and necessary consultant fees for water quality matters including the pretreatment audit.
- B. In June of 2011, City Council approved additional funding (\$40,000.00) to provide the City additional legal representation to involving the pretreatment program due to mandatory TCEQ changes.
- C. In April of 2013, City Council approved additional funding (\$75,000.00) for legal services related to water and wastewater issues, with direction to pursue the petition for an exception from state rule regarding minimum water capacity.
- D. In June 25 of 2015, City Council approved additional funding (\$21,000.00) for legal services related to water and wastewater related issues.
- E. In March of 2016, City Council approved additional funding (\$25,000.00) for legal services related to water and wastewater related issues.
- F. In January of 2017, City Council approved additional funding (\$30,000.00) for legal services related to water and wastewater related issues.
- G. In March of 2018, City Council approved additional funding (\$30,000.00) for legal services related to water and wastewater related issues.

II. Current Situation

- A. Legal services are needed related to water and wastewater quality matters. Funds have been allocated in the 2019 Budget in the Water and Sanitary Sewer funds to address possible legal issues pertaining to water and wastewater related concerns.

III. Issues:





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

A. Cost – \$30,000.00

IV. Alternatives in order of priority

- A. Approval the request for legal services.
- B. Do not approve the request for legal services.

V. Recommendation

Approve the request for increase in the amount of \$30,000.00

VI. Fiscal Impact Report

Requested by:

Angelo Grasso
Director of Municipal Utilities

Funding Source:

10% Water Fund (\$3,000.00)
Supply Division
Attorney's Fee Budget Item
4010-611000-611803-531003
90% Sewer Fund (\$27,000.00)
Industrial Pretreatment Division
Attorney's Fee Budget Item
4210-611000-611813-531006

Cost of Implementation

\$30,000.00

Respectfully Submitted,

Angelo Grasso, Director of Municipal Utilities

Forwarded for Approval,

Brandon Cook, Assistant City Manager of
Development and Municipal Services





816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Mr. Vassar's Direct Line: (512) 322-5867
nvassar@lglawfirm.com

May 15, 2019

Mr. Brandon Cook
Assistant City Manager
City of Galveston
P.O. Box 779
Galveston, Texas 77553

VIA ELECTRONIC TRANSMISSION

Re: City of Galveston
Billing File Numbers: 2684-8; -11; -23; -24

Dear Mr. Cook:

We want to express our appreciation for the opportunity you have given our firm to work with you. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent the City of Galveston with respect to the matters identified in the chart below (the "Matters"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Lloyd Gosselink Matters:

<u>Matter No.</u>	<u>Description of Matter</u>	<u>Abbreviated Reference</u>	<u>Prior Engagement Letter</u>
2684-8	Assistance regarding water and wastewater compliance issues	General environmental	April 18, 2013
2684-11	Assistance with TPDES permitting and water quality-related matters (includes Pretreatment)	TPDES and Pretreatment	April 18, 2013
2684-23	Assistance with various water supply and drinking water strategies and compliance issues	Water Supply and Drinking Water	N/A – engagement via May 15, 2019 letter
2684-24	Assistance with respect to various stormwater issues	Stormwater	N/A – engagement via May 15, 2019 letter

This engagement letter serves to engage Lloyd Gosselink for the new matter numbers 2684-23 and 2684-24, while also supplanting and replacing the prior engagement letters for matters 2684-8 and 2684-11.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated August 27, 2013. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*. It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matters

I will be the attorney in charge of the Representation. My colleague Sarah Collins will be working with me on the Matters. You may call, write, or e-mail either of us whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matters will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My time is billed at the rate of \$285.00 per hour. Ms. Collins' time will be billed at the rate of \$250.00 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be

adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement. Thus, we understand that you will pay our billings as they are received, and we will use the retainer to address amounts due, if any, on our final statement following completion of our work.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matters. Based on the information obtained from this inquiry, we will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you signing and returning the enclosed duplicate original of this document.

Sincerely,



Nathan E. Vassar

Brandon Cook, on behalf of
the City of Galveston

Date

Mr. Brandon Cook
May 15, 2019
Page 4

Attachments

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and

you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

Upon completion of our work on this matter, it is our firm's policy that your original documents (e.g., permits, licenses, deeds, wills, etc.) and other client property be returned within a reasonable period of time. As to any documents so returned, we may elect to keep a copy of the documents in our stored files. Our own files, including lawyer work product pertaining to the matter, will be retained by the firm. These firm files include firm administrative records, time and expense reports, billing and accounting records, and internal work product. Internal work product includes drafts, notes, internal communications (in both paper and electronic mediums), and legal and factual research prepared for the internal use of our firm's lawyers. All documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us after the completion of our work without additional notice.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions or filings. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Additional Terms of Engagement 1.7 .doc

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Order of the Supreme Court of Texas and the Court of Criminal Appeals

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt **"The Texas Lawyer's Creed -- A Mandate for Professionalism"** described above.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
Franklin S. Spears, Justice
C. L. Ray, Justice
Raul A. Gonzalez, Justice
Oscar H. Mauzy, Justice
Eugene A. Cook, Justice
Jack Hightower, Justice
Nathan L. Hecht, Justice
Lloyd A. Doggett, Justice

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis, Judge
Sam Houston Clinton, Judge
Marvin O. Teague, Judge
Chuck Miller, Judge
Charles F. (Chuck) Campbell, Judge
Bill White, Judge
M. P. Duncan, III, Judge
David A. Berchermann, Jr., Judge



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

May 12, 2019

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

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider approving a professional service agreement with Utilis Inc. in the amount of \$65,000.00 for satellite system surveys of the City's water system to reduce water leakage and lost revenue in the City of Galveston (RFP #19-09 "Water Loss Mitigation/Non-Revenue Water Loss Control Program Plan). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

1. Background:

A. In 2018, the City of Galveston commissioned a non-revenue water (NRW) analysis in accordance with the standards of the American Water Works Association's "Water Audit Method" and "The M36 Manual for Water Audits and Loss Control Programs". The results of this audit revealed substantial water loss volumes at levels greater than desired for the City's water system. Based upon the audit findings, the study recommended the following:

- Implementation of a pro-active leak detection program;
- Developing a system-wide asset management program;
- Developing a district metering area program;
- Developing a methodology to manage and optimize water pressure throughout the water delivery system.

2. Current Situation:

A. The City issued a Request for Proposals (RFP 19-09) to create and implement a non-revenue water program that addresses the recommendations contained in the study. The committee selected Pure Technologies as the primary firm to implement the following Phase I strategies of the Non-Revenue Water loss program:

- A "mass balance" of purchased water to monitor leakage in the water system;
- Identify meter inaccuracies.
- Where feasible, establish District Metered Area, (West End of the Island);
- Conduct a city-wide leak inspection survey.





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- B. City Council approved the work that Pure Technologies is providing as part of the Non-Revenue Water Loss program at the March 2019 City Council meeting.
- C. In order to better implement the city-wide leak inspection survey, it was determined that satellite detection services could greatly assist in the process. Another firm that submitted a proposal in the Non-Revenue Water Loss RFP 19-09 submittals was Utilis Inc.

Utilis Inc. specializes in satellite technology that would screen the island to identify water leak hot spot locations. The committee selected Utilis Inc. as a secondary firm to assist in locating possible water loss location on the island.

Utilis Inc. submitted a proposal to perform 2 separate city-wide satellite surveys of the island at a cost of \$65,000.00 for 2 surveys

3. Issues

- A. Cost: The cost for 2 satellite system surveys is \$65,000.00.
- B. Timing: The satellite testing should be implemented as soon as possible to meet the aggressive water loss reduction goals set in the water Conservation Plan
- C. Impact and Ramifications: The state's 2017 Region H water plan recommends the City "implement municipal conservation and water loss reduction measure to alleviate the need for development of additional water supplies." This project would assist in satisfying the provisions of the state plan.

5. Recommendations:

- A. City Council to approve a professional service agreement with Utilis Inc. in the amount of \$65,000.00 for satellite system surveys of the City of Galveston's water system as part of the implementation of a non-revenue water mitigation program aimed at reducing water leakage and lost revenue.

6. Fiscal Impact Report:

Requested by: Angelo Grasso, Director of Municipal Utilities
Funding Source: Combined Utility System Fund Water and sewer Certificate of Obligations and potential Water SMART Grant Funds
Cost of Implementation: \$65,000.00





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Respectfully Submitted,

Forwarded for Approval,

Angelo Grasso
Director of Municipal Utilities

Brandon Cook, Assistant City Manager
of Development and Municipal Services



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the “City”, and Utilis Inc. USA hereinafter called “COMPANY” or “Contractor,” located at 16885 West Bernardo Drive, Suite 305, San Diego, California 92127 in connection with the following project:

**Water Loss Mitigation/Non-Revenue Water Loss Control
(NRWLC) Program**

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 upon Notice to Proceed, in the Fiscal Year 2020 (10/1/2019 – 9/30/2020). Due to the nature and extent of the project the work is expected to be completed within 90 calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above

shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **the amounts set forth in Exhibit A ; the first survey will be \$40,000, subsequent survey will be \$25,000,** any changes, or modifications, in cost shall be agreed to in writing by both parties. 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: Notwithstanding anything herein to the contrary, neither party hereto will be liable to the other for any consequential, indirect, incidental, or special loss or damage suffered by the other party or any third party, or for any punitive damages, even if advised of the possibility thereof. COMPANY's cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed the greater of (i) the aggregate consideration paid by the City to COMPANY for the portion of the Services that gave rise to the liability, or (ii) \$2 million; provided, however, that this clause shall not limit COMPANY's indemnification obligations hereunder.**
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 materially fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if

COMPANY shall materially 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. If after said notice period COMPANY has not cured the alleged default or taken substantial steps to cure (in the event the alleged default by its nature cannot be cured within the notice period), then the City may terminate this Agreement. 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. I reject any use of the word materially fail or materially violate, as they don't define what materially fail means. Up to you, Dustin, whether you want to give them the option to cure, we generally don't give that option.

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. Parties in Interest: Except as may be specifically set forth in this Agreement, (i) nothing expressed or referred to in this Agreement shall be construed to give any person, body, or legal entity, other than the City and COMPANY, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement; and (ii) there are no third-party beneficiaries to this Agreement, and this Agreement and all of its provisions are for the sole and exclusive benefit of the City and COMPANY. This is fine.
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:
- a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.) per occurrence and in the aggregate
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage per accident per event
 - \$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: Notwithstanding anything herein to the contrary, COMPANY will have a limited, non-exclusive, royalty-free license to utilize data collected in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of COMPANY clients.
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. COMPLIANCE CLAUSES:
- a. NO GOVERNMENTAL 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.
- b. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: 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.
- c. ACCESS TO RECORDS AND REPORTS: 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. 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. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."
- d. EQUAL EMPLOYMENT OPPORTUNITY: 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. 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. 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. 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. 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. 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. The vendor 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."

- e. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT: 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). 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. 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. 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.
- f. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:
 - i. **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.

- ii. **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.
 - iii. **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.
 - iv. **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.
- g. **LOBBYING:**
- i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
 - a. 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.
 - a. 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.
 - b. The Contractor, Aptim Environmental & Infrastructure, Inc. certifies or affirms by signing this contract 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.
- h. 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.

- a. 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.
- i. 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.
- j. 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—
 1. (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. (ii) Meeting contract performance requirements; or
 3. (iii) At a reasonable price.
 - b. (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>.
- k. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS: By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- l. 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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

***(The remainder of this page left intentionally blank.)
(Notices and Signature Page follow.)***

24. 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

With copy to:
Utilis, Inc. USA
16885 West Bernardo Drive; Suite 305
San Diego, California 92127

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

UTILIS, INC. USA

BY: _____
NAME: Brian Maxwell
TITLE: City Manager
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Approved As To Form

City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.



ORIGINAL

Utilis response to the City of Galveston **RFP# 19-09 Water Loss Mitigation**



Proposal & Scope of Work

Prepared by: Gadi Kovarsky

Director of National Accounts, Utilis Inc.

Phone: 585-530-9300

Email: gadi@utiliscorp.com

January 10, 2019



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1. Statement of project and business case analysis

The city of Galveston RFP 19-09 SOW phase 1: Real Loss: **Active leakage control** is looking for the utilization of satellite technology to identify water leak hot spots supplemented by localized technologies to pinpoint leaks to within a few feet of its occurrence for proactive repair by the City's crews to reduce water loss.

Utilis developed a unique and patented technology for leak detection in urban potable water networks, using airborne mounted sensors. The analysis is based on a primary algorithm that detects underground leaks through the analysis of micro spectral **satellite imagery**.

Business case

The following section analyzes Utilis satellite leak detection services and develops a business case in response to the City of Galveston's RFP #19-09 entitled Water Loss Mitigation/Non-Revenue Water Loss Control (NRWLC) Program Plan. This analysis will show that due to the ability of the Utilis program to triage the water distribution system, identifying the most likely leak locations, it has a significant efficiency advantage over a traditional boots-on-the-ground (BOTG) field inspection process. The Utilis directed service will be shown to have a low cost per leak found compared to traditional sector-by-sector field inspection, in conjunction with trained field crews. Results obtained at other Utilis service locations are used to predict the performance in Galveston. A proposal for services is contained at the end of the document.

Utilis Technology

Utilis utilizes specialized RADAR signals from satellites to illuminate the area of interest and collects the resulting reflected signals. These signals are analyzed and processed to identify specific indicators of wet soil saturated with potable water, screening out the signal noise and other interferences. The result is a map showing likely leak locations, or Points of Interest (POI). These results typically encompass 5% of the entire system length, so that the time and resource cost to inspect is much lower than traditional walk-the-line random inspections, and similar to a fixed base logger product. Only locations where there is expected to be a leak are inspected.



City of Galveston current system conditions

Based on review of documents supplied with the RFP, a compilation of current system operational data is contained in Table 1. Non-revenue water loss is estimated to be 2.9 MGD or 24% of system delivery.

CITY OF GALVESTON – CURRENT CONDITIONS	
Distribution System Pipelines (miles)	380
Number of Service Connections	24,500
Number of Customers	48,000
Average System Delivery (MGD)	11.8
Average System Sales (MGD)	8.9
Non-Revenue Water (%)	24%
Non-Revenue Water (MGD)	2.9
Cost of Water Production (\$/1000 gal)	\$0.48
Retail Price of Water (\$/1000 gal)	\$7.22

Table 1

Galveston currently does not have formal leak detection staff. An event in 2017 uncovered a significant leak due to an abandoned 10 inch pipe that was not listed in the database. This resulted in a long term water loss of approximately 3 MGD. There remains approximately 3 MGD of NRW still to be accounted for. The great majority of the 3 MGD NRW is real water loss, only about 3-4% is apparent water loss according to the Texas Water Development Board Water Audits of 2016 and 2017.

Cost Benefit Analysis for using Utilis

It is notoriously difficult to estimate the rate and duration of leakage from mains and service lines unless they are of a size as noted in the example above. Both of these factors weigh heavily on the ROI and simple payback value metrics. A leak rate of 1 gpm and duration of 12 months will be used in the following economic analysis for the typical non-surfacing leak found pursuant to the Utilis protocol.

Utilis has completed over 150 projects around the world and this aggregated data is used to predict the level of performance expected to be achieved in Galveston. Typically, pursuant to a single satellite survey an average of one leak per 8 – 10 miles of pipeline will be found. A single survey of the 380 miles of the Galveston system is therefore expected to produce 63 leaks. In addition, it has been shown that the average cost to find a leak is less than \$1,000.



Utilis is proposing quarterly (four times per year) satellite survey for the entire 380 miles of pipeline for a cost of \$90,000. It is critical to note that the labor cost for the BOTG field leak inspectors must be added to the satellite survey cost in order to evaluate the true cost of leak finding. For this analysis, it will be assumed that a professional leak detection crew will be deployed at a cost of \$1,600 per day to search for leaks pursuant to the Utilis POI map. In this case, a total of 84 BOTG crew days will be required to inspect all the POI's identified by the satellite imagery. This will result in the finding of 253 leaks; each of the four satellite surveys will produce 63 leaks on average. Table 3 lists the performance expectations for the work in Galveston along with the resultant value proposition.

CITY OF GALVESTON – UTILIS PROJECTED RESULTS	
Total Miles Surveyed	1,520 (4 times X 380 miles)
Cost of Service	\$90,000 (\$60 per mile, per scan)
Leaks Found (Projected)	253
Leak Detection Crew Cost	\$1,600 per Day
BOTG Field Leak Inspection (Days)	84
Cost of BOTG Field Leak Inspection	\$134,400
Cost per leak Found	\$889
Cycle Time (Months)	4

Table 3

As can be seen the Utilis-directed projected cost per leak found is less than the benchmark of \$1,000 at \$889 per leak found. In addition, the cycle time to find the leaks is four months spread over an entire year.

Identifying and repairing 253 leaks in the Galveston system would result in a lowering of the real water loss, or NRW, from 24% to 22% with one year of Utilis service. This is based on average leak rates of 1 gpm and duration of 12 months. Over the course of a five- year period Galveston could achieve a 10% NRW result following the Utilis protocol outlined herein.



2. Project Scope

The scope of work contained herein details the work product and deliverables Utilis will provide as well as the roles and responsibilities of both **Utilis** and **City of Galveston ("Client")**.

Recitals

WHEREAS, Utilis has developed a commercial product/service that can identify leaking treated water pipelines using remote imaging technology (satellite imagery).

WHEREAS, Client owns and/or manages water distribution pipelines in AOI (area of interest) and is interested in reducing Non-Revenue water losses.

WHEREAS, Client has GIS-based maps of the distribution system and provides access to field leak inspection personnel to perform leaks pinpointing.

WHEREAS, Client desires to work with Utilis for the provision of leak detection services.

Therefore, to accomplish the purpose stated above, and in consideration of the mutual statements below, Utilis and Client, agree as follows:

Scope of work

In order to meet the objectives listed above, Utilis' deliverables under this scope of work shall be a graphic and data driven report of suspected leaks areas. The satellite identified targets are developed using Utilis' standard techniques of data collection and analysis. Raw microwave satellite images are received as the input, after which the Utilis team applies a propriety mathematical algorithm that prepares the data for analysis. The corrected microwave image is then analyzed, with treated water leaks identified. Normalized data is presented graphically with findings displayed on a GIS web-based application. A search area around the target will be calculated. Target zone buffers are calculated specifically according to physical properties of the analyzed area and technical components of the airborne sensors. The suspected leak target area will be displayed in a password protected report.

Utilis solution main benefits

- Cost effective, remote and accurate data to increase the efficiencies of traditional acoustic leak detection programs, with no capital expenditure or network setup.
- Fast and efficient solution that enables work prioritization and quick response time.
- Data helps identify background leaks that otherwise would go undetected for long periods of time, contributing to real NRW loss.
- Data helps identify leaks in areas traditional acoustic leak detection programs may neglect to survey.



3. Location of offices

Utilis Inc. is a Delaware-based company, with an office in San Diego, CA, and is a wholly-owned subsidiary of Utilis Ltd. All North American projects are managed by Utilis Inc. and operates out of its offices in San Diego.

Utilis Ltd. was founded in 2013 in Israel (Israeli Company Registration # 514888148), and operates from its offices near Tel Aviv, Israel.

4. Who is Utilis

Utilis Ltd. is a data analysis company and a sole source provider for identifying possible potable water leaks in water distribution systems.

Utilis developed a unique and patented algorithm for leaks detection in urban fresh-water distribution networks. Utilis uses spectral aerial imaging, taken from a satellite mounted sensor, using the L band microwave wavelength, to spot leakage in subterranean drinking water networks. Drinking water is detected, by looking for the particular spectral signature typical to drinking water. Utilis analysis identifies the leaks within a search distance from the actual leak. The search distance is defined by a "Dynamic buffer", which is calculated specifically according to physical properties of the analyzed area and technical components of the satellite. For every new analysis, the size of the dynamic buffer is specifically calculated. The polygon area size varies for each analysis.

Additionally, competition is precluded by the existence of patent: 'Utilis' algorithm and process' is patent US 9285475 Mar, 15 2016 SYSTEM AND METHOD OF UNDERGROUND WATER DETECTION assigned to Utilis Israel Ltd. Utilis Inc. is 100% owned subsidiary of Utilis Ltd.

Utilis currently operates in 27 countries with more than 160 projects worldwide.

5. Current projects

Utilis Inc. manages all projects in North America. In the past 3.5 years Utilis conducted dozens of projects around the states and worked with American Water, the largest private water utility in the States. Among Utilis current customers and projects you can find:

SAWS (San Antonio), City of Irving (TX), City of Austin TX, New Braunfels Utilities (TX), Missouri American Water (MO), EBMUD (CA), City of San Diego (CA), WSSC (MD), City of Norfolk (VA), Energy Citizens Group (Indianapolis), City of Atlanta (GA), Prince William County (VA), Central Arkansas Water (AR) and many others.



6. Project Schedule / Delivery Date

- I. Subsequent to contract signature, Utilis will acquire satellite image to cover Galveston area of interest (AOI). Utilis must have contract signature at least 20 days prior to satellite coverage date before ordering an image. The date of the acquisition is subjected to technical and operational constraints of third-party satellite operation companies and may change.
- II. Before image acquisition, the client will provide Utilis with an area of interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area within the client provided supply zone.
- III. In the period of time prior to the image acquisition, the client is required to provide Utilis with a GIS layer of all available treated water lines in the AOI to be analyzed. If available, provide hydrant and valves layer for the AOI.
- IV. After acquiring the image and receiving the GIS pipe layers from the client, Utilis labs will prepare the full analysis and deliver the leakage report. This is approximately 10-14 days from the satellite coverage date (pending a quality image was taken).
- V. Leak field inspection work can begin after the leakage report have been delivered, on an agreeable date between the parties. Field inspection work should not begin until after Utilis has provided guidance and interpretation of the leakage report.

The recommended cycle/ schedule can be addressed in 2.5 months, four times a year: Order satellite image → After 14 days, image is taken to cover AOI → After 14 days provide Full Data Analysis → 3 weeks (20 business days) of acoustic leak detection investigation → Produce final leakage report.

7. References

As described: see Appendix A, paragraph 5, page 12 in the attached proposal.



8. Proposed Products / Services (addressing appendix A. 1)

Utilis responsibilities and deliverables

Utilis' role is to provide leakage report using a propriety satellite imaging program to identify leaks in Client's water system. Utilis will identify a primary contact person for technical and administrative purposes.

Utilis' responsibilities include:

- Acquiring and analyzing satellite image.
- Preparing a GIS-based leakage report.
- Providing Best Practices field inspection protocols.
- Optional: Provide acoustic leak detection service for survey and pinpointing

Utilis' deliverables include:

- I. **GIS Output:** GIS layer of the suspected leaks. The suspected leak area size represents the search buffer, provided in SHP and KML files. This can be imported into a GIS and overlaid on a map showing, streets, pipes, hydrants, valves, and suspected leak information.
- II. **Online Web apps:** A personalized link to several Web Applications for an interactive and mobile map of the suspected leaks, online reporting tools and centralized reporting tool for manager view (tracking filed work progress)
- III. **Leak Sheets:** A set of maps in PDF digital printable format showing details of each suspected leak.
- IV. **Data Form:** An excel spreadsheet showing the data on leaks for easy sorting and data tracking.
- V. **Optional: Acoustic Leak Detection Team:** leak detection investigation for an on-site field correlation and final data integration. Our teams will execute and manage the full process of final field correlation and leak pinpointing, delivering the final leak locations in report to client team.
- VI. **Field Support:** A Utilis field engineer will be available for onsite field support to help integrate data delivered into field team protocol.

Client Responsibilities

Client is responsible for providing baseline system data and work order history. Client shall identify a primary contact person for technical, administrative and field inspection coordination. Utilis agrees to use the information described below only for client's specific project and to not share the information with any other third party.

Client's responsibilities include:

- I. **Pipe System Information:** Before image acquisition, the client will provide Utilis with a detailed and accurate GIS pipe system layer: an ESRI PGDB file containing water distribution system pipes, valves, hydrants, service laterals for use in analysis of leak location and spatial presentation of leaks within client web application. Utilis will use this layer to detect suspected leak locations.
- II. **Leak Detection History (Work Order):** The client will provide Utilis with a detailed and accurate history of leak findings and repairs after the date the satellite image was acquired and before the field verification efforts begin with the Utilis representative.
- III. **Leak Detection Performance Metrics:** The client will provide Utilis with available performance metric data related to currently utilized leak detection methodologies. This information will be used to calculate value proposition of the service.

Example of Utilis deliverables





9. Cost of Proposed Services (addressing appendix A. 2)

Utilis is offering to survey the City of Galveston water distribution system 4 times a year. Our approach is a total length of miles, and 1 satellite images to cover your area of interest.

Item #	Quantity	Description of Products	Unit Cost	Extended Price
001	4	Satellite System survey – data leaks analysis – quarterly review	\$22,500	\$90,000
002	1	Certification: Leak detection acoustic team - Field certification: one hour in class and three days in the field	Included	Included
003	84*	Acoustic leak detection services	1,600 per day	\$134,400
004	N/A	Pinpoint leaks	Included with item 003	included with item 003
005	1	Field Survey Results Report	Included	Included
Total all line items				\$224,000**

*The exact number of required days (quantity) for acoustic leak detection field investigation is based on the data survey report (item 001) and the final number of points of interest (POIs) that need to be investigated. Utilis estimates total number of field investigation days to be 84 or less. This will allow four field surveys per year and approximately 21 days of field investigation per survey.

** The final price can vary based on the contractor's cost for field investigation and final number of days that are required. The city of Galveston can use either Utilis' leak detection team or any other sub-contractor to perform the field investigation and pinpointing, based on Utilis Data survey report. Any acoustic leak detection team needs to be certified by Utilis to follow Utilis best practices.

10. Terms (addressing appendix A. 3)

This proposal is subject to the following terms and conditions:

- I. Limited Warranty. Utilis warrants to customer that it has the full authority to bestow the rights granted herein. The services covered by this proposal are provided on an "AS IS" basis. Except for the above express warranty, Utilis makes no other warranties, express or implied, relating to the services covered by this proposal. Utilis does not represent or warrant that the services covered by this proposal be uninterrupted or error-free. Utilis disclaims and excludes any implied



warranties of non-infringement, merchantability and/or fitness for a particular purpose.

- II. Exclusion of Consequential Damages. Utilis shall not be liable toward customer, or any other third party for any direct, indirect, special or consequential damages, including, without limitation, any damage or injury to business earnings, loss of data, lost profits or goodwill and/or personal injury, suffered by any person arising from and/or related with and/or connected to the services covered by this proposal, whether based on a claim or action of contract, tort, or otherwise, even if Utilis is advised of or should have been aware of the possibility of such damages.
- III. Limitation of Liability. In the event that, notwithstanding the terms above, Utilis is found liable for damages of any kind based on any theory of liability (including liability for negligence) connected and/or related to the services covered by this Agreement, Utilis' total liability for such damages shall not exceed the payments made by client to Utilis for the Services that gave rise to the action or claim.
- IV. Pricing Terms: 25% due upon each delivery, NET 30

11. Proposer Staff (response to Appendix A. 4)

- I. **Project Manager:** Mr. Gadi Kovarsky, Director of National Accounts, Utilis Inc.
Email: gadi.kovarsky@utiliscorp.com , cell: 585-530-9300
- II. **Customer Success Manager and Field operations:** Mr. Steven Cai, Email:
steven.c@utiliscorp.com , cell: 858-705-9689
- III. **Utilis Management:** Mr. James Perry. VP of Business Development, Utilis Inc.
Email: james@utiliscorp.com. cell: 858-382-7066

Utilis Inc. number of years' experience the business has: 3.5 year and the number of employees: 7

12. Appendix A

See attached

13. Appendix B, C, D, E, F, G

See Attached

14. Appendix J

See Attached



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 19-09

Project Title: Water Loss Mitigation/Non-Revenue Water Loss Control (NRWLC) Program Plan

Proposal Closing Date: 2:00 P.M.(CST), Monday, January 14, 2019

Original and three (3) copies and one media source required.
No Proposals submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Division at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Request for Proposal

1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Division. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Division, Room 306, PO Box 779, Galveston, Texas 77553

Physical Address: City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. **RFP Withdrawals and/or Amendments**

- A. **RFP Withdrawal:** The City reserves the right to withdraw this RFP for any reason.
- B. **RFP Amendments:** The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Division of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. **Proposal Submittal Requirements**

- A. **Submittal Packet – How to submit:** All Proposals must be submitted in person or by mail at the addresses in Section 2, above. No Proposals will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive.

Proposals shall be sealed and marked clearly with the Proposal number, Proposal name, closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.

- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark the Proposals “Original” and “Copy” and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked “Non-responsive”. Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror’s responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2” x 11” pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked “Non-responsive”.
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division purchasing@galvestontx.gov. The subject line must read “**RFP 19-09 Water Loss Mitigation**”. 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 45) 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:	19-09		
Project Title:	Water Loss Mitigation/Non-Revenue Water Loss Control (NRWLC) Program Plan		
Submittal Deadline:	Monday, January 14, 2019 @ 2:00 p.m. CST		
Submit in person: City of Galveston Purchasing Division., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division., PO Box 779, Galveston, Texas 77553			
<u>Proposer Information:</u>			
Proposer's Legal Name:	Utilis Inc.		
Address:	16885 West Bernardo Drive		
City, State & Zip	San Diego, California, 92127		
Federal Employers Identification Number #	81-3679453		
Phone Number:	858-521-9442	Fax Number:	
E-Mail Address:	gadi@utiliscorp.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: Elly Perets			
Signature of Authorized Representative: _____			
Signed this 08 (day) of January (month), 2019 (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. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid 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 ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2022) ESCALATION 2 %

SECOND ADDITIONAL YEAR (FY 2023) 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: 3.5; and the number of employees: 7.

- 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: New Braunfels Utilities	
Contact Name: Jason Theurer	Contact Title: Manager
Phone: 830.608.8830	Email: jtheurer@nbutexas.com
Date and Scope of Services Provided: August 2018 - July 2019 - System wide scan, 3 deliveries	

Reference #2:

Client / Company Name: SAWS - San Antonio Water System	
Contact Name: Michael Brinkmann	Contact Title: V.P. of Distribution and Collection
Phone:	Email: Michael.Brinkmann@saws.org
Date and Scope of Services Provided: November 2018 - End of 2019 - System wide scan, 4 deliveris	

Reference #3:

Client / Company Name: City of Griffin, GA - Public Works	
Contact Name: Trino Pedraza	Contact Title: Deputy Director of Water/Wastewater
Phone: (770) 229-6424	Email: tpedraza@cityofgriffin.com
Date and Scope of Services Provided: December 2018 - Feb 2019	

Reference #4:

Client / Company Name: City of Spokane Water Dept.	
Contact Name: Loren Sorel	Contact Title: Water Department - Superintendent
Phone: 509.625.7851	Email: lsearl@spokanecity.org
Date and Scope of Services Provided: Two deliveries in 2018. Each delivery covering ½ of the system.	

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: 181-367-945-3600.
- B. Prime contractor HUB / MWBE registration number: 1813679453600 / 511055.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
080951412.
- E. All vendors contracting with the City of Galveston are required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

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 pickup 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: Utilis Inc.

Contract #: _____

Description: _____

Primary Contact (Name): Gadi Kovarsky

Primary Contact Phone Numbers: Home: _____ Cell: 585-530-9300

Secondary Contact (Name): James Perry

Secondary Contact Phone Numbers: Home: _____ Cell: 858-382-7066

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 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 Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
 - (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
 - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
 - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
 - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
 - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not

discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe

on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- C. Bond Requirements: If applicable, per the Scope of Services (Appendix J, Section 3. Special Conditions), prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE
USE
ONLY**

Date
Received

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

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix C - House Bill 89 Verification

I, Gadi Kovarsky (Person name), the undersigned representative of (Company or

Business Name) Utilis 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.*

01/08/2019
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF California §
COUNTY OF San Diego §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ 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 ____ day of _____, 2018.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

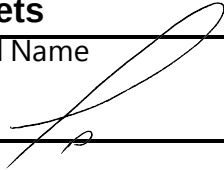
 x I do not owe the City property taxes that are delinquent.

 I owe City property taxes that are delinquent on property located at

Elly Perets

Proposer's Printed or Typed Name

Proposer's Signature



01/08/2019

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

☒ I am not related by blood or marriage to any official or employee of the
City of Galveston

☐ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

☐ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Utilis Inc.

ADDRESS 16885 West Bernardo Drive, Suite 305, San Diego CA 92127

PHONE 1-858-521-9442

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) Gadi Kovarsky

POSITION WITH COMPANY Director of National Accounts

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL
(PRINTED NAME) Elly Perets

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.

Elly Perets

(Printed or typed Name of Signatory)

(Signature)

01/08/2019

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| ☐ Do not sell the item(s) required | ☐ Cannot provide Insurance required |
| ☐ Cannot be competitive | ☐ Cannot provide Bonding required |
| ☐ Cannot meet specifications highlighted in the attached request | ☐ Cannot comply with Indemnification requirement |
| ☐ Job too large | ☐ Job too small |
| ☐ Do not wish to do business with the City of Galveston | ☐ Other: _____ |
| ☐ Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style.

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

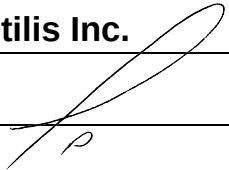
I hereby authorize City of Galveston to initiate ACH deposits to my account at the financial institution named below.

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: Wells Fargo Bank, N.A.
Financial Institute Address: San Francisco, CA
Routing Number: 121000248
Account Number: 4632858130
SWIFT Code: (if applicable) WFBIUS6S

Signature

Company Name: Utilis Inc.
Authorized Signature:  Date: 01/08/2019

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Services

1. Project Title: RFP 19-09 Water Loss Mitigation/Non-Revenue Water Loss Control (NRWLC) Program Plan.

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
30	Project Team Organization & Qualifications
40	Cost/Benefit Analysis using business case justification
30	Record of Past Performance
20	Understanding of Project

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	December 3, 2018
Pre-Proposal Conference	December 12, 2018 @ 10:00 a.m. CST
Deadline for Submittal of Written Questions	January 2, 2019 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	January 14, 2019 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	January, 2019
Anticipated Award Date	February 2019

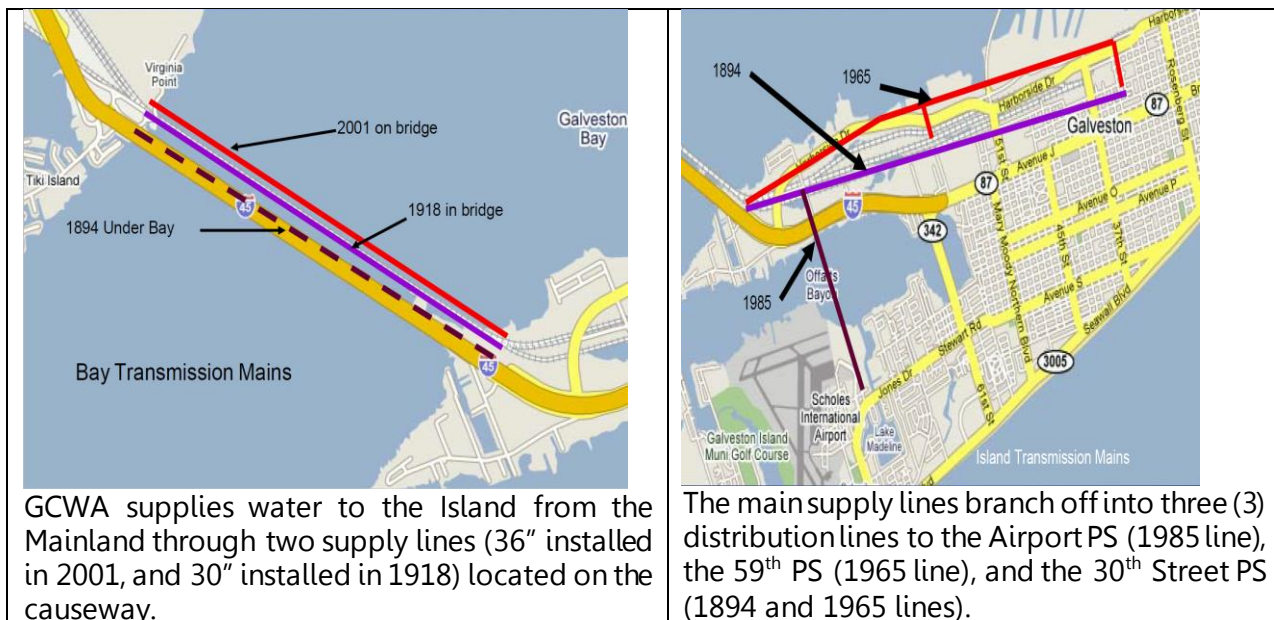
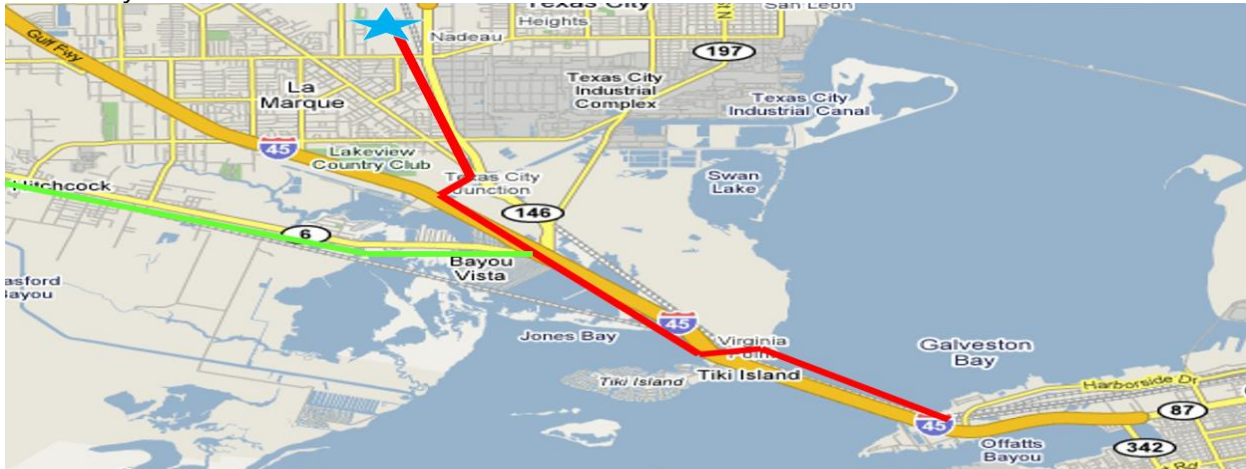
7. Scope of Services

I. GENERAL INFORMATION: FOR PROPOSAL

The scope of work for this project consists of water loss mitigation/non-revenue water loss control consistent with the preliminary scope of work outlined in this RFP.

A. BACKGROUND

The City of Galveston receives its potable water supply from Gulf Coast Water Authority (GCWA) in Texas City.





A photo of the 2001 waterline on the old Causeway Railroad Bridge is also shown below:



Once the water supply reaches the 30th, 59th and Airport Pump Stations, it is distributed to the entire Galveston Island through smaller distribution lines in the City ROW. Functions of each of the three Pump Stations and their service areas are provided below:

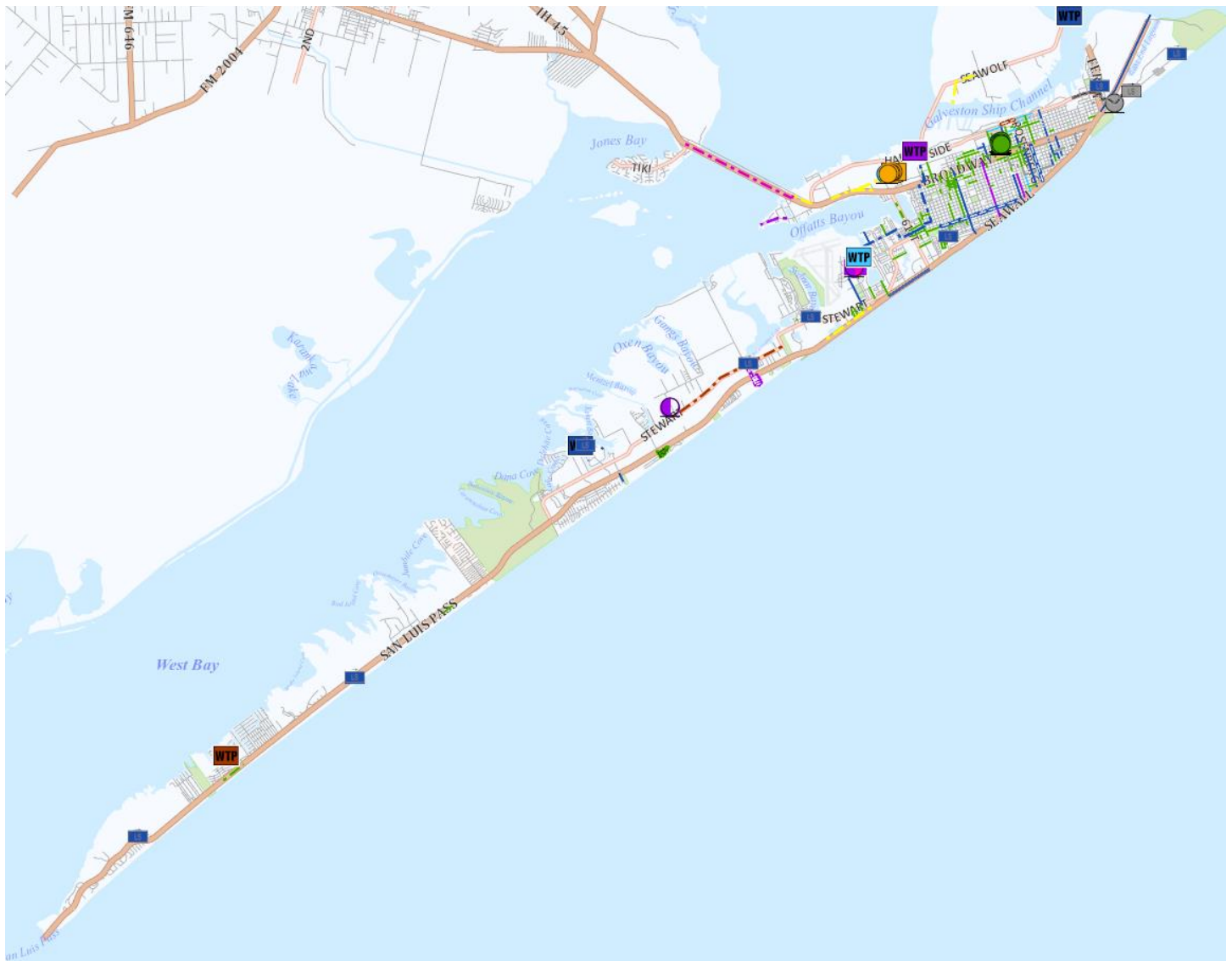
1. The 30th Street Pump Station supplies water to University of Texas Medical Branch (UTMB), East End, Downtown and the Cruise Ships.
2. The 59th Street Pump Station supplies water from the area of 45th to the Airport, Pelican Island, and all the way to Jamaica Beach during emergencies.
3. The Airport Pump Station supplies water to the areas from 81st West to Jamaica Beach. Pirates Beach has a separate Pump Station that pumps off this system.

The City of Galveston has approximately 380 miles of waterline which include:

- 91.47 miles of transite pipe waterline
- 144.25 miles of CI (cast iron) waterline
- 10.11 miles of DI (ductile iron) waterline
- 10.08 miles of Concrete Cylinder Pipe waterline
- 122.51 miles of PVC (polyvinyl chloride) waterline
- 1.77 miles of waterline of unknown material

These waterlines are utilized to serve an average water demand of 13.73 MGD as shown in the table on the next page:

The long stretch of the Galveston Island distribution system is also graphically provided on the next page.



City of Galveston Water Demands

Development Status	Equivalent Single Family Connection (ESFC)	Water Demands		
		Average Daily Flow, MGD (0.39 gpm/ESFC)	Max Day Flow, MGD (0.95 gpm/ESFC)	Peak Hour Flow, MGD (1.19 gpm/ESFC)
Existing	24,453	13.73	33.45	41.90
Future	38,315	21.59	52.59	65.87

The Specific Capacities of the three major Pump Stations that serve this water demand are provided next:

Airport Pump Station

Component	Capacity	Total Capacity	Firm Capacity
Ground Storage Tanks (GST)			
GST No. 1	3.00 MG	3.00 MG	3.00 MG
Booster Pumps (BP)			
BP No. 1 (150 HP)	3,000 gpm @160' TDH	12,000 gpm	9,000 gpm
BP No. 2 (150 HP)	3,000 gpm @160' TDH		
BP No. 3 (150 HP)	3,000 gpm @160' TDH		
BP No. 4 (150 HP)	3,000 gpm @160' TDH		



The capacity of the new 59th Street PUMP STATION currently under construction is provided next:

59TH Street Pump Station

Component	Capacity	Total Capacity	Firm Capacity
Ground Storage Tanks (GST)			
GST No. 1	3.84 MG	15.66 MG 23.16 MG (PROP)	10.66 MG 15.66 MG (PROP)
GST No. 2	3.41 MG		
GST No. 3	3.41 MG		
GST No. 4	5.00 MG		
GST No. 5 (PROP)	7.50 MG		
Booster Pumps (BP) (ALL PROPOSED)			
BP No. 1 (400 HP)	6,750 gpm @170' TDH	28,000 gpm	21,000 gpm
BP No. 2 (400 HP)	6,750 gpm @170' TDH		
BP No. 3 (400 HP)	6,750 gpm @170' TDH		
BP No. 4 (400 HP)	6,750 gpm @170' TDH		

The capacity of the 30th Street Pump Station is provided below:

30TH Street Pump Station (Existing)

Component	Capacity	Total Capacity	Firm Capacity
Ground Storage Tanks (GST)			
GST No. 1	Out of Service	11.84 MG	8.92 MG
GST No. 2	Out of Service		
GST No. 3	3.00 MG		
GST No. 4	3.00 MG		
GST No. 5	2.92 MG		
GST No. 6	2.92 MG		
Booster Pumps (BP)			
BP No. 1 (300 HP)	4,000 gpm @175' TDH	16,000 gpm	12,000 gpm
BP No. 2 (300 HP)	4,000 gpm @175' TDH		
BP No. 3 (300 HP)	4,000 gpm @175' TDH		
BP No. 4 (300 HP)	4,000 gpm @175' TDH		
Two (2) 1.0 Mw Diesel Generators – 500 HP			



The smaller MUD 29 (Pirates Beach) Pump Station is located near Stewart Road and Cove Road with water from the Airport Pump Station:

MUD No. 29 (Pirates Beach) Pump Station

Component	Capacity	Total Capacity	Firm Capacity
Ground Storage Tanks (GST)			
GST No. 1	0.51 MG	0.51 MG	0.51 MG
Booster Pumps (BP)			
BP No. 1	1,000 gpm @139' TDH	3,000 gpm	2,000 gpm
BP No. 2	1,000 gpm @139' TDH		
BP No. 3	1,000 gpm @139' TDH		



The City also has numerous elevated storage tanks (EST) across the Island to balance the flow during peak demands.

The Jamaica Beach EST and PS, located near Buccaneer Drive and Captain Kidd Road, serves the City of Jamaica Beach with water from the Airport PS, as well as provides storage capacity for the west end of the Island. The 2.0 MG EST is supplemented by three (3) 2,500 GPM variable speed drive booster pumps.	 A tall, cylindrical concrete water tower with a white top section. The words "JAMAICA BEACH" are written in blue on the white section. There are palm trees and some buildings at its base.	The 2.0 MG EST is located near the Isla del Sol development, between the Jamaica Beach EST and the White Sands EST and bears the logo of the development. The main purpose of this EST is to maintain system pressures around this area and to provide additional storage capacity for the West end of the Island. This EST will also assist the White Sands EST with the ongoing Pointe West development	 A tall, cylindrical concrete water tower with a light blue top section. The words "Isla del Sol" are written in white on the light blue section, accompanied by a small logo. There are palm trees and some buildings at its base.
The White Sands EST is located near San Luis Pass Road and Salt Cedar Drive. The 500,000 gallon elevated storage tank serves the West Service Area with water from the Airport PS. The EST influence area includes Sea Isle, Schooner Beach, Bay Harbor and Pointe West Subdivisions.	 A tall, slender white water tower with a spherical white top. It is set against a clear blue sky with some clouds. There are some buildings and trees in the background.	The 10 Mile Road EST is located near 10-Mile Road and Stewart Road. The 1,000,000 gallon EST serves the West Service area with water from the Airport PS.	 A tall, slender white water tower with a spherical white top. It is set against a clear blue sky with some clouds. There are some buildings and trees in the background.

The UTMB EST is located near 4th Street and Harborside Drive. The 1,000,000 EST serves the East Service Area and UTMB with water from the 30th Street PS.



(The remainder of this page left intentionally blank.)

B. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The City of Galveston is requesting **Proposals for the development of a Water Loss Mitigation/Non-Revenue Water Loss Control (NRWLC) Program Plan**. The NRWLC Program Plan shall be developed by firms that may or may not have been pre-qualified previously by the City Council. Final selection of the firm(s) however, will be subject to City Council approval. The following paragraphs provide guidance on preparing the NRWLC Program Plan Proposal.

The **NRWLC Program Plan Proposal** shall have two phases:

- Phase 1: Development of the NRWLC Program Plan, and
- Phase 2: Field implementation of the NRWLC Program Plan.

i. Phase 1

The NRWLC Program Plan Proposal shall illustrate how the firm will evaluate and outline specific recommendations on the appropriate mix of technologies and methodologies to reach the target infrastructure leakage index in the next 3 to 10 years by the most economic means. An annotated outline of a business case justification for the firm's recommended approach based on the City's economic level of leakage as contained in the Non-Revenue Water Analysis shall be provided with the proposal. The proposal shall illustrate how quantifiable/measurable goals can be reached based on the technologies/approaches recommended. These approaches may include, but shall not be limited to:

- a) *Real Loss*: Active leakage control- The utilization of satellite or other screening technologies to identify water leak hot spots supplemented by localized technologies to pinpoint leaks to within a few feet of its occurrence for proactive repair by the City's crews to reduce water loss.
- b) *Real Loss*: District metering technologies to divide the distribution system into focused manageable segments for constant monitoring and proactive response to water loss.
- c) *Real Loss*: System pressure optimization technologies by using options such as variable frequency devices (VFDs) and pressure reducing valves (PRVs), etc., to eliminate transients that impact the integrity of the water line structure and its joints, thereby leading to failure.
- d) *Real Loss*: In-situ Pipeline condition assessment technologies for large (16 to 36 inches) concrete steel cylinder, cast iron and PVC pipes to plan future capital improvement.
- e) *Apparent loss* reduction services/strategies to address the non-revenue water to optimize data collection, meter repair or replacement, billing, unmetered water (hydrant flushing), etc.
- f) *Any other recommendations that provide a compelling business case justification to implement*

ii. Phase 2

An annotated outline for the field implementation of Phase 1 which shall include standard operating procedures (SOP) shall be provided. The actual SOPs do not need to be in the proposal, but the annotated outline shall be included and the details shall be part of the NRWLC Program Plan once the contract is awarded to the selected firm(s). The City reserves the right to award the one or more firms based on the services provided.

To aid in preparation of the NRWL Program Plan Development Proposal, the following information is included as Attachment B to the Scope of Work.

- The water system shape files,
- The Non-Revenue Water Analysis – Real Loss Component Analysis, Economic Gap Analysis Report,
- 2016 and 2017 TWDB Water Audit.
- 2018 Water Meter Testing Results

- iii. **Utility Locates:** Firm is responsible for obtaining the locations of underground utilities by calling 811 and the City of Galveston at 409-797-3630 (or email to publicworks@cityofgalveston.org) 14 business days prior to mobilization.
- iv. **Permits:** Contractor shall obtain all necessary permits at no cost to the City including permits from the US Army Corps of Engineers and all other Agencies. All permits shall be visibly posted on the project site. All permits associated with the bulkhead replacement project shall be the sole responsibility of the firm(s).
- v. **Standards:** Conform to federal, state and local laws, codes, regulations, requirements, and standards, safety of adjacent structures and dust control, endangered species, and other routinely encountered hazardous substances. If any unusual substance or extraordinary amounts of the aforementioned substances are encountered, contractor must notify the City. All work must conform to standard industrial practices.
- vi. **Adjacent Structures:** Adjacent structures damaged by the bulkhead replacement operations must be satisfactorily restored to the City and to the owner of the adjacent structure at the contractor's cost and at no expense to the City.
- vii. **Protection of Persons and Property:** The firm is responsible for providing protection of persons and property, including safe working conditions throughout work progress, including but not limited to:
- i. Minimizing the spread of dust and flying particles by sprinkling water and other means.
 - ii. Execution of the scope in a manner to prevent damage from falling debris or other sources to City's property or adjacent property.
 - iii. Providing proper bracing and shoring necessary for support of existing structures. If integrity of adjacent structures appears to be endangered, cease operations and do not resume replacement until proper protective measures have been taken.
 - iv. Providing, erecting and maintaining barriers, fences, lighting and guardrails to protect the roadway and pedestrian traffic.

II. CLARIFICATION OF THE RFP

Questions concerning this Request for Proposals shall be directed via electronic mail to:

Purchasing
e-mail address: purchasing@galvestontx.gov

****The Subject Line should read: RFP 19-09 "Water Loss Mitigation"**
Questions must be received by 2:00 PM January 2, 2019

The Purchasing Division will be the sole point of contact for questions related to this RFP. Contact with any City employee or elected official regarding this RFP during the submission and selection process, other than the party specifically designated above, will be grounds for disqualification from consideration. Questions will not be answered over the telephone. Answers to questions will be posted on the City of Galveston website as an addendum.

III. INSTRUCTIONS FOR RESPONDING TO CITY OF GALVESTON RFP

THE FOLLOWING ITEMS MUST BE INCLUDED IN YOUR SUBMITTAL IN THE FOLLOWING ORDER.

1. Required Contents. The ideal firm should have extensive experience in water loss control as detailed in the Scope of Services. The qualifications and commitment of the key personnel assigned is critically important in the evaluation of a firm. Please provide the following in your proposal:
 - a. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the proposal.
 - b. Table of Contents - clearly identify what part of the RFP is being addressed in each section of the submittal.
 - c. All required forms provided in the RFP.
 - d. Pricing information; include the pricing form provided in Section ---- of the solicitation.
 - e. Statement of Project Understanding.
 - f. Location of Office(s) at which work will be performed.
 - g. A description of the candidate firm, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business, biographies of principals, biography of the individual who will be assigned as primary representative to the City, etc.
 - h. A statement indicating how the candidate envisions being able to provide services to the City of Galveston and a demonstrated understanding of the high expectations of the City and its residents.
 - i. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Services
 - j. An organizational chart identifying team members and their areas of responsibility. A description of the history of the firm and description of the personnel in the proposing office.
 - k. Resumes of Key Personnel who will be assigned to provide services to the City of Galveston and who have the experience and level of expertise required along with current license numbers for Professional who will be responsible for leading the team in their area of expertise with a statement committing the aforementioned staff.
 - l. Listing of current and relevant projects relation to similarities of City of Galveston.
 - m. List of current municipal and related clients.
 - n. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.

- o. Four references (past or current clients). Firms shall provide contact information for at least four municipal client references specifying entity name, address, services provided, contact person, and telephone number.
 - p. Firms shall also describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.
2. The purpose of this RFP for the City of Galveston is to obtain services as specified in and anticipated by this RFP. VARIATIONS FROM THE REQUEST MUST BE NOTED BY A SUBMITTER IN ITS RESPONSE. ABSENCE OF NOTED VARIATIONS WILL BE INTERPRETED TO MEAN THE SUBMISSION IS IN EXACT ACCORDANCE WITH THE RFP SPECIFICATIONS, CONDITIONS, TERMS, AND PROVISIONS.
 3. Detail in your submission any EXCEPTIONS your firm may have regarding this RFP or the contract to be awarded pursuant to the RFP and explain why the exceptions should apply.
 4. Approval of variation offered by a firm or individual remains with the City and in all cases the City's decision is final. In the event a variation is not accepted by the City, the submitter may be allowed to offer services in lieu of variations which explicitly meet the specifications, conditions, terms, and requirements of this RFP.
 5. Opened RFP. A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.
 6. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final design contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.
 7. Submit one original and five copies of the RFP and one media source.

IV. EVALUATION OF RFPS

Weight	Factor
30	Project Team Organization & Qualifications
40	Cost/Benefit Analysis using business case justification
30	Record of Past Performance
20	Understanding of project

V. EVALUATION/SELECTION PROCESS

Negotiation may be conducted with responsible offerors who submit proposals determined by the evaluation committee to be responsive and merit being selected for award. All offerors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers in the event a firm is selected for any specific design project. Please note the following:

- i. Any oral negotiations must be confirmed in writing prior to award.
- ii. Award may be made without negotiation of Proposal with any offeror.
- iii. Cost and/or Pricing Data may be required.
- iv. **THE CITY HAS THE RIGHT TO AWARD SPECIFIC BID ITEMS TO MULTIPLE OFFERORS.**

VII. ADDITIONAL INFORMATION

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Galveston and the firm selected. The City reserves the right to waive any informality in the RFPs submitted and in other areas of the procurement process.

* The City reserves the right to consider modifications to RFPs prior to the award of the contract, and to reject any and all RFPs as a result of the RFP or to award each bid item in the RFP to a separate firm(s). The City is not liable for cost incurred by the respondents prior to contract award.

* Submitter reserves the right to remove the firm from the Proposal Evaluation by providing notice to the City of Galveston, Purchasing Department within 48 hours of submittal of the proposal.

VIII. PRICING

All costs and quantities associated with the scope is to be verified by firm prior to bid estimate. Cost plus contracts will not be acceptable.

Pricing Form

(All Items are to be priced for Island Wide Effort so the entire system is completed). Offerors may choose to propose only on specific items:

Service	Price
Satellite Technology to Screen the Island to identify water leak hot spots.	Option 1: \$90,000 for four surveys Option 2: \$82,500 for three surveys Option 3: \$65,000 for two surveys
Acoustic leak detection services.	\$1,600 per day
Pinpoint leaks to within a few feet of its occurrence for proactive repair by the City's crews to reduce water loss (Technology shall be compatible with all pipe materials on the Island including transite, cast iron, ductile iron, steel, concrete steel cylinder, PVC)	\$1,600 per day
District metering technologies to divide the distribution system into focused manageable segments for constant monitoring and proactive response to water loss	\$
System pressure optimization technologies by using options such as variable frequency devices (VFDs) and pressure reducing valves (PRVs), etc., to eliminate transients that impact the integrity of the water line structure and its joints, thereby leading to failure	\$
In-situ Pipeline condition assessment technologies for large (12 to 42 inches) concrete steel cylinder, cast iron & PVC pipes to plan future projects	\$
Apparent loss reduction services/strategies to address non-revenue water to optimize data collection, meter repair/replacement, billing, unmetered water (hydrant flush), etc.	\$
Any other recommendations that provide a compelling business case justification to implement (Name this Technology: _____)	\$
Any other recommendations that provide a compelling business case justification to implement (Name this Technology: _____)	\$
Any other recommendations that provide a compelling business case justification to implement (Name this Technology: _____)	\$
TOTAL PRICE, Items 1 through 11:	\$ N/A (price can vary based on selected option)
Performance Period:	<u>12</u> months



CITY OF GALVESTON – RFP # 19-09
REQUEST FOR INFORMATION # 1
WATER LOSS MITIGATION/NON-REVENUE WATER LOSS CONTROL (NRWLC) PROGRAM PLAN

Date: 3/14/2019

To: Gadi Kovarsky, Director of National Accounts
Utilis Inc.

Subject: RFI No. 1
Non-Revenue Water Loss Mitigation - Pricing

The City of Galveston is requesting additional information regarding pricing and options.

Provide us with pricing for a one survey option.

If the City awards a contract to Utilis for Satellite Technology Leak Detection and does not engage the company to perform the survey(s) until 2020; will Utilis be willing to contract now with pricing provided in the RFP and any resulting pricing from this RFI?

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov by Tuesday, March 19, 2019 at 2:00 p.m. CST. Send the acknowledgement of receipt of RFI #1 to purchasing@galvestontx.gov. Response to the RFI must include this form with a signature from the signer of the original solicitation document, Appendix A.

Authorized Signature

Date

From: [Gadi Kovarsky](#)
To: [Purchasing](#)
Cc: [Susan Serrano](#)
Subject: City of Galveston RFI #1 - RFP 19-09 Non Revenue Water Loss Mitigation
Date: Monday, March 18, 2019 4:02:18 PM
Attachments: [image001.png](#)
[RFP# 19-09 RFI 1.pdf](#)

Dear Purchasing,
ATTN: Susan Serrano, *Purchasing Supervisor*

1. Please find attached a signed acknowledgment of receipt of RFI #1.
2. I have added below the option for one survey only. Utilis strongly recommends to have at least two surveys for this project in order to get a more comprehensive results identifying potential background water leaks in your system.

The following pricing options can be offered under RFP #19-09:

Option A: One annual survey

Item #	Quantity	Description of Products	Unit Cost	Extended Price
001	1	Satellite System survey – data leaks analysis – quarterly review	\$40,000	\$40,000
002	1	Certification: Leak detection acoustic team - Field certification: one hour in class and three days in the field	Included	Included
003	10*	Acoustic leak detection services	1,600 per day	\$16,000
004	N/A	Pinpoint leaks	Included with item 003	included with item 003
005	1	Field Survey Results Report	Included	Included
Total all line items				\$56,000**

Option B: Two annual surveys

Item #	Quantity	Description of Products	Unit Cost	Extended Price
001	2	Satellite System survey – data leaks analysis – quarterly review	\$32,500	\$65,000
002	1	Certification: Leak detection acoustic team - Field certification: one hour in class and three days in the field	Included	Included
003	20*	Acoustic leak detection services	1,600 per day	\$32,000
004	N/A	Pinpoint leaks	Included with item 003	included with item 003
005	1	Field Survey Results Report	Included	Included
Total all line items				\$97,000**

Option C: Four annual surveys

Item #	Quantity	Description of Products	Unit Cost	Extended Price
001	4	Satellite System survey – data leaks analysis – quarterly review	\$22,500	\$90,000
002	1	Certification: Leak detection acoustic team - Field certification: one hour in class and three days in the field	Included	Included
003	40*	Acoustic leak detection services	1,600 per day	\$64,000
004	N/A	Pinpoint leaks	Included with item 003	included with item 003
005	1	Field Survey Results Report	Included	Included
Total all line items				\$154,000**

*The exact number of required days (quantity) for acoustic leak detection field investigation is based on the data survey report (item 001) and the final number of points of interest (POIs) that need to be investigated.

** The final price can vary based on the contractor's cost for field investigation and final number of days that are required. The city of Galveston can use either Utilis' leak detection team or any other sub-contractor to perform the field investigation and pinpointing, based on Utilis Data survey report. Any acoustic leak detection team needs to be certified by Utilis to follow Utilis best practices.

3. Utilis will be willing to contract now with the pricing provided in the RFP assuming the actual survey will be performed during calendar year 2020. We will need to issue an invoice when signing a contract for initial database setup, for 30% of the total amount.

Please let me know if you have any questions,

Regards,

GADI KOVARSKY, Director National Accounts, Utilis Inc.

Mobile: 585 530 9300

From: Susan Serrano <SSerrano@GalvestonTX.Gov>

Sent: Thursday, March 14, 2019 9:33 AM

To: Gadi Kovarsky <gadi.k@utiliscorp.com>

Cc: Purchasing <Purchasing@GalvestonTX.Gov>

Subject: City of Galveston RFI #1 - RFP 19-09 Non Revenue Water Loss Mitigation

Good Morning Mr. Kovarsky,

Please see the attached RFI for the above solicitation. If you have any questions, please let us know.

Thank you.



Susan Serrano, CTPM, CTCM, Purchasing Supervisor

Finance Department

P.O. Box 779 Galveston, TX 77553 | 823 Rosenberg Galveston, TX 77550

D: 409.797.3575 | C: 409.539.9065 | F: 409.877.1555 | sserrano@galvestontx.gov

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City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

May 12, 2019

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

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider awarding the Request for Proposal on the Annual Contract for Landscaping Maintenance and Grass Mowing Services (RFP 19-19) to Beach Town Lawn Services, LLC for an amount not to exceed \$84,999.92 per year. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

1. Background:

- A. The Water Supply Division has 6 pump station, 5 elevated storage tank and 14 water well facilities that require mowing and landscaping service throughout the year.
- B. The Wastewater Treatment Plant Division has 4 wastewater treatment plant and 42 lift station facilities that require mowing and landscaping service throughout the year.
- C. The City received Request for Proposals from landscaping companies to provide landscaping and mowing services for Water Supply and Wastewater Treatment Plant facilities.

2. Current Situation:

- A. On March 13, 2019, the City of Galveston advertised for an annual Request for Proposal (RFP) for Landscaping Maintenance and Grass Mowing Services on Supply Division and Wastewater Treatment Plant Division facilities. This Request for Proposal contract has approximately 25 bid items for Supply Division facilities and 46 Bid items for Wastewater Treatment Plant Division facilities.
- B. Sealed Request for Proposals (RFP) for the annual Landscaping Maintenance and Grass Mowing Services contract were opened on April 10, 2019 at 10:00 AM.
- C. There were 3 companies that submitted proposals for the annual Landscaping Maintenance and Grass Mowing Services contract. 2 of the companies submitted non-responsive proposals. Beach Town Lawn Services, LLC submitted a responsive proposal to the City of Galveston. The evaluation committee scored proposals based on cost, past performance, overall experience of project manager and site superintendent, and proposed schedule. The following was the average score for the proposal submitted by Beach Town Lawn Services, LLC:





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Avg. Score
495

Beach Town Lawn Services, LLC

Beach Town Lawn Services, LLC received an acceptable score from the scoring committee.

3. **Term of Contract and Option to Extend:**

A. The proposed Annual Landscaping Maintenance and Grass Mowing Services contract shall be effective for a one (1) year period of time upon execution by the City of Galveston. The City anticipates that the 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:

- **Option Clause:** It is agreed that the City will have the option to extend the contract for up to (4) four additional years, in one-year terms. 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 not available or if the contractor's past performance is not within the industry standard.
- **Escalation Clause:** Should market conditions prevail which dictate an increase, there will be an escalation clause in the contract that 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.

4. **Issues:**

- A. Cost: \$84,999.92
- B. Timing: Upon City Council Approval.
- C. Impact: Contracting landscaping will enhance the appearance of Supply and Wastewater Treatment Plant Division facilities.

5. **Recommendations:**

- A. City Council to approve awarding the Request for Proposal on the Annual Contract for Landscaping Maintenance and Grass Mowing Services (RFP 19-19) to Beach Town Lawn Services, LLC for an amount not to exceed \$84,999.92 per year.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

B. Fiscal Impact Report:

Requested by: Angelo Grasso, Director of Municipal Utilities
Funding Source: Water Supply Division (4010-611000-611803-531120) and
Wastewater Treatment Plant Division (4210-611000-611817-
531120) Lot Maintenance Accounts
Cost of Implementation: \$84,999.92 per year.

Respectfully Submitted,

Forwarded for Approval,

Angelo Grasso
Director of Municipal Utilities

Brandon Cook, Assistant City Manager
of Development and Municipal Services



CONTRACT FOR CONSTRUCTION SERVICES
LANDSCAPING MAINTENANCE AND GRASS MOWING SERVICES
WASTEWATER

This Contract (the "Contract") is made and entered into this _____ day of May, 2019, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Beach Town Lawn Service, LLC.**, Company, located at **23 Cozumel Cir. Galveston, Texas 77554.**

WHEREAS, the City of Galveston desires to obtain construction services in connection with Lawn Maintenance and Landscape within the City of Galveston ("City") and Beach Town Lawn Service, LLC. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Landscaping Maintenance and Grass Mowing Services Wastewater
RFP 19-19

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 supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract term shall be effective for one (1) year 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 four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$100.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment,

tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. BONDS: This section left intentionally blank.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon unit and total pricing detailed in **Exhibit A**, in each fiscal year of the contract. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 23 Cozumel Cir. Galveston, Texas 77554. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates

of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

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

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

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

17. TERMINATION: This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required

under the Social Security, worker's compensation and income tax laws.

20. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Lawn Maintenance and Landscape within the City of Galveston, Texas in Exhibit A constitutes the sole

and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Beach Town Lawn Service, LLC.
23 Cozumel Cir.
Galveston, Texas 77554

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Beach Town Lawn Service, LLC.

By: _____
Brian Maxwell, City Manager

By: _____
Amanda Martinez, Owner

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 §
 §
_____ **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared _____ **of Beach Town Lawn Service, 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 ____ day of _____, 2019.

Notary Public in and for
The State of Texas

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 36) 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:	19-19		
Project Title:	Landscaping Maintenance and Grass Mowing Services Wastewater		
Submittal Deadline:	Wednesday, April 10, 2019 @ 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 779, Galveston, Texas 77553			
Proposer Information:			
Proposer's Legal Name:	Beach Town Lawn Service LLC		
Address:	23 Camel Cir.		
City, State & Zip	Galveston, TX 77554		
Federal Employers Identification Number #	47-1877094		
Phone Number:	409-789-9520	Fax Number:	N/A
E-Mail Address:	btls@galveston@gmail.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>Angela Martinez, owner</u>			
Signature of Authorized Representative: <u>[Signature]</u>			
Signed this <u>8</u> (day) of <u>April</u> (month), <u>2019</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. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid 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 ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: 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			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for one (1) year 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 four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2020) ESCALATION	<u>0</u> %
SECOND ADDITIONAL YEAR (FY 2020) ESCALATION	<u>0</u> %
THIRD ADDITIONAL YEAR (FY 2020) ESCALATION	<u>0</u> %
FOURTH ADDITIONAL YEAR (FY 2020) ESCALATION	<u>0</u> %

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: 9; **and the number of employees:** 12.

- 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: City of La Marque	
Contact Name: Charlene Todaro	Contact Title: Assistant City Manager
Phone: 409-938-9225	Email: C.todaro@cityoflamarque.org
Date and Scope of Services Provided: 2016 - Present Landscape maintenance, City of La Marque City Facilities and Parks	

Reference #2:

Client / Company Name: Lafitte's Cove POA	
Contact Name: Bet Jennings	Contact Title: Board member
Phone: 281-773-3477	Email: bjennings@greenwoodking.com
Date and Scope of Services Provided: 2018 - Present Landscape maintenance Lafitte's Cove Properties	

Reference #3:

Client / Company Name: Galveston College	
Contact Name: Tim Setzer	Contact Title: Director of Facilities and Security
Phone: 409-944-1365	Email: tsetzer@gc.edu
Date and Scope of Services Provided: 2015 - Present Landscape Maintenance Galveston College & Student Housing	

Reference #4:

Client / Company Name: Galveston Housing Authority	
Contact Name: John Williams	Contact Title: Maintenance Director
Phone: 409-765-1921	Email: maint@gha.tx.org
Date and Scope of Services Provided: 2014 - 2018 Landscape maintenance Galveston Housing Authority	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ☒ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: 1471877094500.
- 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: # ____ - ____ - ____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
96-388-3140.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

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: Beach Town Lawn Service, LLC

Contract #: N/A

Description: Tree trimming, debris removal

Primary Contact (Name): Michael Martinez

Primary Contact Phone Numbers: Home: _____ Cell: 409-789-9520

Secondary Contact (Name): Angela Martinez

Secondary Contact Phone Numbers: Home: _____ Cell: 409-822-5961

After Hours emergency opening fee, if applicable: \$ 125 per hour

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. 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) 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.

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 Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
 - i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - 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 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**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.**N/A**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.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.N/A

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 PROPOSAL.**

Appendix C - House Bill 89 Verification

I, Angela Martinez (Person name), the undersigned representative of (Company or Business Name) Beach Town Lawn Service LLC (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.

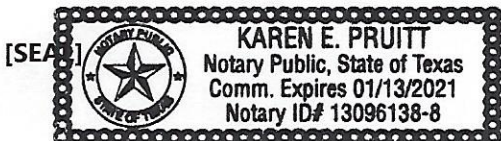
4/1/19
DATE

Angela Martinez
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Galveston §

On this day, BEFORE ME, the undersigned, personally appeared Angela Martinez, 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 1st day of April, 2019.



Karen E. Pruitt
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

Angela Martinez

Proposer's Printed or Typed Name

AMartinez

Proposer's Signature

4/8/19

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

☒ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: Michael Martinez

Employee and title of City Official or Employee: manuel martinez - Firefighter

Relationship: brother

**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 Beach Town Lawn Service LLC

ADDRESS 23 Cotumel Cir

Galveston, TX 77554

PHONE 409-789-9520

FAX N/A

PROPOSER (SIGNATURE) Amartez

PROPOSER (PRINTED NAME) Angela Martinez

POSITION WITH COMPANY Owner

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

[Signature]

COMPANY OFFICIAL
(PRINTED NAME) Michael Martinez

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 PROPOSAL.

Appendix G – Document 00435
The City of Galveston, Texas

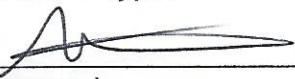
**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**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.

Michael Martinez
(Printed or typed Name of Signatory)


(Signature)

4/8/19
(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 19-19 Landscaping Maintenance and Grass Mowing Services Wastewater.

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

Project duration to final completion: 1 year.

Project budget: \$350,000.

A bid bond of 5% of the total amount proposed is required for this project. Performance and Payment Bonds are required at the time the contract is executed by the awarded vendor.

All copies, including media source, must be the same as the original proposal and include all documents, including correct pricing. Pricing on copies must be the same as the original proposal document, including the document on the media source. Failure to include the above may result in the disqualification of the submittal.

Proposals must be submitted in the following order: (bound copies should be spiral, comb, or binder clipped)

- A. Pricing
- B. Bid Bond
- C. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, and Acknowledgement of Addenda
- D. References
- E. Timeline/Project Schedule
- F. Statement of Bidders' Qualifications
- G. Financial Statements

Failure to follow the above order may result in the disqualification of the submittal.

4. Proposal Evaluation Factors

Weight	Factor
40	Cost
30	Past Performance on similar projects of size and scope
30	Overall Experience of Project Manager & Site Superintendent
15	Proposed Schedule
Pass/Fail	References Provided

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 13, 2019
Pre-Proposal Conference	March 27, 2019 @ 11:00 a.m. CST
Deadline for Submittal of Written Questions	April 1, 2019 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	April 10, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	April 2019
Anticipated Award Date	May 2019

7. Scope of Services

The City reserves the right to consider modifications to responses prior to the award of the contract, and to reject any and all responses received as a result of the proposal. The City is not liable for costs incurred by respondents prior to contract award.

COMMUNITY PROFILE AND PROJECT BACKGROUND

The City of Galveston is located on a barrier island in the Gulf of Mexico, approximately one-hour southeast of Houston, TX, and abounds with unique historical, environmental and economically valuable assets. The City was incorporated in 1839, covers approximately 32 square miles and has a population of 48,444 (2010 Census). Galveston has a unique topography and ecosystem that is more complex than typical jurisdictions in Texas.

SCOPE OF WORK

It is the intent of the City of Galveston that a single contractor be selected to accomplish all of the services outlined in this Request for Proposals. In particular, the selected firm will be responsible for the provision of all landscaping maintenance services associated with the Municipal Utilities facilities. The Municipal Utilities facilities consist of 4 wastewater treatment plants, 43 sewage lift station facilities, 4 water pump stations facilities, 14 water well sites, and 5 elevated storage tank facilities.

A. Periodic Landscape Maintenance – Landscape maintenance shall include:

1. Every scheduled trip – Manually remove weeds from gardens and bedded areas of trees and shrubs. Use of chemical weed control may be substituted if agreed by the City. If agreed by the City the chemical weed control must be applied in a manner to cause no harm to the lawn and landscape plants.
2. Trim shrubs, tree limbs, hedges and ground cover to maintain shape and to preclude encroachment on or into parking areas, driveways, walkways, fence lines and other structures. Remove from indicated area, all property, and all debris resulting from these efforts.
3. Prune low branches on mature trees to maintain a minimum of seven (7) foot vertical clearance, unless otherwise indicated. Prune branches to preclude contact with facility walls, roof and other structures. Remove from property, all debris resulting from these efforts.
4. Mowing services: Prior to the commencement of the contract, the contractor shall meet with the Facility's Superintendent and provide an outline of the proposed mowing procedures, the plan for performing the work, and a plan for the safety of the general public.
5. Prior to initiation of service, the contractor shall submit for the approval of the Facility's Superintendent a schedule, which identifies the service dates or day of the week (when weekly service is required) per location. The contractor shall complete all mowing within the estimated mowing schedule, unless notified otherwise by the Facility's Superintendent. Under normal weather conditions, it is estimated that each location will require the number of mowing trips as identified in Mowing Schedule - Table 1.

6. Mowing Schedule - Table 1

Number of Trips per month

- a. January-1
 - b. February-2
 - c. March-3
 - d. April-4
 - e. May-4
 - f. June-4
 - g. July-4
 - h. August-4
 - i. September-4
 - j. October-3
 - k. November-2
 - l. December-1
 - m. 2 additional trips from April to September to meet weekly requirements.
7. The heavy mowing period lasts approximately from April 1 to September 30. During this period, weather permitting, lawn mowing shall be weekly. No more than 10 calendar days shall be allowed between lawn mowing, unless:
- a. Local emergency conditions preclude access to the property,
 - b. Saturated ground conditions which would result in rutting of the lawn as determined by the Facility's Superintendent and communicated to the vendor in writing,
 - c. The contractor seeks and receives prior authorization from the Facility's Superintendent, at the direction of the Facility's Superintendent.
8. Mow primary lawn areas and all areas within fence lines using a finish type mower. Blades are to be sharpened in order to provide a sharp and clean result. Weed eating primary lawn areas is not permitted. Conventional wheel tractors and mowers may be used to mow secondary areas and outside of fenced areas to the public right-of-way. However, such mowers must show results equal to that of flail or finishing mowers.
9. All grass areas shall be mowed to a height between 3" and 4". Mowing shall be along a cutting path that shall allow cutters to transverse 100% of the required mowing area. Missed strands of grass or areas not uniformly cut shall be re-cut at no additional cost to the City of Galveston.
10. Mechanically trim fringe left by mowers around buildings, posts, trees, bushes and other raised objects (may be chemically treated where not unsightly).
11. Remove overgrown weeds from around buildings.
12. Edge all walks, curbs, and drives with a bladed edging tool.
13. Before and after mowing, pick up and dispose of litter and debris from lawn, parking lots, sidewalks, landscaped and bedded areas, fence lines and accessible drainage areas, i.e. tree limbs, bushes, leaves, grass, cans, paper, plastic, and etc.

14. Sweep or otherwise clean up and dispose of debris from mowing, edging and trimming/pruning efforts, including any debris or unsightly overlay of cut grass on lawn areas.
15. No debris shall enter the City of Galveston's storm water system at any time.
16. No debris may be disposed of in any City of Galveston provided on-site dumpsters. All debris must be removed from the property at the time of service. Contractor must receive prior approval from the facility's superintendent for the temporary placement of a dumpster for extensive debris cleanup.
17. Ruts, holes and other disfigurement of mowed areas caused by the contractor's mowing equipment shall be the responsibility of the contractor to repair to original condition. If the contractor is in doubt as to the soil conditions, the contractor is required to contact the Facility's Superintendent.
18. The contractor shall invoice to City of Galveston Accounts Payable, accountspayable@galvestontx.gov, or City of Galveston Attn: Accounts Payable, PO Box 779, Galveston, Texas 77553, on a per month basis detailed to show number of trips completed per location. For example, in the month of March, contractor will invoice for three (3) trips to each location if service was performed. Contractor is responsible for any licenses/permits required for performance of contract.
19. Water Well Facilities shall have a 10-foot parameter mowed around all fencing and access roads.
20. Lift Station Facilities shall have a 5-foot parameter mowed around all fencing and access roads.
21. The mowing contractor shall notify the Wastewater Treatment Plant Division and Supply Division Supervisors, via e-mail, of the proposed scheduled mowing and landscaping work in advance of the work.
22. Upon completion of mowing and landscaping work, the mowing contractor shall notify the Wastewater Treatment Plant Division and the Supply Division Supervisors, via e-mail, of the completion dates of the mowing and landscaping work. Notification of the completed work shall be done no later than 2 days after the work has been completed.
23. As part of the mowing of Lift Station #14 at 7400 Heard's Lane, the drainage ditch along 74th Street adjacent to the lift station shall be included.
24. The Landscaping Maintenance and Mowing Service contract shall be a one-year contract with the City having the option to renew the contract for 4 additional years, in one year intervals.

**CITY OF GALVESTON - LANDSCAPING MAINTENANCE & GRASS MOWING
SERVICE FOR WATER AND WASTEWATER FACILITIES**

ITEM NUMBER	LOCATION	ADDRESS	CITY	ESTIMATED SQ. FT.	COST PER SITE PER EACH OCCURRENCE
WASTEWATER TREATMENT PLANT					
1	Airport Wastewater Plant	7915 Mustang Rd	Galveston	138,775	125.00
2	Main WWTP	5200 Port Industrial	Galveston	61,728	125.00
3	Pirate's Beach WWTP	4015 Pirate's Beach	Galveston	74,955	125.00
4	Terramar Beach Plant	3715 1/2 Laguna Dr	Galveston	110,770	125.00
TOTAL WASTEWATER TREATMENT PLANT				386,228	500.00
LIFT STATIONS					
1	LS #1	29th & Harborside Dr	Galveston	9,000	5.00
2	LS #4	Ferry Road Landing	Galveston	800	5.00
3	LS #6	Ferry @ Mackerel	Galveston	2,067	5.00
4	LS #7	1623 Boddecker	Galveston	810	5.00
5	LS #9	Lakeside Dr. & E. Beach	Galveston	3,480	5.00
6	LS #10	403 Sea Wall	Galveston	380	5.00
7	LS #15	56th @ O 1/2	Galveston	7,503	5.00
8	LS #16	59th St. - North of Weber	Galveston	4,838	5.00
9	LS #17	Motel 6	Galveston	352	5.00
10	LS #20	922 89th	Galveston	13,700	5.00
11	LS #21	74th @ Heard's Lane	Galveston	6,960	5.00
12	LS #22	7400 Jones Rd	Galveston	1,760	5.00
13	LS #25	83rd Stewart Rd	Galveston	1,225	5.00
14	LS #26	99th @ Stewart Rd	Galveston	3,575	5.00
15	LS #27	1314 Travel Air	Galveston	600	5.00
16	LS #28	103rd & Cloud Lane	Galveston	840	5.00
17	LS #29	7902 Harborside Dr	Galveston	750	5.00
18	LS #30	8 Mi Rd @ Stewart	Galveston	1,680	5.00
19	LS #31	Camino Real @ Stewart	Galveston	768	5.00
20	LS #32	3909 Galleon	Galveston	100	5.00
21	LS #33	Spanish Main Blvd.	Galveston	680	5.00
22	LS #35 (Pirates Beach 14)	13632 Moyenne Pl	Galveston	1,204	5.00
23	LS #36 (Pirates Beach 13)	3515 Eckert Dr	Galveston	3,500	5.00
24	LS #37 (Pirates Beach 12)	13418 Binnacle Way	Galveston	1,600	5.00
25	LS #38 (Pirates Beach 10)	13720 Stewart Rd	Galveston	1,764	5.00
26	LS #39 (Pirates Beach 6)	14000 Christmas Tree	Galveston	870	5.00
27	LS #40 (Pirates Beach 1)	3520 Christmas Tree	Galveston	4,608	5.00
28	LS #41 (Pirates Beach 2)	14018 Grambo	Galveston	1,100	5.00
29	LS # 43 (Pirates Beach 4)	4105 Pirates Beach Cir.	Galveston	576	5.00
30	LS #44 (Pirates Beach 5)	13611 Grand Terre	Galveston	768	5.00
31	LS #47 (Pirates Beach 3)	3728 1/2 Pirate Beach Cir.	Galveston	1,700	5.00
32	LS #50 (White Sand 6)	25202 St. Luis Pass	Galveston	655	5.00

**CITY OF GALVESTON - LANDSCAPING MAINTENANCE & GRASS MOWING
SERVICE FOR WATER AND WASTEWATER FACILITIES**

ITEM NUMBER	LOCATION	ADDRESS	CITY	ESTIMATED SQ. FT.	COST PER SITE PER EACH OCCURRENCE
33	LS #51 (Point West 4)	25418 1/2 San Luis Pass R	Galveston	2,800	5.00
34	LS #52 (Point West 2)	25940 1/2 San Luis Pass R	Galveston	1,900	5.00
35	LS #53 (Point West 1)	26551 Mangrove Dr A	Galveston	2,160	5.00
36	LS #54 (Point West 6)	27011 Estuary Dr A	Galveston	2,560	5.00
37	LS #55 (Dunes Subd.)	Shotres Drive @ 3005	Galveston	644	5.00
38	LS #56 (Pirates Beach 9)	14305 FM3005	Galveston	360	5.00
39	LS #57	Spanish Grant & FM3005	Galveston	864	5.00
40	LS #58	11727 FM 3005	Galveston	1,890	5.00
41	LS #59 (White Sands/Bridge)	FM 3005 & Salt Cedar	Galveston	986	5.00
42	Sand Hill	Gulf Drive @ FM 3005	Galveston	870	5.00
TOTAL FOR LIFT STATIONS				95,247	210.00

WELL SITES

1	#1A	5015 Ave I	Santa Fe	10,400	25.00
2	#2A	11720 Hwy 6	Hitchcock	15,170	25.00
3	#6A	11729 Hwy 6	Hitchcock	101,520	25.00
4	#9	12721 4th St	Santa Fe	386,100	80.00
5	#10	1023 FM 646	Santa Fe	115,600	25.00
6	#11	2909 FM 646	Santa Fe	131,670	25.00
7	#12	12018 4th St	Santa Fe	59,360	25.00
8	#13	1009 Ave J	Santa Fe	302,100	86.84
9	#14	3325 Shouse St	Santa Fe	393,450	90.00
10	#15	2926 Ave S	Santa Fe	66,000	50.00
11	#16	9220 FM 517	Dickinson	20,000	25.00
12	#17	3686 E. Meadow Ln	Dickinson	22,000	30.00
13	Alta Loma Water Tank	10709 Hwy 6	Hitchcock	136,500	50.00
14	Fairwood	MLK Blvd & Gulf	Hitchcock	1,584	25.00
TOTAL FOR WATER WELL SITES				1,761,454	586.84

WATER PUMPING STATIONS

1	Old 30th Tank Farm	3002 Ball	Galveston	45,467	75.00
2	Old 30th St. Bldg. Facility	3002 Ball	Galveston	40,000	75.00
3	New 30th St. Pump Sta.	3002 Church	Galveston	36,044	100.00
4	59th Street Pump Sta.	5902 Church	Galveston	148,575	150.00
5	Airport	7915 Airport Blvd	Galveston	84,045	100.00
6	Pirates Beach (MUD #1)	13805 Stewart Rd	Galveston	17,745	100.00
TOTAL FOR WATER PUMPING STATIONS				371,876	100.00

**CITY OF GALVESTON - LANDSCAPING MAINTENANCE & GRASS MOWING
SERVICE FOR WATER AND WASTEWATER FACILITIES**

ITEM NUMBER	LOCATION	ADDRESS	CITY	ESTIMATED SQ. FT.	COST PER SITE EACH OCCURRENCE
ELEVATED STORAGE TANKS					
1	UTMB	401 Harborside Dr	Galveston	11,400	75.00
2	10 Mile Rd	4302 10 Mile	Galveston	4,000	25.00
3	Jamaica Beach	16500 Captain Kidd	Galveston	45,570	50.00
4	Isla Del Sol	22538 FM 3005	Galveston	63,000	75.00
5	White Sands	24812 San Luis Pass Rd	Galveston	96,000	115.00
TOTAL FOR ELEVATED STORAGE TANKS				219,970	340.00
GRAND TOTALS				2,834,775	2236.84



CITY OF GALVESTON – RFP # 19-19

ADDENDUM #1

Landscaping Maintenance and Grass Mowing Services Wastewater

Date: 3/27/2019

To: Prospective Proposers

Subject: Addendum No. 1
Project Budget Amount

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 3/13/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Project budget: \$87,000

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature

4/8/19
Date

Angela Martinez
Printed Name

Beech Town Lawn Service LLC
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

MERCHANTS
BONDING COMPANY™

Merchants National Bonding, Inc. P.O. Box 14498, Des Moines, Iowa 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Beach Town Lawn Service, LLC

(hereinafter called the Principal) as Principal, and the Merchants National Bonding, Inc.

(hereinafter called Surety), as Surety, are held and firmly bound to City of Galveston, Texas

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B.***)

Five Percent of Greatest Amount Bid*** Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 10th day of April, 2019.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Bid No. 19-19, Landscaping Maintenance and Grass Mowing Services Wastewater

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants National Bonding, Inc., as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Beach Town Lawn Service, LLC

Principal

By [Signature]

Attest:

Merchants National Bonding, Inc.

By [Signature]

Betty A. Bush, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

A A Shotwell; Betty A Bush; Charmaine Wallace; Chase Wortham; Donna Weinel; G C Blystone Jr; Joseph C Blackshear Jr; Mark Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March, 2019.



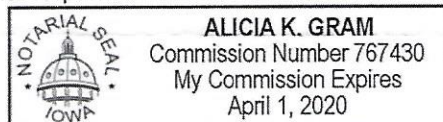
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 4th day of March, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of April, 2019.



William Warner Jr.
Secretary



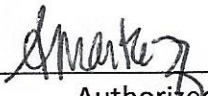


CITY OF GALVESTON – RFP # 19-19
REQUEST FOR INFORMATION # No1
LANDSCAPING MAINTANANCE AND GRASS MOWING SERVICES

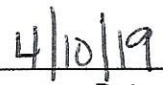
Date: 4/10/2019
To: Angela Martinez
Subject: RFI No. 1
Statement of Bidders Qualifications

Please complete Statement of Bidders Qualification. Submit completed, notarized document to purchasing.

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov by 10:00am, April 11, 2019. Send the acknowledgement of receipt of RFI #1 to purchasing@galvestontx.gov. Response to the RFI must include this form with a signature from the signer of the original solicitation document, Appendix A.



Authorized Signature



Date

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4/10/19
Bidder (Legal Name of Firm): Beach Town Lawn Service LLC
Date Organized: 5/20/2010
Name of Owner(s): Angela Martinez, Michael Martinez
Address: 23 Cornwell Ct
: Galveston, TX 77554

Date Incorporated: 5/20/2010
Federal ID Number: 47-1877094
Number of Years in contracting business under present name: 9
List all other names under which your business has operated in the last 10 years: NA

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>City of Lamarque Landscape Maintenance</u>	<u>70,000.00</u>	<u>7/2020</u>
<u>Texas Department of Transportation - Galveston Island Ferry</u>	<u>50,999.90</u>	<u>7/2019</u>
<u>Lafitte's Cove POA</u>	<u>92,000.00</u>	<u>5/2022</u>

Type of work performed by your company: Landscape Maintenance

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

See attached sheet - BLS Staff

Have you ever failed to complete any work awarded to you? Yes ☒ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>Galveston Housing Authority</u>	<u>63,000.00</u>	<u>12/18</u>
<u>City of Galveston Wastewater Landscape Maintenance</u>	<u>95,000.00</u>	<u>4/19</u>
<u>Tecumseh Beach HOA</u>	<u>58,000.00</u>	<u>12/18</u>

Major equipment available for this contract: 2-72in Zero Turn Mowers, 6-60inch Zero Turn mowers, Tractor, 3 trucks, 3 trailers, trimmers, blowers, edgers.

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Are you a Section 3 business? (see below) ☐ Yes ☒ No

Section 3 Business Concerns:

a) Businesses that are 51 percent or more owned by Section 3 residents;

- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References Coastal Community FCU

Address: 6811 Stewart Rd

Contact Name: Ranell Bloom

City & State: Galveston, TX Zip: 77551

Phone Number: 705-60067

Credit available: \$ 15,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes ☐ No ☒
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 10 day of April, 2019.

Amartez
Signature

Angela Martinez, owner
Printed Name and Title

Beach Town Lawn Service, LLC
Company Name

Notary Statement:

Angela Martinez being duly sworn, says that he/she is the owner Position/Title
of Beach Town Lawn Service LLC (Firm Name), and hereby swears that the answers to the foregoing
questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person,
firm, or corporation to furnish any information requested City/County of Galveston in verification of the
recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 10th day of April, 2019.

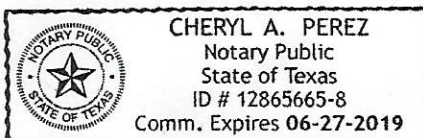
Notary Public

Cheryl Perez
Signature

Cheryl Perez
Printed Name

My Commission Expires: 6-27-19

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



Statement of Bidder's Qualification Attachment

Beach Town Lawn Service, LLC

Staff

Michael Martinez: Owner/ Operations Manager

Angela Martinez: Owner/ Accounting

Jose Benavides: Crew Leader

Dustin Garcia: Crew Leader

Donal De Leon: Crew Leader

Edwin Pena: Employee

Robert Garza: Employee

Jorge Matamoros: Employee

Jesus Perez: Employee

Dustin Carr: Employee

Roberto Acosta: Employee

Antonio Garcia: Employee

MICHAEL MARTINEZ

beachtownlawnservice@yahoo.com
23 Cozumel Cir. Galveston, TX 77554
409-789-9520
www.Beachtownlawnservice.com

EXPERIENCE

Have been in the lawn and landscape industry for 10 years.

Licensed Irrigator.

Licensed Commercial Applicator.

Have working experience with TX Dot, The City of Galveston, Galveston College, Galveston Housing Authority, HOA's, Holy Family Parish and various residential properties.

Beach Town Lawn Service

Owner 5/10/2010 – current

ANGELA MARTINEZ

beachtownlawnservice@yahoo.com
23 Cozumel Cir. Galveston, TX 77554
713-822-5961
www.Beachtownlawnservice.com

EXPERIENCE

Have been in the lawn and landscape industry for 10 years.

Have working experience with TX Dot, The City of Galveston, Galveston College, Galveston Housing Authority, HOA's, Holy Family Parish and various residential properties.

Beach Town Lawn Service

Owner 9/20/2014 – current



City of Galveston

CAPITAL PROJECTS STAFF REPORT

08 May 2019

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

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval of a contract with Main Lane Industries, Ltd., for the 25th Street Improvements - Broadway to Seawall project (RFP #19-15) in the amount of \$6,730,519.00 (Estimated total cost of project not to exceed \$7,600,519.00). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and reconstruction of 25th Street from Broadway to Seawall was included in the City of Galveston Capital Improvement Plan.
- B. This project includes rebuilding the roadway, installing larger inlets to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks, ADA ramps, and electrical improvements to provide lighting along 25th Street from Seawall to Harborside.
- C. On 27 July 2017, the City Council approved EJES, Inc. to perform engineering design for the 25th Street Improvements - Broadway to Seawall project.

II. Current Situation

- A. The project was advertised on 18 February 2019 as RFP #19-15 to provide the ability to negotiate with the winning respondent and value engineer the project costs.
- B. The RFP responses were received on 24 April 2019.
- C. One (1) response was received and scored as follows:

	<u>Score</u>
Main Lane Industries, Ltd.	985

Main Lane Industries, Ltd. was the sole respondent and received a qualifying score.

- D. City staff met and negotiated a contract amount of \$6,730,519.00 with Main Lane, which is within the project budget.

III. Impact or ramifications:

The project is part of the City's continued efforts to improve the infrastructure throughout Galveston.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve a contract with Main Lane Industries, Ltd., for the 25th Street Improvements - Broadway to Seawall project in the amount of \$6,730,519.00.
- B. Do not approve the request.

V. Recommendation

Approve a contract with Main Lane Industries, Ltd., for the 25th Street Improvements - Broadway to Seawall project in the amount of \$6,730,519.00.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: IDC Infrastructure Silo
Construction \$ 50,000.00

2017 General Obligation Bonds

Construction	\$ 4,029,660.00
Contingency	\$ 410,000.00
Inspection	\$ 60,000.00
Materials Testing (est.)	\$ 80,000.00

Water Certificates of Obligation

Construction	\$ 1,692,459.00
Contingency	\$ 170,000.00
Inspection	\$ 34,000.00

Sanitary Sewer Certificates of Obligation

Construction	\$ 958,400.00
Contingency	\$ 96,000.00
Inspection	\$ 20,000.00

Total Cost of Implementation \$ 7,600,519.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





May 7, 2019

City of Galveston
Purchasing Division
823 Rosenberg St., Room 306
Galveston, Texas 77550

**Re: Request For Best And Final Offer
RFP 19-15 25th Street Improvements Broadway to Seawall**

Main Lane Industries, Ltd (MLI) is pleased to present the following request for Best And Final Offer (BAFO) for The City of Galveston (COG) review and approval. MLI values the opportunity to work jointly with COG to achieve a desired scope that's within the budget perimeters. At no additional cost to COG, MLI has included in our proposal to provide, as needed, a temporary 2" water line service and connections. MLI believes the utilization of temporary water line services will improve the project performance as well as enhance public relations with neighboring residents.

If you have any questions or desire further information, please contact me at 713-896-3141.

Regards,

A handwritten signature in blue ink, appearing to read "Anthony Colombo", is written over the word "Regards,".

Anthony Colombo
President

mc2 main lane

CITY OF GALVESTON, TEXAS

25TH STREET IMPROVEMENTS
(FROM BROADWAY TO SEAWALL)

BID FORM (REVISED)

SECTION A - PAVING (WITH ASPHALT) & GENERAL ITEMS

Item No.	Item Control No.	Item Description	Unit Measure	Bid Qty.	Unit Price	Bid Amount
1	01505	Mobilization	LS	1	1,000,000.00	1,000,000.00
2	01535	Tree Protection	LS	1	400,000.00	400,000.00
3	01566	Inlet Protection (Installation and Removal)	EA	36	100.00	3,600.00
4	01568	SWPPP	LS	1	20,000.00	20,000.00
5	01570	Barricades, Signs and Traffic Handling	LS	1	700,000.00	700,000.00
6	02076	Mill Existing Asphalt Pavement	SY	28,000	4.00	112,000.00
7	02076	Remove and Dispose Ex. Conc Sidewalk	SY	2,500	10.00	25,000.00
8	02076	Remove and Dispose Ex. Conc Lead Walk	SY	70	10.00	700.00
9	02076	Remove and Dispose Ex. Conc Driveway	SY	485	10.00	4,850.00
10	02076	Remove and Dispose Ex. Conc Curb	LF	850	10.00	8,500.00
11	02076	Remove and Dispose Ex. Conc Ramp	EA	37	100.00	3,700.00
12	02076	Excavation	CY	2,500	40.00	100,000.00
13	02242	6" Lime Fly Ash Stabilized Subgrade	SY	150	20.00	3,000.00
14	02510	2" Type "D" HMAC	SY	34,000	11.00	374,000.00
15	02510	2" Asphalt Overlay at Alleys	SY	350	45.00	15,750.00
16	02530	Mud Jack Sidewalk	SF	750	10.00	7,500.00
17	02530	4" Thick Concrete Sidewalk	SF	11,200	7.00	78,400.00
18	02530	Flexwalk Sidewalk	SF	900	7.00	6,300.00
19	02530	4" Thick Concrete Lead Walk	SF	580	7.00	4,060.00
20	02530	Accessible Ramp with Truncated Domes	EA	37	2,000.00	74,000.00
21	02531	6" Thick Concrete Driveway	SY	750	80.00	60,000.00
22	02532	6" High Concrete Curb	LF	2,200	10.00	22,000.00

Initials _____

23	02582	Refl Pav Mrk (W) (4") (Bkn)	LF	7,000	1.00	7,000.00
24	02582	Refl Pav Mrk (Y) (4") (Sld)	LF	260	1.25	325.00
25	02582	Reel Pav Mrk (W) (8") (Sld)	LF	60	2.00	120.00
26	02582	Refl Pav Mrk (W) (12") (Sld)	LF	5,000	2.00	10,000.00
27	02582	Refl Pav Mrk (W) (24") (Sld)	LF	480	5.00	2,400.00
28	02582	Refl Pav Mrk (Word) (W)	EA	37	56.00	2,072.00
29	02582	Refl Pav Mrk (Arrow) (W)	EA	22	217.00	4,774.00
30	02935	Block Sodding Incl. Watering & 4" Topsoil	SY	500	8.00	4,000.00
31	16636	Remove & Replace Exist Alum Signs and Posts	EA	20	300.00	6,000.00

SUB-TOTAL SECTION A - PAVING & GENERAL ITEMS

\$ 3,060,051.00

SECTION B - WATER ITEMS

Item No.	Item Control No.	Item Description	Unit Measure	Bid Qty.	Unit Price	Bid Amount
32	01526	Trench Safety	LF	4,370	1.70	7,429.00
33	02076	Remove & Dispose Ex. Asphalt W/Base	SY	1,500	36.00	54,000.00
34	02626	12" X 8" Tapping Sleeve and Valve	EA	15	6,500.00	97,500.00
35	02626	12" X 6" Tapping Sleeve and Valve	EA	3	6,100.00	18,300.00
36	02626	8" X 8" Tapping Sleeve and Valve	EA	8	5,600.00	44,800.00
37	02626	8" X 6" Tapping Sleeve and Valve	EA	4	5,500.00	22,000.00
38	02640	6" Gate Valve	EA	6	1,230.00	7,380.00
39	02640	8" Gate Valve	EA	28	1,750.00	49,000.00
40	02640	12" Gate Valve	EA	15	3,000.00	45,000.00
41	02645	Remove & Salvage Ex. Fire Hydrant to Include Service Lead Pipe	EA	7	1,500.00	10,500.00
42	02645	Fire Hydrant W/ 6" Valve & Box	EA	4	4,200.00	16,800.00
43	02664	6" PVC C900 Water Line	LF	75	100.00	7,500.00
44	02664	8" PVC C900 Water Line (Open Cut)	LF	285	150.00	42,750.00
45	02664	8" PVC C900 Water Line (Trenchless)	LF	980	100.00	98,000.00
46	02664	12" PVC C900 Water Line (Open Cut)	LF	4,100	150.00	615,000.00

47	02664	12" PVC C900 Water Line (Trenchless)	LF	100	170.00	17,000.00
48	02790	Dewatering for Water Line, complete in place	LF	5,540	30.00	166,200.00
49	02611	12" Steel Pipe Encasement	LF	670	50.00	33,500.00
50	02611	21" Steel Pipe Encasement	LF	350	70.00	24,500.00
51	02664	Cast Iron Fittings	Tons	5	3,000.00	15,000.00
52	02665	Service Line and Water Meter Installation (Meter and Box Furnished by Owner)	EA	107	2,500.00	267,500.00
53	02667	Tie-In To Ex. Lines (2", 4", 6", 8", 10", 12")	EA	24	1,000.00	24,000.00
54	02669	Cut, Plug & Abandon Ex. 2", 4", 6" Water Main	EA	8	1,100.00	8,800.00
SUB-TOTAL SECTION B - WATER ITEMS						\$ 1,692,459.00
SECTION C - WASTEWATER ITEMS						
Item No.	Item Control No.	Item Description	Unit Measure	Bid Qty.	Unit Price	Bid Amount
55	02601	Remove and Replace Manhole	EA	19	2,100.00	39,900.00
56	02730	12" Sanitary Sewer (Open Cut)	LF	1,350	175.00	236,250.00
57	02730	18" Sanitary Sewer (Open Cut)	LF	2,850	145.00	413,250.00
58	02790	Dewatering for Sanitary Sewer, Complete in place	LF	4,200	25.00	105,000.00
59	02790	Bypass Pumping, must be approved, Complete in place	LF	4,200	30.00	126,000.00
60	02667	Tie-In To Ex. Lines (2", 4", 6", 8", 10", 12")	EA	19	1,500.00	28,500.00
61	02765	Connect to Existing Manhole	EA	19	500.00	9,500.00
SUB-TOTAL SECTION C - WASTEWATER ITEMS						\$ 958,400.00
SECTION D - DRAINAGE ITEMS						
Item No.	Item Control No.	Item Description	Unit Measure	Bid Qty.	Unit Price	Bid Amount
62	01526	Trench Safety	LF	1,270	3.00	3,810.00
63	02076	Remove and Dispose Ex. Curb Inlet	EA	40	500.00	20,000.00
64	02606	Install Combination 5' Grate & Curb Inlet	EA	40	4,000.00	160,000.00
65	02720	18" Storm RCP (Open Cut)	LF	160	300.00	48,000.00
66	02764	5' Storm MH	EA	14	4,000.00	56,000.00
SUB-TOTAL SECTION D - DRAINAGE ITEMS						\$ 287,810.00

SECTION E - SIGNAL ITEMS

Item No.	Item Control	Item Description	Unit Measure	Bid Qty.	Unit Price	Bid Amount
67	TxDOT 416	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	12	235.00	2,820.00
68	TxDOT 416	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	44	445.00	19,580.00
69	TxDOT 618	CONDT (PVC) (SCH 40) (3") (TRENCH)	LF	155	17.00	2,635.00
70	TxDOT 618	CONDT (PVC) (SCH 40) (3") BORE	LF	605	16.00	9,680.00
71	TxDOT 620	ELEC CONDR (NO.4) INSULATED	LF	30	1.00	30.00
72	TxDOT 620	ELEC CONDR (NO.8) BARE	LF	760	1.30	988.00
73	TxDOT 620	ELEC CONDR (NO.8) INSULATED	LF	590	1.45	855.50
74	TxDOT 624	GROUND BOX TY D (162922)W/APRON	EA	6	780.00	4,680.00
75	TxDOT 636	ALUMINUM SIGNS (TY A)	SF	16	30.00	450.00
76	TxDOT 6090	ILSN (LED)	EA	3	2,160.00	6,480.00
77	TxDOT 680	INSTALL HWY TRF SIG (SYSTEM)	EA	1	5,100.00	5,100.00
78	TxDOT 682	VEH SIG SEC (12")LED(GRN)	EA	7	250.00	1,750.00
79	TxDOT 682	VEH SIG SEC (12")LED(GRN ARW)	EA	1	250.00	250.00
80	TxDOT 682	VEH SIG SEC (12")LED(YEL)	EA	7	250.00	1,750.00
81	TxDOT 682	VEH SIG SEC (12")LED(RED)	EA	7	250.00	1,750.00
82	TxDOT 682	PED SIG SEC (LED)(2 INDICATIONS)	EA	8	530.00	4,240.00
83	TxDOT 682	BACK PLATE (12")(3 SEC)	EA	6	72.00	576.00
84	TxDOT 682	BACK PLATE (12")(4 SEC)	EA	1	97.00	97.00
85	TxDOT 684	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	560	1.40	784.00
86	TxDOT 684	TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	LF	445	1.50	667.00
87	TxDOT 684	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	80	1.80	144.00
88	TxDOT 684	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	320	2.00	640.00
89	TxDOT 684	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	305	3.00	915.00
90	TxDOT 684	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	415	5.00	2,075.00

91	TxDOT 686	INS TRF SIG PL AM (S)1 ARM(28')LUM&ILSN	EA	1	40,000.00	40,000.00
92	TxDOT 686	INS TRF SIG PL AM (S)1 ARM(32')LUM&ILSN	EA	1	42,000.00	42,000.00
93	TxDOT 686	INS TRF SIG PL AM(S)1 ARM(44')LUM&ILSN	EA	1	44,000.00	44,000.00
94	TxDOT 687	PED POLE ASSEMBLY	EA	2	1,420.00	2,840.00
95	TxDOT 688	PED DETECT PUSH BUTTON (APS)	EA	8	1,050.00	8,400.00
96	TxDOT 690	INSTALL OF FND FOR GROUND MNT CABINETS	EA	1	3,000.00	3,000.00
97	TxDOT 690	INSTALL OF CONTROL CABINET(GRND MNT)	EA	1	20,000.00	20,000.00
98	TxDOT 690	REMOVAL OF SIGNAL HEAD ASSEMBLIES	EA	6	106.00	636.00
99	TxDOT 690	REMOVAL OF SIGNAL RELATED SIGNS	EA	4	100.00	400.00
100	TxDOT 690	REMOVAL OF SPAN CABLES	LF	400	2.00	800.00
101	TxDOT 690	REMOVAL OF TIMBER POLES	EA	6	150.00	900.00
SUB-TOTAL SECTION E - SIGNAL ITEMS						\$ 231,799.00
TOTAL BASE BID						\$ 6,230,519.00

ALTERNATE BID 1 - ELECTRICAL TASK FROM SEAWALL TO BROADWAY

Item No.	Item Control No.	Item Description	Unit Measure	Bid Qty.	Unit Price	Bid Amount
102		Provide a bulk estimate cost to provide 120-volt GFCI Duplex Receptacles approximately 55 feet apart in the mediums of 25th Street from Seawall Blvd. To Broadway Avenue for Christmas Lights. This bulk estimate cost shall include all associated equipment, such as 120/240-volt Panel Boards, 120-volt GFCI duplex receptacles, concrete pedestal bases for the receptacles, conduit and conductors, etc. All conduit is to be underground. The power source shall be pole mounted transformers from the side streets as required. The service entrance conductors and conduit from the power source to the service entrance panel board shall be bored underneath 25th street. A power meter is to be provided for each service entrance rated panel board. The service entrance rated panel board shall be in a stainless-steel enclosure on a concrete pedestal. If this alternate is accepted a design shall be submitted designed by a licensed professional electrical engineer to the City of Galveston for approval and coordination with this estimate.	LS	1	300,000.00	300,000.00
SUB-TOTAL ALTERNATE BID 1 - ELECTRICAL TASK FROM SEAWALL TO BROADWAY						\$ 300,000.00

ALTERNATE BID 2 - ELECTRICAL TASK FROM BROADWAY TO STRAND

Item No.	Item Control No.	Item Description	Unit Measure	Bid Qty.	Unit Price	Bid Amount
103		Provide a bulk estimate cost to provide 120-volt GFCI Duplex Receptacles approximately 55 feet apart in the mediums of 25th Street from Broadway Avenue to Strand Street for Christmas Lights. This bulk estimate cost shall include all associated equipment, such as 120/240-volt Panel Boards, 120-volt GFCI duplex receptacles, concrete pedestal bases for the receptacles, conduit and conductors, etc. All conduit is to be underground. The power source shall be pole mounted transformers from the side streets as required. The service entrance conductors and conduit from the power source to the service entrance panel board shall be bored underneath 25th street. A power meter is to be provided for each service entrance rated panel board. The service entrance rated panel board shall be in a stainless-steel enclosure on a concrete pedestal. If this alternate is accepted a design shall be submitted designed by a licensed professional electrical engineer to the City of Galveston for approval and coordination with this estimate.	LS	1	200,000.00	200,000.00

SUB-TOTAL ALTERNATE BID 2 - ELECTRICAL TASK FROM BROADWAY TO STRAND \$ 200,000.00

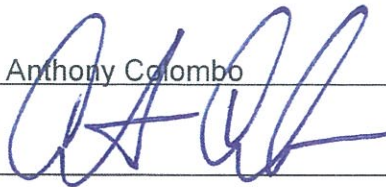
SUMMARY

	Amount
SUB-TOTAL SECTION A - PAVING & GENERAL ITEMS	\$ 3,060,051.00
SUB-TOTAL SECTION B - WATER ITEMS	\$ 1,692,459.00
SUB-TOTAL SECTION C - WASTEWATER ITEMS	\$ 958,400.00
SUB-TOTAL SECTION D - DRAINAGE ITEMS	\$ 287,810.00
SUB-TOTAL SECTION E - SIGNAL ITEMS	\$ 231,799.00
TOTAL BASE BID	\$ 6,230,519.00
SUB-TOTAL ALTERNATE BID 1 - ELECTRICAL TASK FROM SEAWALL TO BROADWAY	\$ 300,000.00
SUB-TOTAL ALTERNATE BID 2 - ELECTRICAL TASK FROM BROADWAY TO STRAND	\$ 200,000.00
GRAND TOTAL (BASE BID + (ALTERNATES 1 & 2))	6,730,519.00

Company Name (Printed) Main Lane Industries, Ltd.

Name of Signatory (Printed) Anthony Colombo

Signature



Date 5/6/2019

Initials _____



City of Galveston

CAPITAL PROJECTS STAFF REPORT

09 May 2019

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 accepting all public infrastructure improvements for Beachside Village, Section 5 for the initial two-year maintenance period. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Beachside Village, Section 5 is a subdivision located on the south side of FM 3005, that is part of the Beachside Village P.I.D, developed by Kahala Development, LP.
- B. Construction plans for the public infrastructure – utilities, roadways, and drainage – were submitted to the City and approved for construction in August 2018.

II. Current Situation

- A. The project was completed with final “as-built” plans submitted to the City in April 2019.
- B. A Certificate of Completion for all infrastructure work has been submitted to the City for this development.
- C. The representative of Kahala Development, LP has requested the acceptance of the infrastructure by the City for the initial two-year maintenance period, and provided the requisite two-year maintenance bond.

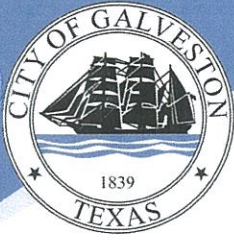
III. Issues

- A. The final plat for the subdivision will be filed with the County Clerk of the County of Galveston upon this acceptance.
- B. The public infrastructure of Beachside Village, Section 5 will be re-inspected toward the end of this initial two-year maintenance period for acceptability.
- C. If all infrastructure passes inspection at that time, City staff will present a recommendation to Council for final acceptance of the infrastructure.

IV. Alternatives in order of priority

- A. Approve an initial acceptance of the public infrastructure for Beachside Village, Section 5 for the two-year maintenance period.
- B. Do not approve the acceptance, which will prevent the final plat from being filed and the building of residences in this subdivision.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

V. Recommendation

Approve accepting all public infrastructure improvements for Beachside Village, Section 5 for the initial two-year maintenance period.

VI. Fiscal Impact Report

Requested by:

Ross E. Blackketter, P. E.
Director of Capital Projects

Funding Source:

No funding required

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





City of Galveston

CAPITAL PROJECTS

P.O. Box 779, Galveston, TX 77553
publicworks@galvestontx.gov | 409-797-3630 | www.galvestontx.gov

May 23, 2019

Ms. Debbie Reinhart
Kahala Development, LP
P.O. Box 2809
Galveston, Texas 77552

Re: Beachside Village, Section 5 - Acceptance of Public Infrastructure for Two-Year Maintenance Period by Developer

Dear Ms. Reinhart:

Please accept this letter as evidence that the public infrastructure - utilities, roadway, and drainage improvements - which have been constructed within the Beachside Village, Section 5 in Galveston, Texas, have been inspected by the City, and meets with the City's approval for a two-year maintenance period. Upon approach of the completion of the two-year maintenance period, the City of Galveston will re-inspect the public infrastructure improvements a minimum of 60 days prior to the expiration of two-year maintenance period. If, at that time, if the public infrastructure improvements are able to pass inspection, the City of Galveston will accept full maintenance responsibility for the public improvements for Beachside Village, Section 5.

If you should have any further questions regarding this matter, please contact Ross Blackketter, Director of Capital Projects, at 409-797-3630.

Thank you,

Brian Maxwell
City Manager

cc: Brandon Cook, Assistant City Manager of Municipal and Development Services
Ross E. Blackketter, P. E., Director of Capital Projects
Kyle D. Hockersmith, P. E., Director of Public Works



CERTIFICATE OF FINAL COMPLETION

STATE OF TEXAS

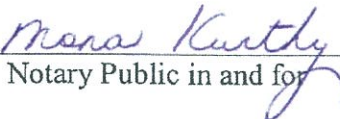
COUNTY OF Brazoria

I, the undersigned, David Wight, President, David Wight Construction Co., LTD.,
under its contract dated November 2, 2018, with Kahala Development, LLC
for the construction of Water, Sanitary Sewer, Storm Sewer and
Paving to serve Beachside Village, Section 5, Galveston, Texas
do hereby certify under oath that all just claims and
bills within the knowledge of affiant for labor, materials, equipment and damages under
this contract have been paid in full by the contractor.


Contractor

Subscribed and sworn to before me, the undersigned authority, this 1st
day of April, 20 19.




Notary Public in and for
Brazoria County, Texas

My commission expires May 18, 20 22.



921 FM 517 Road East | Dickinson, Texas 77539

Date: 4/12/2019

Mr. Daniel Christodoss, P.E.
City Engineer
City of Galveston
823 Rosenberg, 4th Floor, Ste 402
Galveston, Texas 77550

Re: Request for Acceptance of Public Infrastructure
Beachside Village, Section 5
Galveston, Texas

On behalf of Kahala Development, LP., we request acceptance of the excavation, grading, public water, sanitary sewer, storm sewer, paving and drainage facilities by the City of Galveston for the above referenced project at the next available Council meeting. We also request commencement of the one (1) year (warranty) acceptance period of the facilities, and at the end of such time, acceptance of same into the City's maintenance system. Please find attached a copy of the Engineer's Certificate of Completion.

If you have any questions or require additional information, please do not hesitate to call.

Thank you for your attention to this request.

Respectfully,

Marcus J. Michna, P.E.

Attachment
Copy: Kahala Development, LP

MJM/cle



City of Galveston

CAPITAL PROJECTS STAFF REPORT

15 May 2019

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

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #9 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, **decreasing** the contract amount from \$2,696,089.53 by \$165,847.50 to the final cost of \$2,530,242.03. 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, increased by \$21,885.00 to a new amount of \$2,637,254.28 in Change Order #5 on 24 May 2018, increased by \$1,022.00 to a new amount of \$2,638,276.28 in Change Order #7 on 07 September 2018, and increased by \$57,813.25 to a new amount of \$2,696,089.53 in Change Order #8 on 24 January 2019. Change Order #6, approved on 26 July 2018, was for a 75 day time extension only.

II. Current Situation

- A. The construction contract for the Sealy Avenue Improvements from 33rd to 25th project is complete.
- B. Triple B has requested a final change order reconciling the accounting for this contract as shown in the attached documentation.
- C. Unused items and adjustments to the quantities for this contract result in a **decrease** of \$165,847.50 to the contract price.
- D. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. **Impact or ramifications:**

This change order is necessary to close out this project.

V. **Alternatives in order of priority**

- A. Approve Change Order #9 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, **decreasing** the contract amount from \$2,696,089.53 by \$165,847.50 to the final cost of \$2,530,242.03.
- B. Do not approve the request.

VI. **Recommendation**

Approve Change Order #9 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, **decreasing** the contract amount from \$2,696,089.53 by \$165,847.50 to the final cost of \$2,530,242.03.

VII. **Fiscal Impact Report**

Requested by:

Ross E. Blacketter, P.E.
Director of Capital Projects

Funding Source:

CDBG DR Non-Housing Round 2.2

Construction Cost

\$ 2,530,242.03 (decrease of \$165,847.50)

Construction Administration

\$ 115,927.56

Total Cost of Implementation

\$ 2,646,169.59

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive Suite 320 Port Arthur, TX 77642 Phone No.: 409.724.7888	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: 409.797.3630	Contractor: Triple B Services, LLP 820 Old Atascocita Road Huffman, TX 77336 Phone No.: 281.324.3264 Agreement Date: 06/14/2017	
Date: 05/15/2019 Project Code No.: P21547-4 Bid Package No.: 228103-1_BID2	Contract For (Project Description): Sealy Street Improvements from 33 rd Street – 25 th Street	GLO Contract No.: 15-081-000-8748 Change Order No.: 9	
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
9	Remove Concrete Slab: (-) 25 SY @ \$3.00/SY	- \$ 75.00	
11	Remove Existing Curb Grate: (-) 4.5 EA @ \$450.00 EA	- \$2,025.00	
12	Remove Existing Storm Manhole, All Depths: (-) 3 EA @ \$500.00/EA	- \$1,500.00	
14	Remove 12" RCP: (-) 50 LF @ \$17.00/LF	- \$850.00	

17	Remove Existing Sanitary Sewer Manhole: (-) 2 EA @ \$500.00/EA	- \$1,000.00	
20	Remove 8" Sanitary Sewer Line: (-) 161 LF @ \$8.00/LF	- \$1,288.00	
21	Remove 6" Sanitary Sewer Line: (-) 88 LF @ \$8.00/LF	- \$704.00	
22	Remove 16" Water Line: (-) 14 LF @ \$8.00/LF	- \$112.00	
24	Remove 10" Water Line: (-) 50 LF @ \$8.00/LF	- \$400.00	
25	Remove 6" Water Line: (-) 43 LF @ \$8.00/LF	- \$344.00	
26	Remove 2" Water Line: (-) 25 LF @ \$8.00/LF	- \$200.00	
28	Remove Water Valve: (-) 3 EA @ \$200.00/EA	- \$600.00	
30	Relocate Existing Water Services: (-) 150 LF @ \$34.00/LF	- \$5,100.00	
31	Silt Control, Inlet Protection: (-) 23 EA @ \$125.00/EA	- \$2,875.00	
32	Silt Control, Manhole Protection: (-) 3 EA @ \$125.00/EA	- \$375.00	
39	Driveways: + 296 SY @ \$70.00/SY		+ \$ 20,720.00
40	4 ½" Reinforced Concrete Sidewalk: + 140 SY @ \$56.15/SY		+ \$ 7,861.00
45	All Trench Safety System for Trenches greater than 4 Feet in Depth: (-) 4,245 LF @ \$0.10/LF	- \$ 424.50	

49	Conflict Structures: (-) 1 EA @ \$3,850.00 /EA	- \$ 3,850.00	
51	18-Inch Reinforced Concrete Pipe C-76, Class III: (-) 196 LF @ \$49.50/LF	- \$ 9,702.00	
52	Sanitary Sewer Manhole 0'-12' Depth: (-)1 EA @ \$3,675.00 /EA	- \$ 3,675.00	
53	24-Inch Polyvinyl Chloride (PVC) Sanitary Sewer, SDR-26, ASTM D-2241: (-) 30 LF @ \$166.50/LF	- \$ 4,995.00	
54	10- Inch Polyvinyl Chloride (PVC) Sanitary Sewer, SDR-26, ASTM D-2241: (-) 39 LF @ \$40.00/LF	- \$ 1,560.00	
55	8- Inch Polyvinyl Chloride (PVC) Sanitary Sewer, SDR-26, ASTM D-2241: (-) 28 LF @ \$33.00/LF	- \$ 924.00	
56	6- Inch Polyvinyl Chloride (PVC) Sanitary Sewer, SDR-26, ASTM D-2241: (-) 14 LF @ \$65.00/LF	- \$ 910.00	
59	24-Inch Polyvinyl Chloride (PVC) Water, Class 150, AWWA C-905: (-) 40 LF @ \$121.00/LF	- \$ 4,840.00	
62	8- Inch Polyvinyl Chloride (PVC) Water, Class 150, AWWA C-900: (-) 96 LF @ \$31.00/LF	- \$ 2, 976.00	
63	6-Inch Polyvinyl Chloride (PVC) Water, Class 150, AWWA C-900: (-) 11 LF @ \$34.00/LF	- \$ 374.00	
64	2-Inch Schedule 40: (-) 19 LF @ \$35.00/LF	- \$ 665.00	
67	1-Inch Far Side Water Service: (-) 2 EA @ \$1,000.00	- \$ 2,000.00	
69	12" x 8" Tapping Sleeve and Valve with Box: (-) 1 EA @ \$3,875.00/EA	- \$ 3,875.00	
78	8-Inch Wet Connection: (-) 1 EA @ \$400.00/EA	- \$ 400.00	
80	Dewatering: (-) 6,210 LF @ \$18.00/LF	- \$111,780.00	
81	Extra Reinforcing Steel: (-) 40 LB @ \$0.75/LB	- \$ 30.00	

82	Extra Class "A" Concrete: (-) 100 CY @ \$150.00/CY	- \$ 15,000.00	
83	Extra Cement Stabilized Sand: (-) 50 CY @ \$30.00/CY	- \$ 1,500.00	
85	Extra Asphalt Type D Asphaltic Concrete Pavement: + 26 CY @ \$325.00/CY		+ \$ 8,450.00
86	Type C Manholes: (-) 5 EA @ \$3,850.00/ EA	- \$ 19,250.00	
106	Sanitary Sewer Manhole Structure: + 2 EA @ \$1,650/ EA		+ \$ 3,300.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$ 2,468,141.50	Original Contract Time: 210 days
Previous Change Order(s): No. 1 to No. 8 \$ 227,948.03	Net Change from Previous Change Orders: 252 days
Contract Price Prior to this Change Order: \$ 2,696,089.53	Contract Time Prior to this Change Order: 596 days
Net Increase/Decrease of this Change Order: \$ - 165,847.50	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$ 2,530,242.03	Contract Time With all Change Orders: 596 days
Cumulative Percent Change in Contract Price (+/-): +2.52	Grantee Contract End Date: (mm/dd/yy) 12/31/2019
Construction Contract Start Date: (mm/dd/yy) 07/12/2017	Construction Contract End Date: (mm/dd/yy) 02/28/2019

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: 

ENGINEER

Arceneaux, Wilson & Cole LLC

Date: 05/15/2019

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: 

CONTRACTOR

Triple B Services, LLP

Date: 5/15/19

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: Added construction items not included in original bid: Sanitary Sewer Manhole Structure (2 EA), pricing comparative by bid comparison			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?			
	☐ Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)			
	☒ Yes	☐ No	
7. Is the TCEQ permit approval still valid? (sewer projects only)			
	☐ Yes	☐ No	
8. Are the handicapped access requirements/approval still valid? (if applicable)			
	☒ Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance still valid?			
	☒ Yes	☐ No	
(If no, specify):			

NOTE: Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



City of Galveston

CAPITAL PROJECTS STAFF REPORT

03 May 2019

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. 2 to the contract with Alamo Environmental Inc. dba Alamo1, for the City of Galveston Incinerator Demolition and Concrete Cap Construction project, **decreasing** the contract by \$91,402.67, from the amount of \$4,495,565.75 to a new total amount of \$4,404,163.08. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

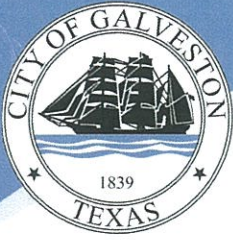
I. Background

- 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 demolition and remediation of the City of Galveston incinerator 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 AECOM to provide environmental and engineering design services for the City of Galveston Incinerator Demolition and Concrete Cap Construction project.
- E. The City Council awarded a contract with Alamo Environmental Inc. dba Alamo1, in the amount of \$4,313,876 on 13 September 2018 for the construction of this project.
- F. The contract was subsequently increased by \$181,689.75 in Change Order No. 1 to the new amount of \$4,495,565.75 on 28 February 2019.

II. Current Situation

- A. The demolition phase of the Demolition and Concrete Cap Construction project is complete, allowing reconciliation of the items involved in the demolition.
 - 1. The amount of demolition, hazardous, and nonhazardous waste was less than anticipated, resulting in a savings of \$126,361.68.
 - 2. The amount of asbestos containing material for disposal was greater than estimated for an additional cost of \$10,751.01.
 - 3. Additional debris found on site that requires disposal and the additional fill material required to complete the project are increasing the project cost by \$24,208.00.
- B. These items result in a net **decrease** to the project in the amount of \$91,402.67.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

C. AECOM has recommended approval of this request.

III. Issues

These items are necessary to reconcile costs and complete the project.

IV. Alternatives in order of priority

A. Approve Change Order No. 2 to the contract with Alamo Environmental Inc. dba Alamo1, for the City of Galveston Incinerator Demolition and Concrete Cap Construction project, **decreasing** the contract by \$91,402.67, from the amount of \$4,495,565.75 to a new total amount of \$4,404,163.08.

B. Do not approve the request.

V. Recommendation

Approve Change Order No. 2 to the contract with Alamo Environmental Inc. dba Alamo1, for the City of Galveston Incinerator Demolition and Concrete Cap Construction project, **decreasing** the contract by \$91,402.67, from the amount of \$4,495,565.75 to a new total amount of \$4,404,163.08.

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	\$ 4,404,163.08	(decrease of \$91,402.67)
Construction Administration	\$ 90,825.00	
Total Cost of Implementation	\$ 4,494,988.08	

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: (Name & Address) AECOM 9400 Amberglen Blvd. Austin, TX 78729 Phone No.: (512) 472-4519	Owner (Contractor Locality): (Name & Address) City of Galveston 823 Rosenberg, Room 205 Galveston, TX 77550 Phone No.: (409) 797-3630	Contractor: (Name & Address) Alamo1 2900 Nacogdoches Rd. San Antonio, TX 78217 Phone No.: (210) 404-1220 Agreement Date: 10/29/2018	
Date: 04/11/2019 Project Code No.: P21549A-20 Bid Package No.: 28106-1_BID2	Contract For (Project Description): Incinerator Structure Demolition and Concrete Cap Design	GLO Contract No.: 15-081-000-8748/ DRS220051 Change Order No.: 02	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
18	Transportation/Disposal of Hazardous Waste: -85.93 TONS @ \$566.80/TON	\$48,705.12	
19	Transportation/Disposal of Class I Nonhazardous Waste: -130.07 TONS @ \$78.90/TON	\$10,262.52	
20	Transportation/Disposal/Recycle of Concrete and Steel: -4493 TONS @ \$9.75/TON	\$43,806.75	
21	Transportation/Disposal of Construction Debris: -400 CYS @ \$41.40/CY	\$16,560.00	
22	Transportation/Disposal of ACM: 178.44 TONS @ \$60.25/TON		\$10,751.01

23	Transportation/Disposal of Class II Nonhazardous Waste: - 117.71 TONS @ \$59.70/TON	\$7,027.29	
24	Transportation/Disposal/Recycle of Tires: 51.9 TONS @ \$250.00/TON		\$12,975.00
27	Recycling Tire Rims 310 Rims @ \$14.30/Each		\$4,433.00
28	Select Backfill: 200 CY @ \$34.00/Ton		\$6,800.00
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$4,313,876.00		Original Contract Time: 210 days	
Previous Change Order(s): No. 1 to No. \$181,689.75		Net Change From Previous Change Orders: 0 days	
Contract Price Prior to this Change Order: \$4,495,565.75		Contract Time Prior to this Change Order: 210 days	
Net Increase/Decrease of this Change Order: (\$91,402.67)		Net Increase/Decrease of this Change Order: 85 days	
Contract Price With all Approved Change Orders: \$4,404,163.08		Contract Time With all Change Orders: 295 days	
Cumulative Percent Change in Contract Price (+/-): -2.03 %		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2019	
Construction Contract Start Date: (mm/dd/yy) 11 / 06 / 2018		Construction Contract End Date: (mm/dd/yy) 10 / 03 / 2019	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: 

AECOM
(ENGINEER)

Date: 4/29/19

APPROVED:

By: _____

CITY OF GALVESTON
(OWNER)

Date: _____

ACCEPTED:

By: 

ALAMO1
(CONTRACTOR)

Date: 4-29-2019

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: There are several new items which were not included in the original bid. The balance of the additions are quantity changes for unit prices found in the original bid. The pricing for the new line items 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

☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only) N/A

☐ Yes

☐ No

8. Are the handicapped access requirements/approval

still valid? (if applicable) N/A

☐ Yes

☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☒ Yes

☐ No

(If no, specify):

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



AECOM
9400 Amberglenn Blvd
Austin, TX 78729
www.aecom.com

512 454-4797 tel
512 454-8807 fax

April 11, 2019

Ross E. Blackketter, P.E.
Director of Capital Projects
City of Galveston
823 Rosenberg
Galveston, Texas 77550

**RE: Change Order Recommendation for Approval: Change Order #2
Old Municipal Incinerator Structure Demolition and Concrete Cap Design**

Dear Mr. Blackketter:

AECOM Technical Services, Inc. (AECOM) has received and reviewed Alamo Environmental Services, Inc. (Alamo1) change order (CO) #2 request form for the Old Municipal Incinerator Structure Demolition and Concrete Cap Design. Please find and accept AECOM's letter of recommendation for change order approval.

Alamo1 has requested an extension to the contract period of 85 calendar days. Demolition operations are now complete and all waste material and concrete have been removed from the site. Actual quantities for the Schedule of Values can be reconciled. In addition, AECOM performed a redesign of the concrete cap based on an updated topographic survey. Alamo1 has presented costs to account for the quantity reconciliation and new line items to accomplish this work. Based upon our review of Alamo1's proposals, AECOM has the following comments regarding the proposed work.

1. Quantities for line items 18 (Transportation/Disposal of Hazardous Waste), 19 (Transportation/Disposal of Class I Nonhazardous Waste), 20 (Transportation/Disposal/Recycle of Concrete and Steel), 21 (Transportation/Disposal of Construction Debris), and 23 (Transportation/Disposal of Class II Nonhazardous Waste) have decreased. We agree with the decrease in quantities.
2. Quantities for line item 22 (Transportation/Disposal of ACM) have increased due to more asbestos-containing material being disposed of during demolition. We agree with the additional quantities for item 22.
3. New line item 27 (Recycling Tire Rims) of the Schedule of Values is provided to account for the removal of tire rims from the tires removed from the site. The cost for removing and recycling the rims was not previously included in line item 24 (Transportation/Disposal/Recycling of Tires). Estimated cost is \$14.30/rim for a total of 310 rims. We agree with the quantity and the unit cost is reasonable.
4. New line item 28 (Select Fill) of the Schedule of Values is provided to account for the redesign of the concrete cap based on the new survey. Select fill was identified as needed to meet the new subgrade elevation. Estimated cost is \$34.00/cy for a total of 200 CY. We agree with quantity and unit cost is reasonable.



*City of Galveston Old Incinerator Site
Change Order Recommendation for Approval: Change Order #2
April 11, 2019*

AECOM has reviewed the request and accepts the additional **85 calendar days** proposed by Alamo1 to be added to the Contract period.

AECOM is in acceptance of the balance of the quantities and unit price changes and other items as described above. The total value of Change Order #2 is **-\$91,402.67**. Please find attached Alamo1's change order request form, summary of the change order items, and the GLO Form for the City's signature for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'C3' followed by a stylized flourish.

Chuck Neeley, P.E.
Senior Project Manager

cc: Project File - electronic copy only

CHANGE ORDER REQUEST FORM

ALAMO 1

TO: AECOM
City of Gavlestone

Incinerator Structure Demolition and Concrete Cap Design / COG-CON-18-140

CHANGE ORDER # 2 REV 1
DATE 4/8/2019
DATE NEEDED BY 4/10/2019
PROJECT NAME COG Incinerator
PROJECT # AR18-01324

DESCRIPTION OF PROPOSED CHANGE

Quantities have been reduced to the actual quantities disposed of for Line Items 18 (hazardous transportation and disposal), 19 (Class I nonhazardous waste transportation and disposal), 20 (recycled concrete and steel), 21 (construction debris transportation and disposal) and 23 (Class II nonhazardous waste transportation and disposal). ACM Increase in Unit Quantity - Line Item 22 of the Schedule of Values and Tires Increase in Unit Quantity - Line Item 24 of the Schedule of Values. Line Item # 27 being added to account for the tire rims that were found on numerous tires. Line Item #28 being added due to the latest drawing revision and addition of Selectfill material. There is an additional cost to have these removed and disposed of. A schedule increase of 85 working days is being requested at this time as well. These days exclude weekends and holidays. October 3, 2019 is slated for Demobilization.

REASON FOR CHANGE

Unit quantities were arbitrary and now the waste has been disposed of so the actual tonnage/yardage is known. Schedule increase is being requested due to waste classification of the stacks being unknown until January, revisions of the Abatement specs and DSHS Notification and cap re-design revision drawings unknown until February. There was also a standby period that started on March 14, 2019 and ended 4/5/2019 due to an Engineering delay.

Does Proposed Change involve a change in Contract Sum?

☒ YES

☐ NO

☒ INCREASE ☒ DECREASE

Does Proposed Change involve a change in Contract Time?

☒ YES

☐ NO

☒ INCREASE ☒ DECREASE

Contract Sum Change Amount \$ (91,402.67)

Contract Time Change Amount 85 Days

Attachments:

Original Contracted Amount \$ 4,313,876.00

New Contracted Amount: \$ 4,404,163.08

SUBMITTED BY: Brian Courtney

SIGNED BY: (Name, Title)
Company

SIGNATURE: _____

DATE: 4/11/2019

Item No.	Item With Unit Price Written in Words	Unit Measure	Unit Quantity	Unit Prices	Scheduled Value
18.	Transportation/Disposal of Hazardous Material Dollars per Ton (Quantity Change)	TON	-85.93	\$ 566.80	\$ (48,705.12)
19.	Transportation/Disposal of Class I Nonhazardous Material Dollars per Ton (Quantity Change)	TON	-130.07	\$ 78.90	\$ (10,262.52)
20.	Transportation/Disposal/Recycle of Concrete and Steel Dollars per Ton (Quantity Change)	TON	-4,493	\$ 9.75	\$ (43,806.75)
21.	Transportation/Disposal of Construction Debris Dollars per Cubic Yard (Quantity Change)	CY	-400	\$ 41.40	\$ (16,560.00)
22.	Transportation/Disposal of ACM Dollars per ton (Quantity Change)	TON	178.44	\$ 60.25	\$ 10,751.01
23.	Transportation/Disposal of Class II Nonhazardous Material Dollars per Ton (Quantity Change)	TON	-117.71	\$ 59.70	\$ (7,027.29)
24.	Transportation/Disposal/Recycle of Tires Dollars per Ton (Quantity Change)	TON	51.9	\$ 250.00	\$ 12,975.00
27.	Transportation/Disposal/Recycle of Tire Rims Dollars per Rim (New Line Item)	EACH	310	\$ 14.30	\$ 4,433.00
28.	Select Backfill Dollars per CY (New Line Item)	TON	200	\$ 34.00	\$ 6,800.00
Total Change Order Value					\$ (91,402.67)



City of Galveston

CAPITAL PROJECTS STAFF REPORT

06 May 2019

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of a proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights as part of the 27th Street Improvements Phase II from Avenue O to Seawall Boulevard project in the amount of \$119,211.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

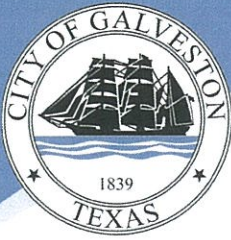
- A. The City recently completed Phase I of the 27th Street Improvements from Broadway to Avenue O, providing for a walkable streetscape, traffic calming, and improve connectivity to the various public destinations in the area.
- B. It is now desired to continue the project through Phase II, extending the improvements from Avenue O to Seawall Boulevard.
- C. The project also includes the installation of decorative lighting to increase security and provide for a greater appeal to pedestrians.

II. Current Situation

- A. The project includes the removal of eight (8) existing streetlights with the replacement of these with 45 of 45W Midtown decorative lighting fixtures on 13 ½ feet tall River Oaks poles along 27th Street from Avenue O to Seawall Boulevard.
- B. As the owner of the streetlights, CenterPoint Energy is a sole source provider for the removal and replacement of this lighting.
- C. CenterPoint has submitted a proposal for the following:

	<u>Cost</u>
Removal of the existing fixtures and poles	\$ 1,659.00
<u>Installation of new, decorative lighting</u>	<u>\$ 117,552.00</u>
Total	\$ 119,211.00





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. **Impact or ramifications:**

The project is part of the City's continued efforts to improve the infrastructure throughout Galveston.

IV. **Alternatives in order of priority**

- A. Approval of the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights on 27th Street Improvements Phase II from Avenue O to Seawall Boulevard in the amount of \$119,211.00.
- B. Do not approve the proposal.

V. **Recommendation**

- A. Approve the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights on 27th Street Improvements Phase II from Avenue O to Seawall Boulevard in the amount of \$119,211.00.
- B. Do not approve the proposal.

VI. **Fiscal Impact Report**

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: IDC Infrastructure Silo

Total Cost of Implementation \$ 119,211.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





City of Galveston
Subject: Decorative Streetlight Project
Location: 27th St – Phase II, Galveston, Tx
Galveston Service Area

March 18, 2019

Dear Mr. Blackketter,

Per your request, CenterPoint Energy has prepared an estimate of cost to remove all of the overhead street lights in the depicted area. Also, CenterPoint Energy has prepared an estimate to install new decorative lights in this area. The customer is responsible for installing all of the conduit, foundations and stub up at the terminal pole locations. All conduit must be 2" schedule 80. CenterPoint Energy agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

It is CenterPoint Energy's policy to install street lighting according to the Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations. You have, however, requested that these street lights not be installed according to these recommendations and have, in fact, indicated where you want the street lights located. By signing below, you acknowledge that you have requested a street lighting system that is of your own design and is not the design offered by CenterPoint Energy. It should also be understood that your street lighting design might not meet the recommendations of the I.E.S.N.A.

This installation consists of:

- **45, 45** Watt, **LED**, **4,800** initial lumens, **Midtown** style luminaires in black mounted to 13'6" **River Oaks metal** foundation poles serviced by **underground** conductors. The current monthly Lighting Services Rate schedule fee per lamp is **\$19.75**.
- **WO# 89753609**

The removal consists of:

- **4, 45** Watt, **LED**, **4,800** initial lumens and **1, 95** Watt, **LED**, **7,900** initial lumens, **Cobra** style luminaires mounted to wood poles serviced by **overhead** conductors.
- **WO# 89753902**

-
- **3, 45** Watt, **LED**, **4,800** initial lumens **Cobra** style pole and luminaire serviced by **underground** conductors.
 - **WO# 89753905**

Note: The initial monthly rates for new LED street lighting alternatives are set at the same monthly rates currently in place for equivalent traditional lamp street lights under the Company's tariffs. The election of new LED street lighting option will require additional costs. CenterPoint Energy may seek to recover necessary expenses associated with LED street light installation causing a monthly rate adjustment in the future.

The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

Installation WO – 89753609 - \$117,552.00
Removal WO – 89753902 (OH) - \$547.00
89753905 (UG) - \$1,112.00

The construction cost for this request is **\$119,211.00**, which is not subject to refund. This estimate is valid for 180 days from date of creation. Please send (3) three separate checks, one in the amount of \$117,552.00, \$547.00 and \$1,112.00.

Approval from the City of Galveston, Public Works Department is required prior to installation of streetlights.

The streetlights will be installed at the general locations depicted on the attached electrical facility layout. Installation of the street lights is contingent on all the street lights being installed at one time. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable boring operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid. While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved during the pre-construction walk. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Your signature or designee's signature below will be our acknowledgment of your company's acceptance to the above mentioned terms and associated charges. Also, a check for the noted amount made payable to *CenterPoint Energy*, will be our authority to proceed with the necessary work. Please send the check and the **original signed copy** of this agreement and Authorization Form to:

CenterPoint Energy
Attn: Randy Morehead
4700 S. Shaver, Bldg. I Rm# 313
Houston, TX 77034

If you have any questions, please contact me at (713) 945- 6282.

Sincerely,

Randy Morehead
Service Consultant
Street Lighting Operations
Distribution Project Management

Approved and accepted this _____ day of _____, 2019.

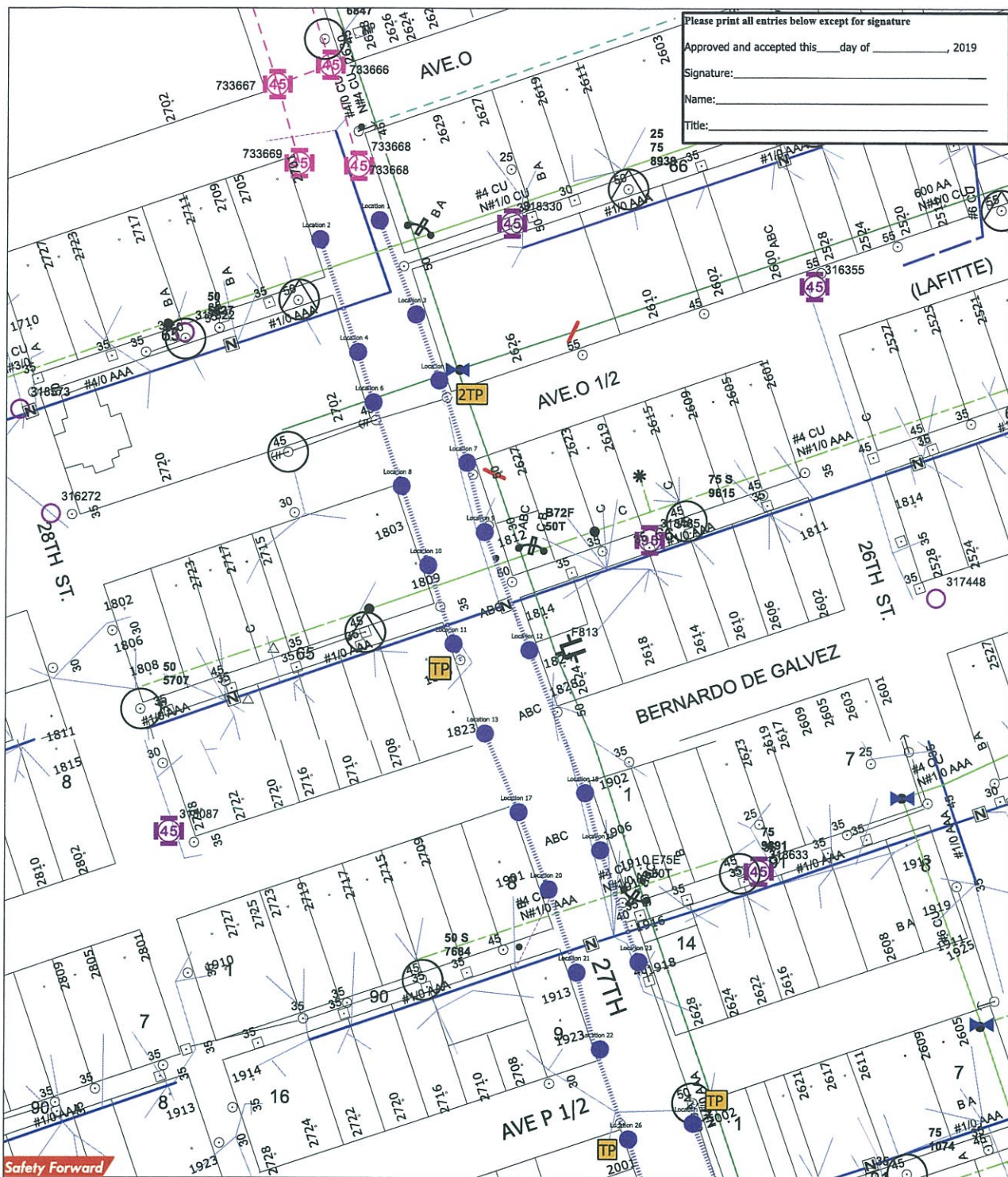
Signature _____

Printed Title _____

Printed Name _____

Mailing
Address _____

**** INSTALL WO# **89753609** / REMOVAL WOs# **89753902/89753905** ****



Please print all entries below except for signature

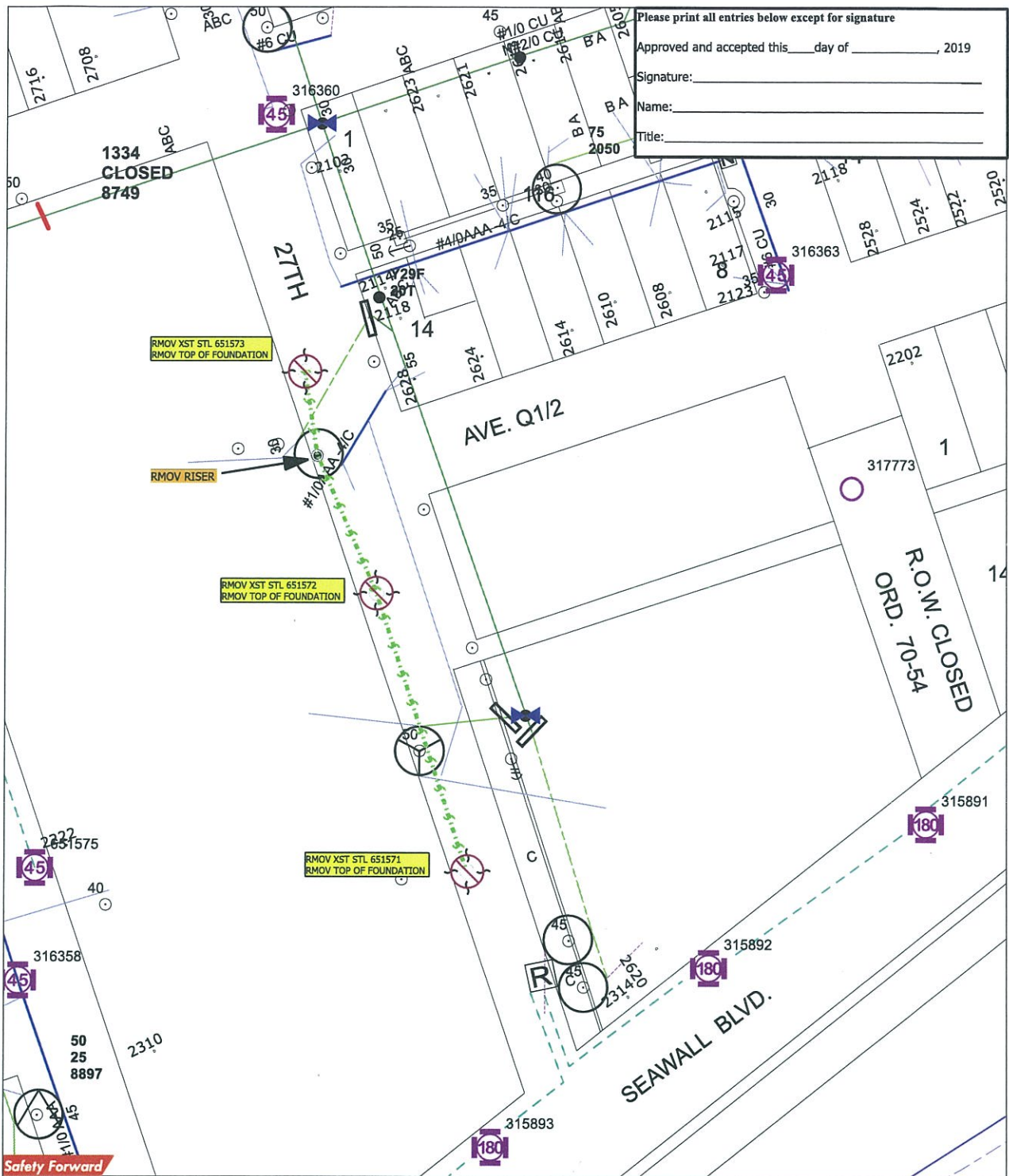
Approved and accepted this ____ day of _____, 2019

Signature: _____

Name: _____

Title: _____

LIGHTING DESIGN SERVICES - LIGHTING LEGEND																												
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.																												
NEW STREET LIGHT INSTALLATION SYMBOLS																												
SYMBOL	QUANTITY	OH	UG	SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)		SYMBOL	QUANTITY	DUAL US ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	ADDITIONAL INSTALLATION MATERIAL SYMBOLS																			
	0	0	0	100W	HPS MH		0	100W	HPS MH	<table><tr><td>TP</td><td>0</td><td>TERMINAL POLE</td><td></td><td>0</td><td>RELAY</td></tr><tr><td>X</td><td>0</td><td>PROPOSED WOOD POLE</td><td></td><td>0</td><td>PULLBOX</td></tr><tr><td></td><td>0</td><td colspan="4">12KV 35KV PROPOSED OVERHEAD TRANSFORMER</td></tr></table>	TP	0	TERMINAL POLE		0	RELAY	X	0	PROPOSED WOOD POLE		0	PULLBOX		0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER			
TP	0	TERMINAL POLE		0	RELAY																							
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	0	45	45W 95W 115W 180W LED				0	45W 95W 115W 180W LED																				
EXISTING STREET LIGHT SYMBOLS AND WATTAGES						INSTALLATION VOLTAGE: (Circle One Only) <u>120</u> 240 480																						
	70		70		100		150		175		250		400															
STREET LIGHT PLACEMENT DETAIL						Street Light Notes				<table><tr><td>W.O.#: 89753609</td><td>TYPE: HLC1</td></tr><tr><td>LAMBERT #: 6838</td><td>KEY MAP: 774V</td></tr><tr><td colspan="2">WO BY: RANDY MOREHEAD</td></tr><tr><td>PHONE: 713-945-6282</td><td>CELL:</td></tr><tr><td colspan="2">Service Center: GAL</td></tr><tr><td>DATE: 4/9/2019</td><td>SCALE: 1"= 93</td></tr></table>		W.O.#: 89753609	TYPE: HLC1	LAMBERT #: 6838	KEY MAP: 774V	WO BY: RANDY MOREHEAD		PHONE: 713-945-6282	CELL:	Service Center: GAL		DATE: 4/9/2019	SCALE: 1"= 93					
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STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON POINT SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.						-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department. -Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street. -The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting. -Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.																						



Please print all entries below except for signature

Approved and accepted this ____ day of _____, 2019

Signature: _____

Name: _____

Title: _____

LIGHTING DESIGN SERVICES - LIGHTING LEGEND																	
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.																	
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	OH	UG															
	0	0	100W	HPS	MH		0	100W	HPS	MH	TP	0	TERMINAL POLE		0	RELAY	
	0	0	150W	HPS	MH		0	150W	HPS	MH		X	0	PROPOSED WOOD POLE		0	PULLBOX
	0	0	175W	HPS	MH		0	175W	HPS	MH				0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER		
	0	0	250W	HPS	MH		0	250W	HPS	MH		UNDERGROUND CONDUCTOR (Check One) Direct Embedded Wire ☒ Conduit and Wire ☐ OVERHEAD CONDUCTOR ☐ #4 2/C TWIST (UNLESS OTHERWISE NOTED)					
	0	0	400W	HPS	MH		0	400W	HPS	MH							
	0	0	45W	95W	115W	180W	LED	3	45W	95W	115W						
EXISTING STREET LIGHT SYMBOLS AND WATTAGES						INSTALLATION VOLTAGE: (Circle One Only) 120 240 480											
	70		70		100		150		175		250		400				
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													LAMBERT #: 6838		KEY MAP: 774V		
													WO BY: RANDY MOREHEAD				
													PHONE: 713-945-6282		CELL:		
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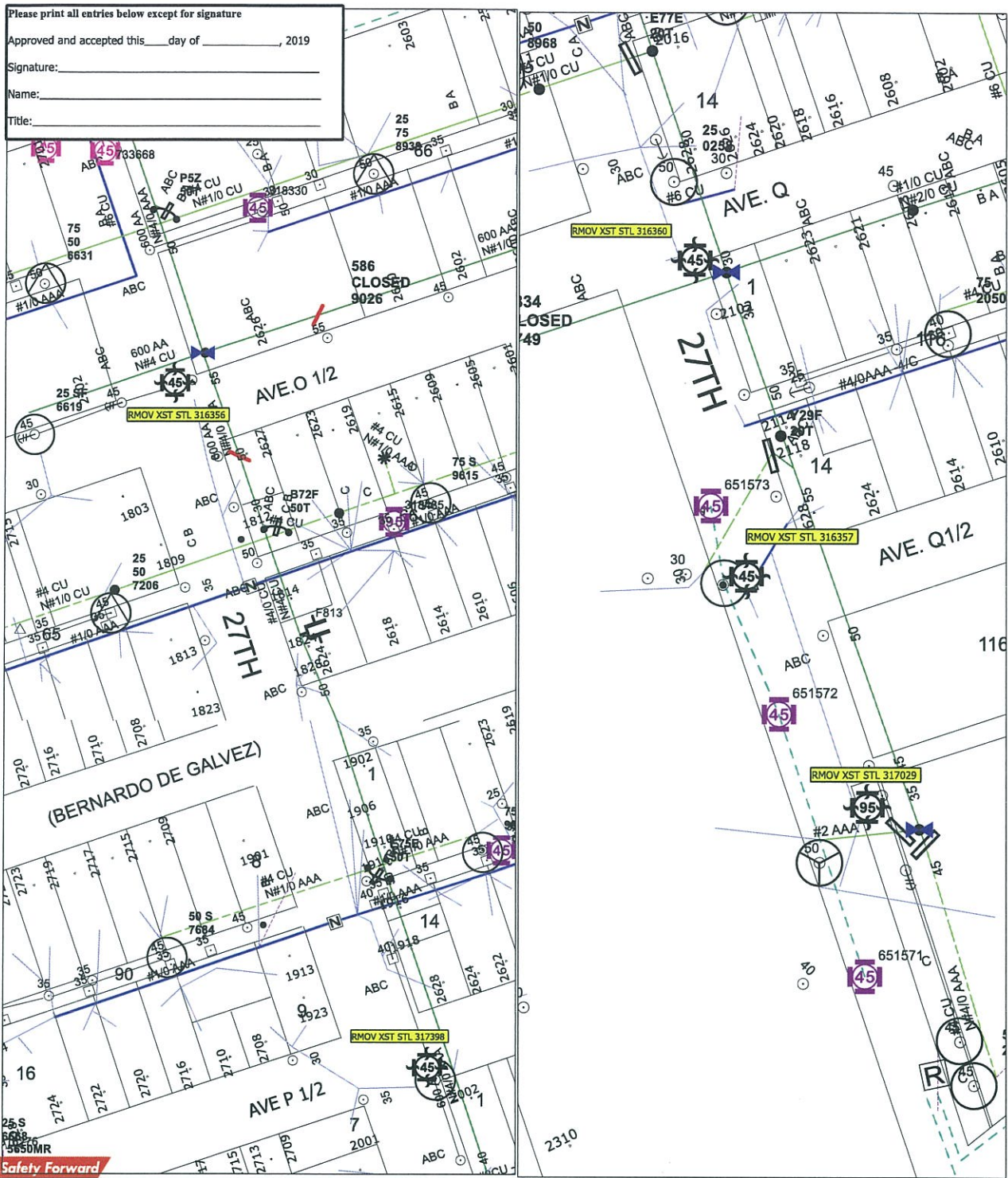
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Signature: _____

Name: _____

Title: _____



LIGHTING DESIGN SERVICES - LIGHTING LEGEND									
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	0	100W	HPS MH		0	150W	HPS MH	TP 0	TERMINAL POLE
	0	175W	HPS MH		0	250W	HPS MH	X 0	PROPOSED WOOD POLE
	0	400W	HPS MH		0	45W	LED		12KV 35KV PROPOSED OVERHEAD TRANSFORMER
	0	95W	LED		0	115W	LED	UNDERGROUND CONDUCTOR (Check One)	
	0	180W	LED		0	240	LED	0 (FEET)	Direct Embedded Wire
	0	400	LED					X	Conduit and Wire
EXISTING STREET LIGHT SYMBOLS AND WATTAGES				INSTALLATION VOLTAGE: (Circle One Only) 120 240 480				---	OVERHEAD CONDUCTOR
	70		100		150		175	---	#4 2/C TWIST (UNLESS OTHERWISE NOTED)
STREET LIGHT PLACEMENT DETAIL				Street Light Notes				NORTH	
STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES. UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.				-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department. -Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street. -The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting. -Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.				W.O.#: 89753902 TYPE: HLC3 LAMBERT #: 6838 KEY MAP: 774V WO BY: RANDY MOREHEAD PHONE: 713-945-6282 CELL: Service Center: GAL DATE: 4/9/2019 SCALE: 1"= 94	



City of Galveston

CAPITAL PROJECTS STAFF REPORT

06 May 2019

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of a proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights as part of the 45th Street Improvements from Broadway to Seawall Boulevard project in the amount of \$294,057.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and reconstruction of 45th Street was included in the City of Galveston Capital Improvement Plan.
- B. This project includes rebuilding the roadway, installing larger inlets and lateral storm sewer system components to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks and ADA ramps, bicycle and parking lanes.
- C. On 25 May 2017, the City Council approved Arceneaux, Wilson, and Cole, LLC. to perform engineering design for the 45th Street Improvements from Broadway to Seawall Boulevard project.

II. Current Situation

- A. The project includes the removal of 23 existing streetlights with the replacement of these with 107 of 115W Midtown decorative lighting fixtures on 19 feet tall Traditionaire poles along 45th Street from Broadway to Seawall Boulevard.
- B. As the owner of the streetlights, CenterPoint Energy is a sole source provider for the removal and replacement of this lighting.
- C. CenterPoint has submitted a proposal for the following:

	<u>Cost</u>
Removal of the existing fixtures and poles	\$ 2,457.00
<u>Installation of new, decorative lighting</u>	<u>\$ 291,600.00</u>
Total	\$ 294,057.00





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. **Impact or ramifications:**

The project is part of the City's continued efforts to improve the infrastructure throughout Galveston.

IV. **Alternatives in order of priority**

- A. Approval of the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights on 45th Street from Broadway to Seawall Boulevard in the amount of \$294,057.00.
- B. Do not approve the proposal.

V. **Recommendation**

- A. Approve the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights on 45th Street from Broadway to Seawall Boulevard in the amount of \$294,057.00.
- B. Do not approve the proposal.

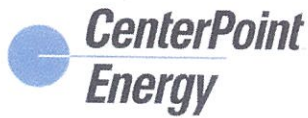
VI. **Fiscal Impact Report**

Requested by:	Ross E. Blackketter, P.E. Director of Capital Projects
Funding Source:	2017 General Obligation Bonds
Total Cost of Implementation	\$ 294,057.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





City of Galveston
Subject: Decorative Streetlight Project
Location: 45th St, Galveston, Tx
Galveston Service Area

March 18, 2019

Dear Mr. Blackketter,

Per your request, CenterPoint Energy has prepared an estimate of cost to remove all of the overhead street lights in the depicted area. Also, CenterPoint Energy has prepared an estimate to install new decorative lights in this area. The customer is responsible for installing all of the conduit, foundations and stub up at the terminal pole locations. All conduit must be 2" schedule 80. CenterPoint Energy agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

It is CenterPoint Energy's policy to install street lighting according to the Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations. You have, however, requested that these street lights not be installed according to these recommendations and have, in fact, indicated where you want the street lights located. By signing below, you acknowledge that you have requested a street lighting system that is of your own design and is not the design offered by CenterPoint Energy. It should also be understood that your street lighting design might not meet the recommendations of the I.E.S.N.A.

This installation consists of:

- **107, 115 Watt, LED, 10,850 initial lumens, Midtown style luminaires in black mounted to 19' Traditionaire metal foundation poles serviced by underground conductors. The current monthly Lighting Services Rate schedule fee per lamp is \$19.75.**
- **WO# 89233712**

The removal consists of:

- **19, 45 Watt, LED, 4,800 initial lumens and 4, 115 Watt, LED, 10,850 initial lumens, Cobra style luminaires mounted to wood poles serviced by overhead conductors.**
- **WO# 89349022**

Note: The initial monthly rates for new LED street lighting alternatives are set at the same monthly rates currently in place for equivalent traditional lamp street lights under the Company's tariffs. The election of new LED street lighting option will require additional costs. CenterPoint Energy may seek to recover necessary expenses associated with LED street light installation causing a monthly rate adjustment in the future.

The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

Installation WO – 89233712 - \$291,600.00

Removal WO – 89349022 - \$2,457.00

The construction cost for this request is **\$294,057.00**, which is not subject to refund. This estimate is valid for 180 days from date of creation. Please send (2) two separate checks, one in the amount of \$291,600.00 and the second \$2,457.00.

Approval from the City of Galveston, Public Works Department is required prior to installation of streetlights.

The streetlights will be installed at the general locations depicted on the attached electrical facility layout. Installation of the street lights is contingent on all the street lights being installed at one time. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable boring operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid. While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved during the pre-construction walk. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Your signature or designee's signature below will be our acknowledgment of your company's acceptance to the above mentioned terms and associated charges. Also, a check for the noted amount made payable to *CenterPoint Energy*, will be our authority to proceed with the necessary work. Please send the check and the **original signed copy** of this agreement and Authorization Form to:

CenterPoint Energy
Attn: Randy Morehead
4700 S. Shaver, Bldg. I Rm# 313
Houston, TX 77034

If you have any questions, please contact me at (713) 945- 6282.

Sincerely,

Randy Morehead
Service Consultant
Street Lighting Operations
Distribution Project Management

Approved and accepted this _____ day of _____, 2019.

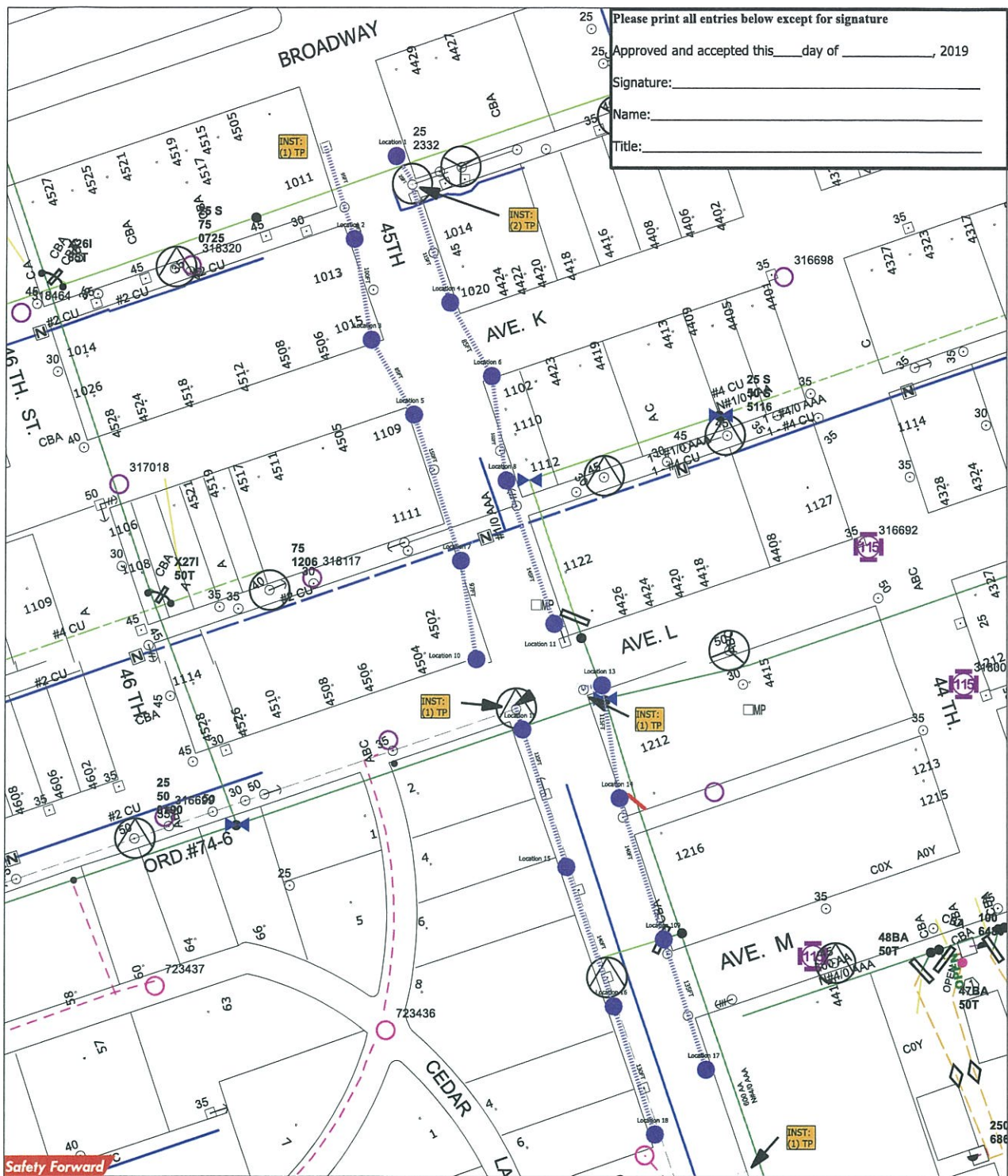
Signature _____

Printed Title _____

Printed Name _____

Mailing
Address _____

***** INSTALL WO# **89233712** / REMOVAL WO# **89349022** *****



Please print all entries below except for signature

25. Approved and accepted this _____ day of _____, 2019

Signature: _____

Name: _____

Title: _____

LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS						ADDITIONAL INSTALLATION MATERIAL SYMBOLS					
SYMBOL	QUANTITY	OH	UG	SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	TP	TERMINAL POLE	R	RELAY
	0	0		100W HPS MH		0	150W HPS MH	X	PROPOSED WOOD POLE		PULLBOX
	0	0		150W HPS MH		0	250W HPS MH		12KV 35KV PROPOSED OVERHEAD TRANSFORMER		
	0	0		175W HPS MH		0	400W HPS MH		11,505' (FEET)		UNDERGROUND CONDUCTOR (Check One)
	0	0		250W HPS MH		0	45W 95W 115W 180W LED		157.99' (FEET)		Direct Embedded Wire ☒ Conduit and Wire
	0	0		400W HPS MH							OVERHEAD CONDUCTOR #4 2/C TWIST (UNLESS OTHERWISE NOTED)
	0	107		45W 95W 115W 180W LED							

EXISTING STREET LIGHT SYMBOLS AND WATTAGES
 70 100 150 175 250 400

INSTALLATION VOLTAGE: (Circle One Only) ☒ 120 240 480

STREET LIGHT PLACEMENT DETAIL

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE.

AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.

Street Light Notes

- All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
- Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.
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WO #: 89233712	TYPE: HLC1
LAMBERT #: 6738B4	KEY MAP: 774U
WO BY: RANDY MOREHEAD	
PHONE: 713-945-6282	CELL:
Service Center: GAL	
DATE: 2/27/2019	SCALE: 1"= 93'



Please print all entries below except for signature

Approved and accepted this _____ day of _____, 2019

Signature: _____

Name: _____

Title: _____

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS

SYMBOL	QUANTITY	OH	UG	SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)
	0	0	0	100W HPS MH		0	100W HPS MH
	0	0	0	150W HPS MH		0	150W HPS MH
	0	0	0	175W HPS MH		0	175W HPS MH
	0	0	0	250W HPS MH		0	250W HPS MH
	0	0	0	400W HPS MH		0	400W HPS MH
	0	107	0	45W 95W 115W 180W LED		0	45W 95W 115W 180W LED

EXISTING STREET LIGHT SYMBOLS AND WATTAGES

70 100 150 175 250 400

INSTALLATION VOLTAGE: (Circle One Only) 120 240 480

STREET LIGHT PLACEMENT DETAIL

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H.DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE.

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ADDITIONAL INSTALLATION MATERIAL SYMBOLS

TP	0	TERMINAL POLE	0	RELAY
X	0	PROPOSED WOOD POLE	0	PULLBOX
	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER		
	11,505' (FEET)	UNDERGROUND CONDUCTOR (Check One)		
		Direct Embedded Wire	☒	
	157.99' (FEET)	OVERHEAD CONDUCTOR		
		#4 2/C TWIST (UNLESS OTHERWISE NOTED)		

Street Light Notes

- All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
- Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.
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Service Center: GAL

DATE: 2/27/2019

SCALE: 1"= 103'

WO #: 89233712 **TYPE:** HLC1

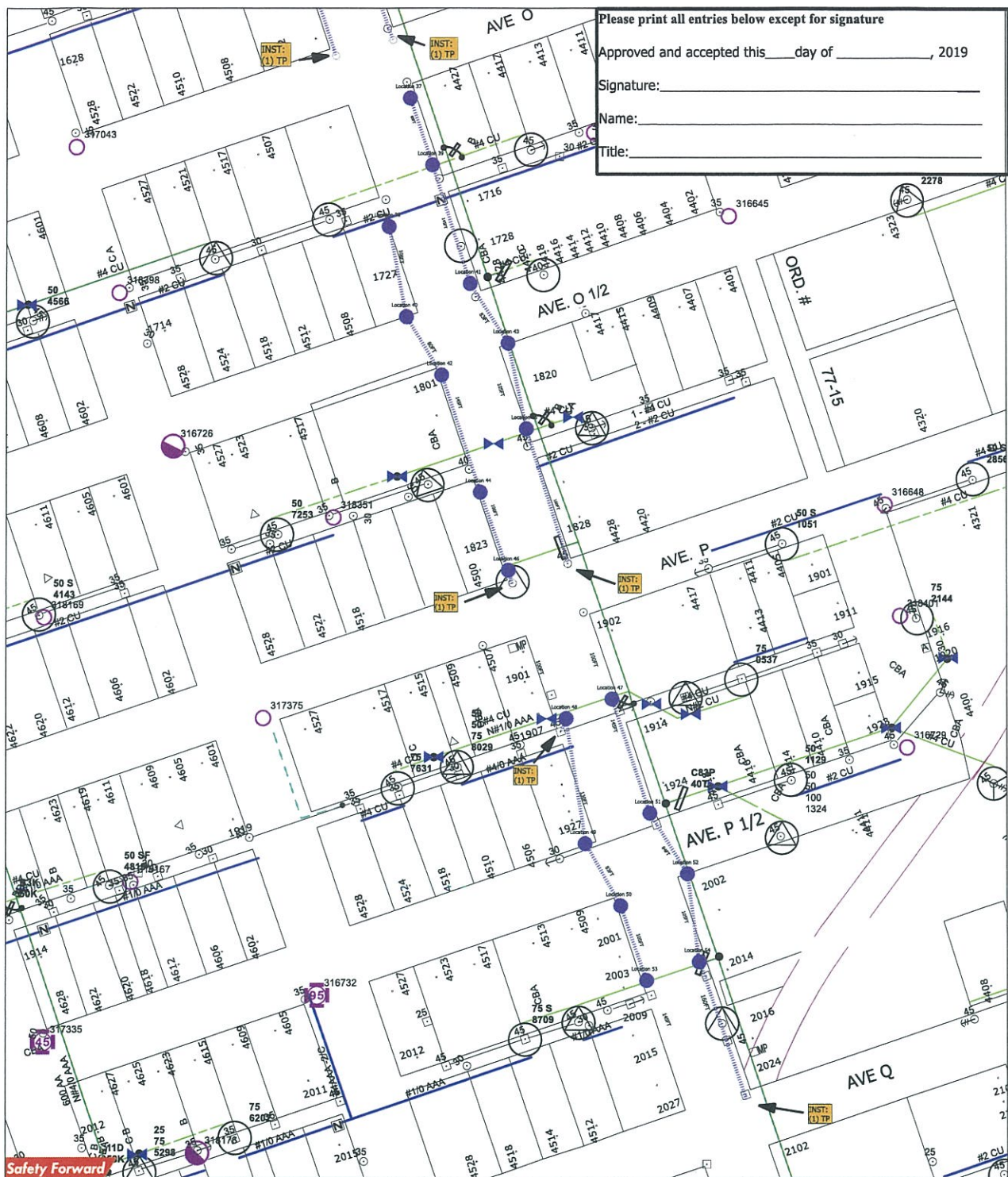
LAMBERT #: 673884 **KEY MAP:** 774U

WO BY: RANDY MOREHEAD

PHONE: 713-945-6282 **CELL:**

Service Center: GAL





Please print all entries below except for signature

Approved and accepted this _____ day of _____, 2019

Signature: _____

Name: _____

Title: _____

LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS				ADDITIONAL INSTALLATION MATERIAL SYMBOLS			
SYMBOL	QUANTITY	OH	UG	SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	
	0	0	0		0	100W HPS MH	TP 0 TERMINAL POLE
	0	0	0		0	150W HPS MH	X 0 PROPOSED WOOD POLE
	0	0	0		0	175W HPS MH	0 12KV 35KV PROPOSED OVERHEAD TRANSFORMER
	0	0	0		0	250W HPS MH	
	0	0	0		0	400W HPS MH	
	0	107	45W 95W 115W 180W LED		0	45W 95W 115W 180W LED	

EXISTING STREET LIGHT SYMBOLS AND WATTAGES

70 70 100 150 175 250 400

INSTALLATION VOLTAGE: (Circle One Only) 120 240 480

STREET LIGHT PLACEMENT DETAIL

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H.DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.

Street Light Notes

- All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
- Dedicated street lighting easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.
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ADDITIONAL INSTALLATION MATERIAL SYMBOLS

11,505' (FEET) UNDERGROUND CONDUCTOR (Check One)
 Direct Embedded Wire ☒
 Conduit and Wire ☐
 157.99' (FEET) OVERHEAD CONDUCTOR
 #4 2/C TWIST (UNLESS OTHERWISE NOTED)

NORTH

W.O.#: 89233712	TYPE: HLC1
LAMBERT #: 673884	KEY MAP: 774U
WO BY: RANDY MOREHEAD	
PHONE: 713-945-6282	CELL: _____
Service Center: GAL	
DATE: 2/27/2019	SCALE: 1"= 113'



Please print all entries below except for signature

Approved and accepted this _____ day of _____, 2019

Signature: _____

Name: _____

Title: _____

LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS						ADDITIONAL INSTALLATION MATERIAL SYMBOLS							
SYMBOL	QUANTITY	OH	UG	SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	TP	0	TERMINAL POLE	R	0	RELAY
	0	0	0	100W HPS MH		0	150W HPS MH	X	0	PROPOSED WOOD POLE		0	PULLBOX
	0	0	0	175W HPS MH		0	250W HPS MH		0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER			
	0	0	0	400W HPS MH		0	45W 95W 115W 180W LED		11,505' (FEET)	UNDERGROUND CONDUCTOR (Check One)			
	0	107	0	45W 95W 115W 180W LED		157.99' (FEET)	OVERHEAD CONDUCTOR						
EXISTING STREET LIGHT SYMBOLS AND WATTAGES						INSTALLATION VOLTAGE: (Circle One Only) 120 240 480							
	70		100		150		175		250				

STREET LIGHT PLACEMENT DETAIL

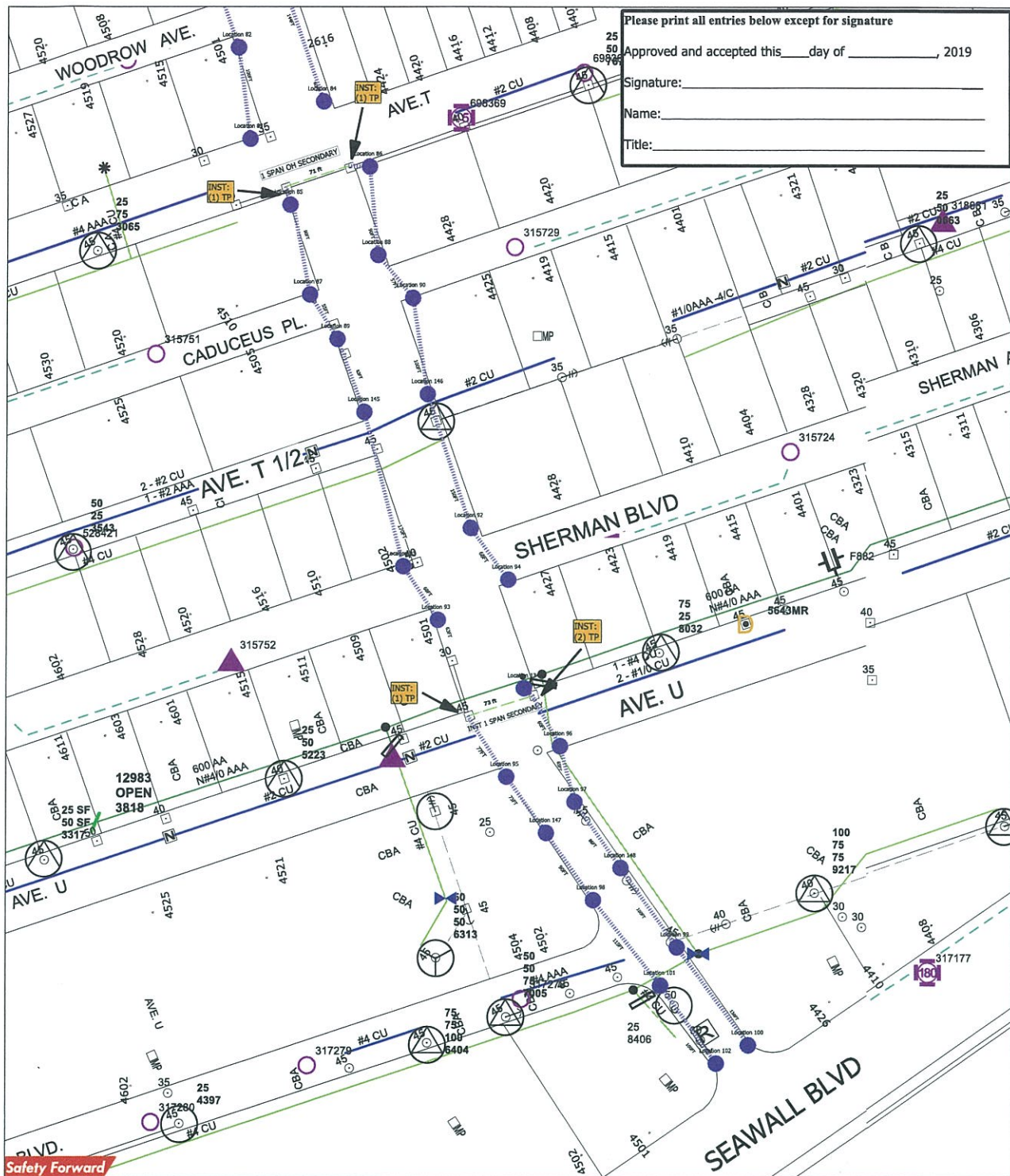
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Street Light Notes

- All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
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W.O.#: 89233712 TYPE: HLC1
 LAMBERT #: 673884 KEY MAP: 774U
 WO BY: RANDY MOREHEAD
 PHONE: 713-945-6282 CELL: _____
 Service Center: GAL
 DATE: 2/27/2019 SCALE: 1"= 94'



Please print all entries below except for signature

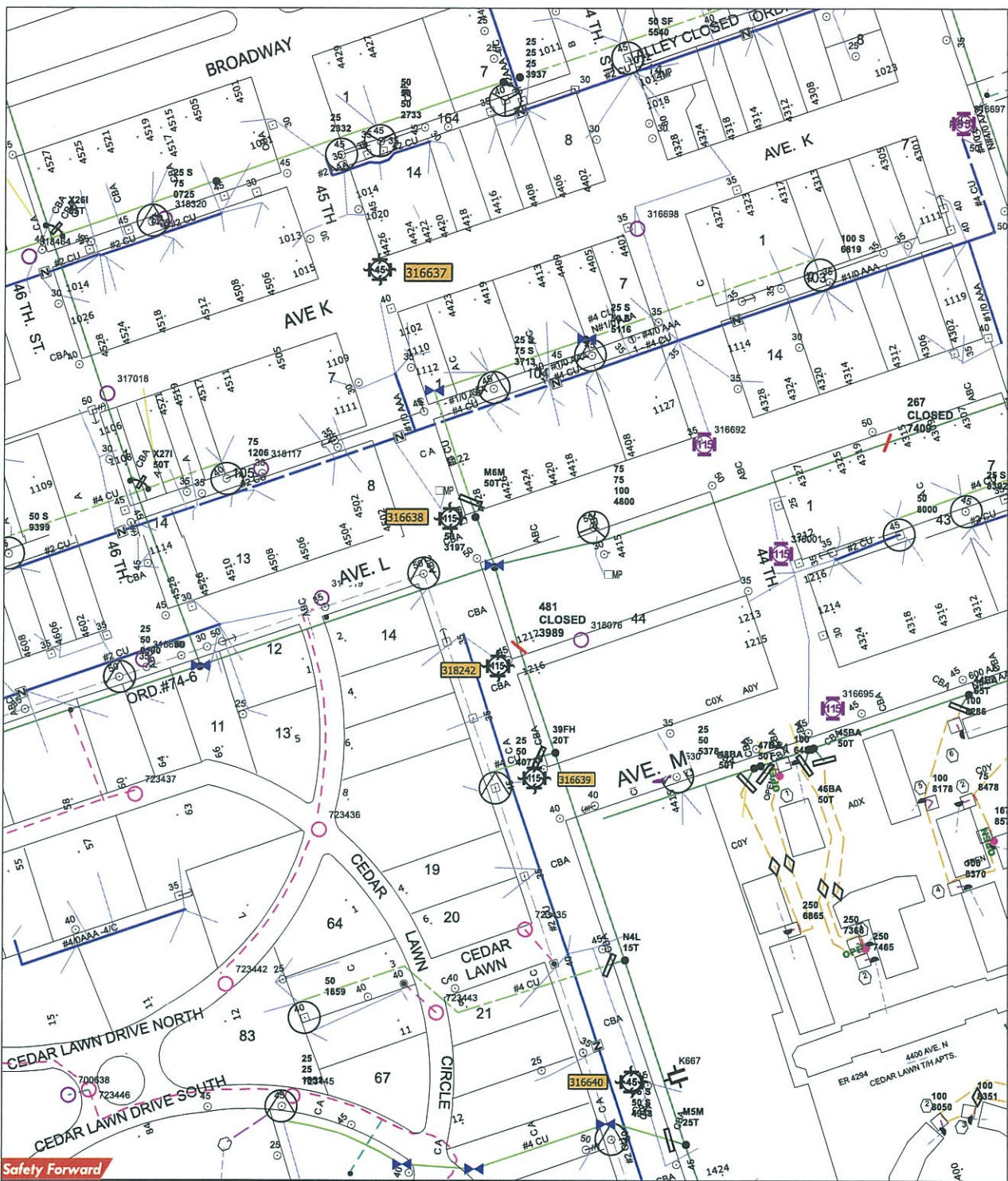
Approved and accepted this _____ day of _____, 2019

Signature: _____

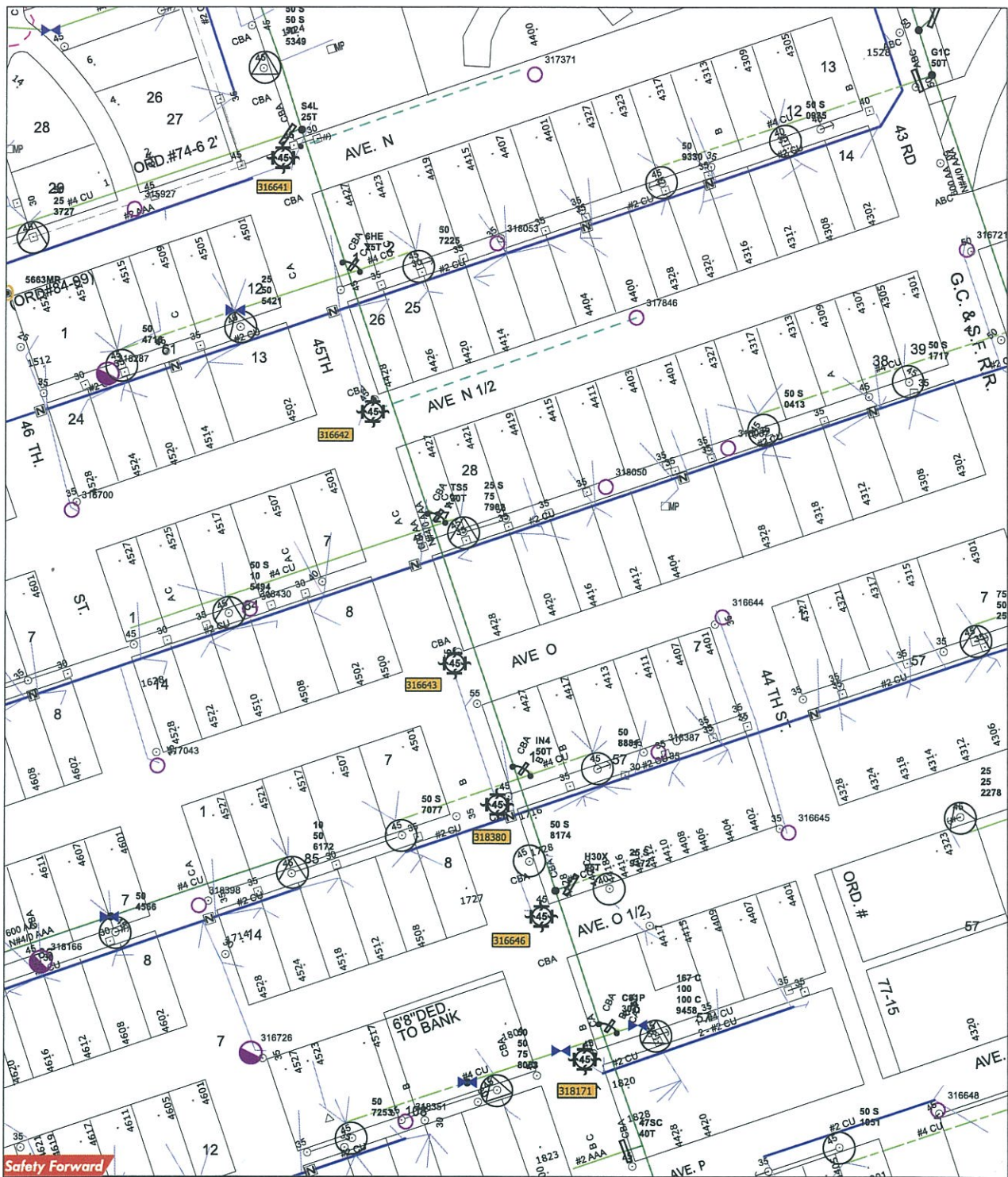
Name: _____

Title: _____

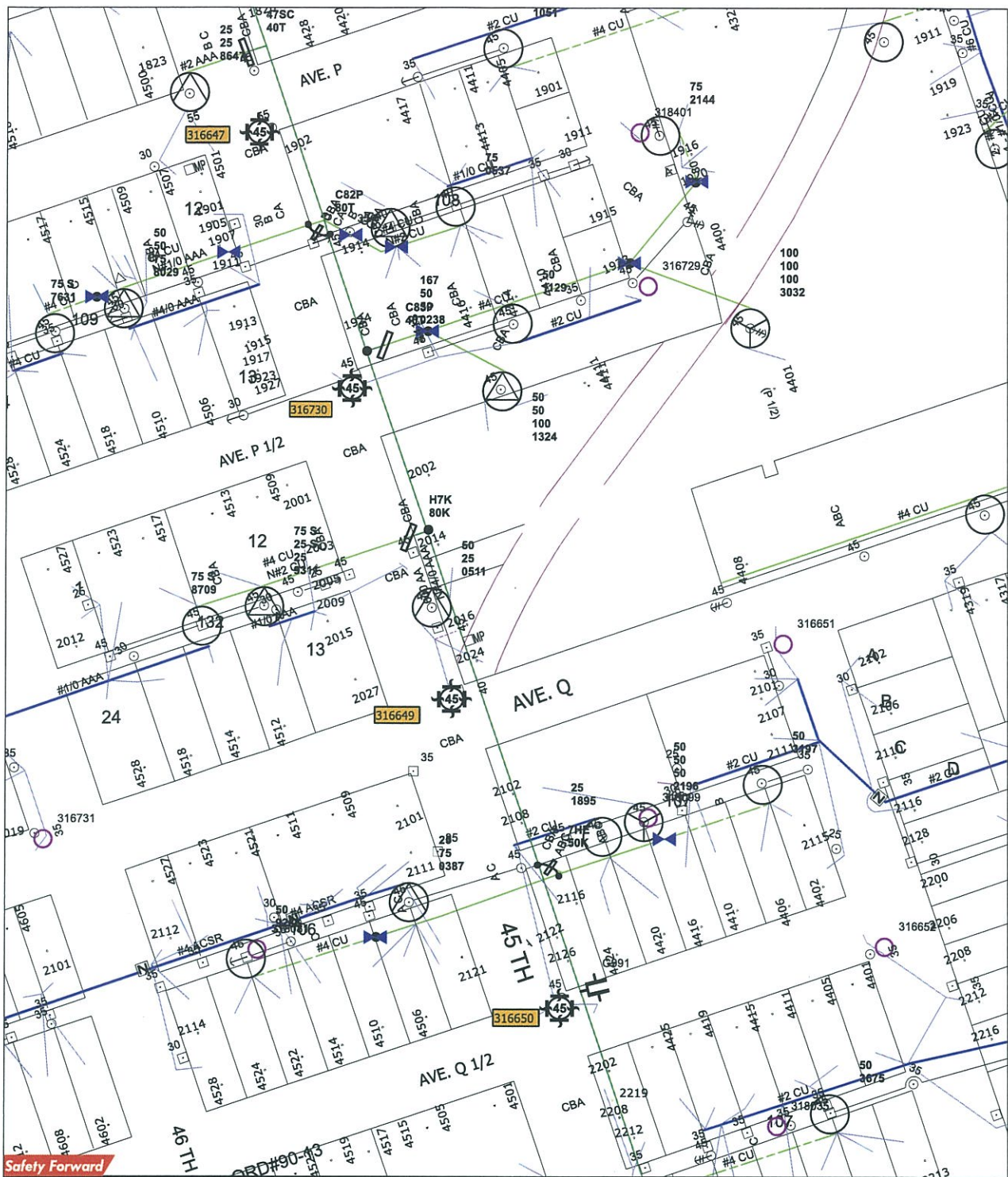
LIGHTING DESIGN SERVICES - LIGHTING LEGEND													
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.													
NEW STREET LIGHT INSTALLATION SYMBOLS													
SYMBOL	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)			SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)					
	0	0	100W	HPS	MH		0	100W	HPS	MH			
	0	0	150W	HPS	MH		0	150W	HPS	MH			
	0	0	175W	HPS	MH		0	175W	HPS	MH			
	0	0	250W	HPS	MH		0	250W	HPS	MH			
	0	0	400W	HPS	MH		0	400W	HPS	MH			
	0	107	45W	95W	115W	180W	LED	45W	95W	115W	180W	LED	
EXISTING STREET LIGHT SYMBOLS AND WATTAGES													
	70		70		100		150		175		250		400
INSTALLATION VOLTAGE: (Circle One Only) 120 240 480													
STREET LIGHT PLACEMENT DETAIL													
STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.													
Street Light Notes													
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ADDITIONAL INSTALLATION MATERIAL SYMBOLS													
TP	0	TERMINAL POLE			0	RELAY							
X	0	PROPOSED WOOD POLE			0	PULLBOX							
	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER											
		11,505' (FEET)		UNDERGROUND CONDUCTOR (Check One)									
				Direct Embedded Wire		☒							
				Conduit and Wire		☐							
		157.99' (FEET)		OVERHEAD CONDUCTOR									
				#4 2/C TWIST (UNLESS OTHERWISE NOTED)									
NORTH W.O.#: 89233712TYPE: HLC1 LAMBERT #: 673884KEY MAP: 774U WO BY: RANDY MOREHEAD PHONE: 713-945-6282CELL: Service Center: GAL DATE: 2/26/2019SCALE: 1"= 103'													



LIGHTING DESIGN SERVICES - LIGHTING LEGEND																	
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.																	
NEW STREET LIGHT INSTALLATION SYMBOLS																	
SYMBOL	QUANTITY	SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)				SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)		ADDITIONAL INSTALLATION MATERIAL SYMBOLS							
	0	0	100W	HPS	MH		0	0	100W	HPS	MH	TP	0	TERMINAL POLE		0	RELAY
	0	0	150W	HPS	MH		0	0	150W	HPS	MH	X	0	PROPOSED WOOD POLE		0	PULLBOX
	0	0	175W	HPS	MH		0	0	175W	HPS	MH		0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER			
	0	0	250W	HPS	MH		0	0	250W	HPS	MH	UNDERGROUND CONDUCTOR (Check One) Direct Embedded Wire Conduit and Wire OVERHEAD CONDUCTOR #4 2/C TWIST (UNLESS OTHERWISE NOTED)					
	0	0	400W	HPS	MH		0	0	400W	HPS	MH						
	0	0	45W	95W	115W	180W	LED		0	0	45W	95W	115W	180W	LED		
EXISTING STREET LIGHT SYMBOLS AND WATTAGES						INSTALLATION VOLTAGE: (Circle One Only)											
	70		70		100		150		175		250		400				
STREET LIGHT PLACEMENT DETAIL						Street Light Notes						W.O.#: 89349022 TYPE: HLC3 LAMBERT #: 6738 KEY MAP: 774U WO BY: RANDY MOREHEAD PHONE: 713-945-6282 CELL: Service Center: GAL DATE: 3-6-2019 SCALE: 1"= 117'					
STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H.DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.						-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department. -Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street. -The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting. -Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.											



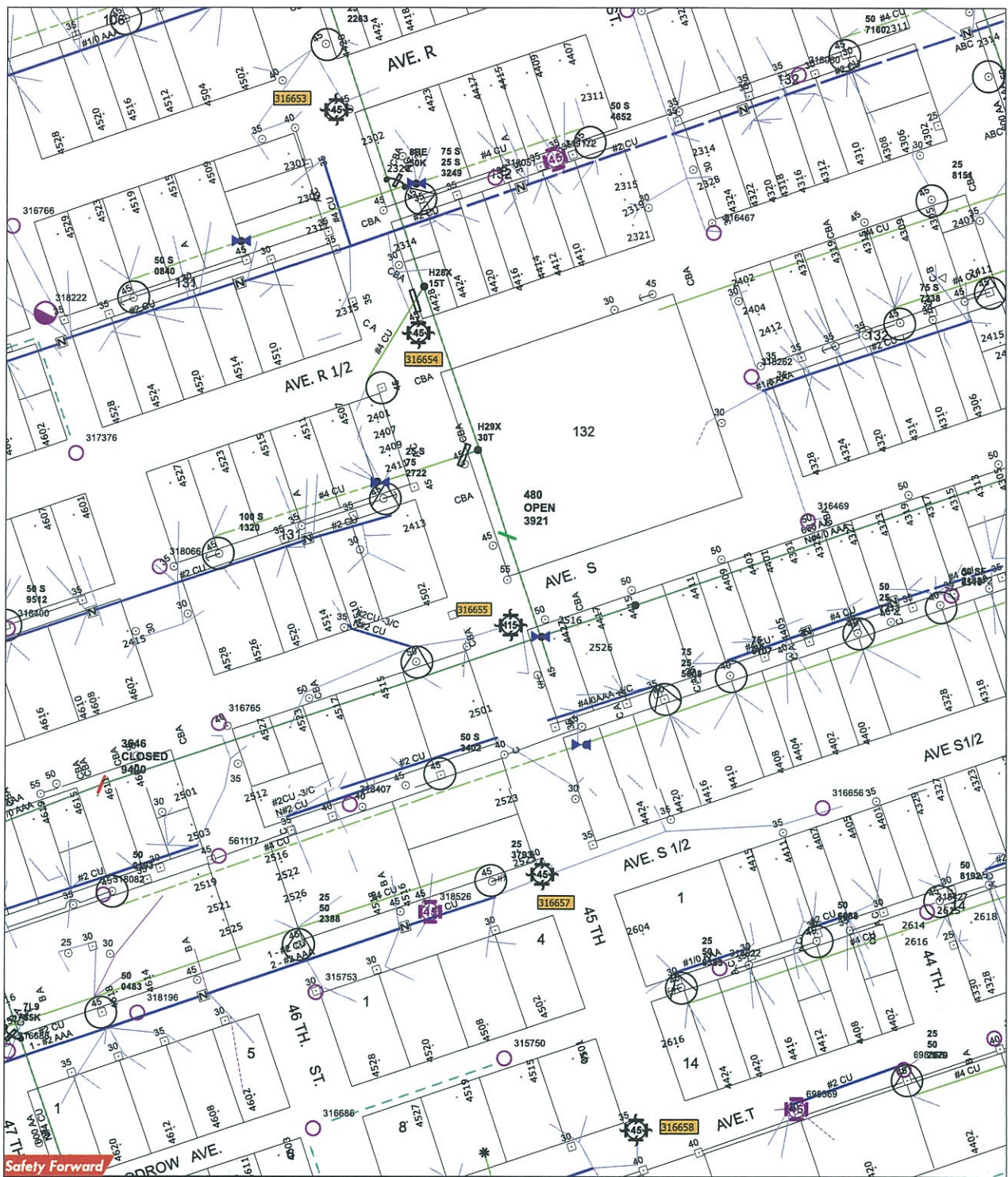
LIGHTING DESIGN SERVICES - LIGHTING LEGEND									
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.									
NEW STREET LIGHT INSTALLATION SYMBOLS									
SYMBOL	QUANTITY	OH	UG	SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)	SYMBOL	QUANTITY	OH	UG	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)
	0	0	0	100W HPS MH		0	0	0	100W HPS MH
	0	0	0	150W HPS MH		0	0	0	150W HPS MH
	0	0	0	175W HPS MH		0	0	0	175W HPS MH
	0	0	0	250W HPS MH		0	0	0	250W HPS MH
	0	0	0	400W HPS MH		0	0	0	400W HPS MH
	0	0	0	45W 95W 115W 180W LED		0	0	0	45W 95W 115W 180W LED
EXISTING STREET LIGHT SYMBOLS AND WATTAGES					INSTALLATION VOLTAGE: (Circle One Only) 120 240 480				
	70		70		100		150		175
	250		400		120		240		480
STREET LIGHT PLACEMENT DETAIL					Street Light Notes				
STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.					-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department. -Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street. -The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting. -Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.				
					UNDERGROUND CONDUCTOR (Check One) Direct Embedded Wire ☒ Conduit and Wire ☐ OVERHEAD CONDUCTOR ☐ #4 2/C TWIST (UNLESS OTHERWISE NOTED)				
					TP 0 TERMINAL POLE ☒ 0 RELAY X 0 PROPOSED WOOD POLE ☒ 0 PULLBOX 0 12KV 35KV PROPOSED OVERHEAD TRANSFORMER				
					0 (FEET) UNDERGROUND CONDUCTOR (Check One) 0 (FEET) OVERHEAD CONDUCTOR				
					NORTH W.O.#: 89349022 TYPE: HLC3 LAMBERT #: 6738 KEY MAP: 774U WO BY: RANDY MOREHEAD PHONE: 713-945-6282 CELL: Service Center: GAL DATE: 3-6-2019 SCALE: 1"= 117'				



LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS					ADDITIONAL INSTALLATION MATERIAL SYMBOLS								
SYMBOL	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)			SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)					
	OH	UG											
	0	0	100W	HPS	MH		0	100W	HPS	MH			
	0	0	150W	HPS	MH		0	150W	HPS	MH			
	0	0	175W	HPS	MH		0	175W	HPS	MH			
	0	0	250W	HPS	MH		0	250W	HPS	MH			
	0	0	400W	HPS	MH		0	400W	HPS	MH			
	0	0	45W 95W 115W 180W	LED			0	45W 95W 115W 180W	LED				
EXISTING STREET LIGHT SYMBOLS AND WATTAGES						INSTALLATION VOLTAGE: (Circle One Only) 120 240 480							
	70		70		100		150		175		250		400
TERMINAL POLE													
PROPOSED WOOD POLE													
12KV 35KV PROPOSED OVERHEAD TRANSFORMER													
UNDERGROUND CONDUCTOR (Check One)													
Direct Embedded Wire													
Conduit and Wire													
OVERHEAD CONDUCTOR													
#4 2/C TWIST (UNLESS OTHERWISE NOTED)													



LIGHTING DESIGN SERVICES - LIGHTING LEGEND
 IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS				DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)				ADDITIONAL INSTALLATION MATERIAL SYMBOLS			
SYMBOL	QUANTITY	OH	UG	SYMBOL	QUANTITY	OH	UG	SYMBOL	QUANTITY	OH	UG
	0	0	0		0	0	0		0	0	0
	0	0	0		0	0	0		0	0	0
	0	0	0		0	0	0		0	0	0
	0	0	0		0	0	0	UNDERGROUND CONDUCTOR (Check One) ☐ Direct Embedded Wire ☐ Conduit and Wire			
	0	0	0		0	0	0				
	0	0	0		0	0	0	OVERHEAD CONDUCTOR ☐ #4 2/C TWIST (UNLESS OTHERWISE NOTED)			
	0	0	0		0	0	0				

EXISTING STREET LIGHT SYMBOLS AND WATTAGES

70 70 100 150 175 250 400

INSTALLATION VOLTAGE: (Circle One Only) 120 240 480

STREET LIGHT PLACEMENT DETAIL

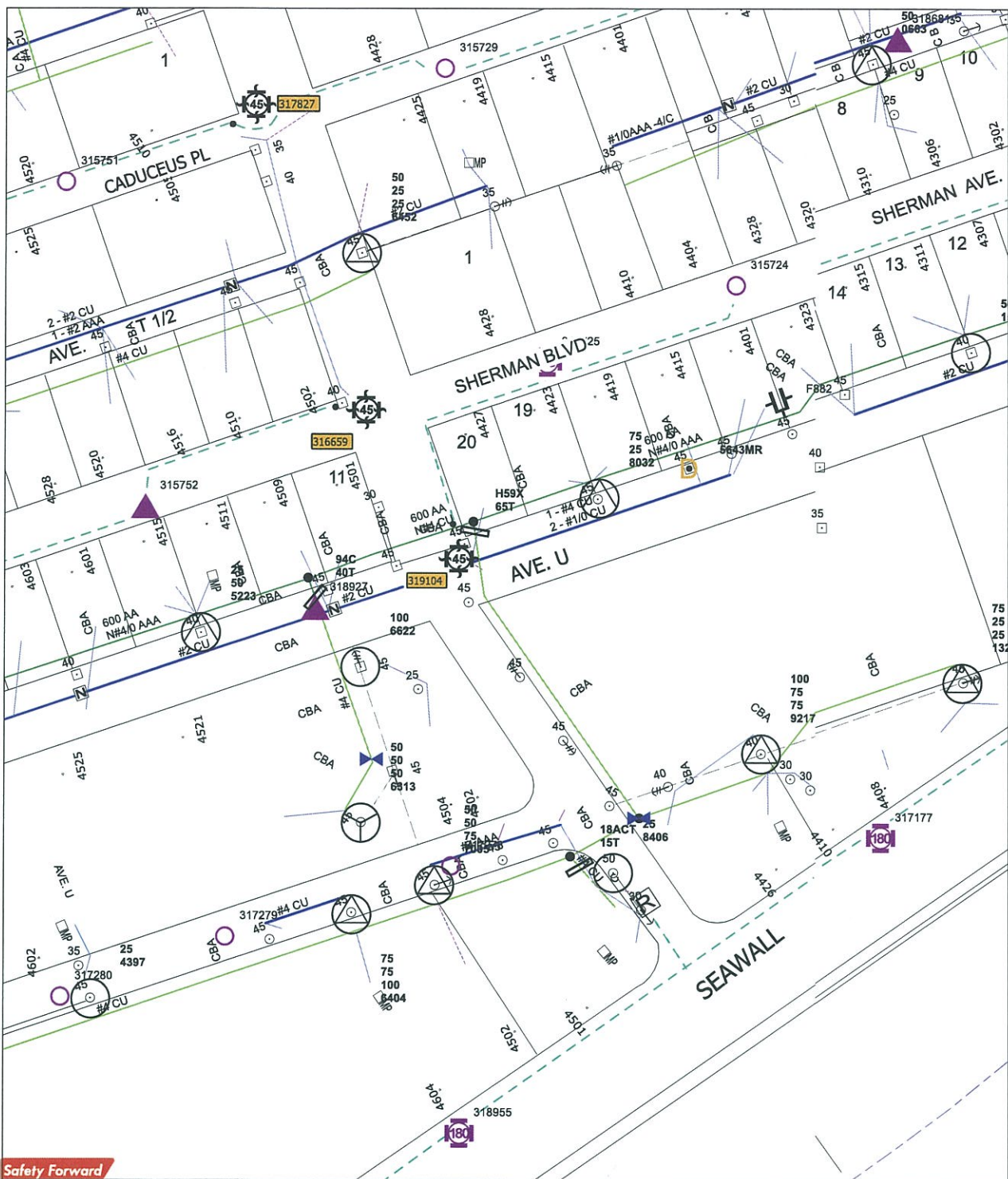
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Street Light Notes

- All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
- Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.
- The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.
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NORTH

W.O.#: 89349022 TYPE: HLC3
 LAMBERT #. 6738 KEY MAP: 774U
 WO BY: RANDY MOREHEAD
 PHONE: 713-945-6282 CELL:
 Service Center: GAL
 DATE: 3-6-2019 SCALE: 1"= 117'

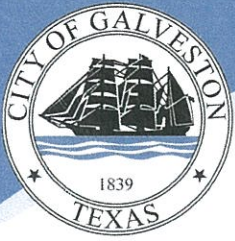


Safety Forward

LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS											ADDITIONAL INSTALLATION MATERIAL SYMBOLS					
SYMBOL	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)			SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)								
	0	0	100W	HPS	MH		0	100W	HPS	MH	TP	0	TERMINAL POLE		0	RELAY
	0	0	150W	HPS	MH		0	150W	HPS	MH		X	0	PROPOSED WOOD POLE		0
	0	0	175W	HPS	MH		0	175W	HPS	MH		0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER			
	0	0	250W	HPS	MH		0	250W	HPS	MH						
	0	0	400W	HPS	MH		0	400W	HPS	MH						
	0	0	45W 95W 115W 180W LED				0	45W 95W 115W 180W LED								
EXISTING STREET LIGHT SYMBOLS AND WATTAGES						INSTALLATION VOLTAGE: (Circle One Only) <u>120</u> 240 480										
	70		70		100		150		175		250		400	UNDERGROUND CONDUCTOR (Check One) Direct Embedded Wire ☒ Conduit and Wire ☐		
													OVERHEAD CONDUCTOR #4 2/C TWIST (UNLESS OTHERWISE NOTED)			



City of Galveston

CAPITAL PROJECTS STAFF REPORT

May 15, 2019

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 #2 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$72,639.00, from the amount of \$9,621,500.00 to the amount of \$9,698,344.00, and extending the contract term by 30 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.

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. Because of the age and unsuitability of the existing Fire Station #1 and City Hall Annex, it is desired to build a new, state of the art fire station.
- D. The construction of a new Fire Station #1 and the subsequent demolition of the existing fire station was therefore identified as work to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- E. The General Land Office approved O'Malley Strand Associates, Inc. to provide engineering and architectural design services for the Fire Station #1 New Site Construction and Existing Site Demolition project.
- F. Construction LTD was awarded the contract by Council on September 28, 2017 in the amount of \$9,621,500.00.
- G. The contract was subsequently increased by \$4,205.00 to the amount of \$9,625,705.00 in Change Order #1.

II. Current Situation

- A. The current project includes the demolition of the City Hall Annex. This demolition will deprive City Hall of the facilities necessary to support City staff.
- B. On November 15, 2018, City Council approved a contract with BRW Architects to design improvements to City Hall to compensate for the demolition of the Annex.
- C. The initial work to be accomplished is the demolition of the existing, substandard restroom facilities in City Hall.
- D. This demolition, and subsequent construction, must be finished by the time of the demolition of the Annex as part of the Fire Station project.
- E. The City Hall renovations is not eligible for CDBG-DR funding, and will be paid by the City.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Issues

The renovations of City Hall are needed to compensate for the loss of facilities due to the demolition of the City Hall Annex.

IV. Alternatives in order of priority

- A. Approve Change Order #2 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$72,639.00, from the amount of \$9,621,500.00 to the amount of \$9,698,344.00, and extending the contract term by 30 days.
- B. Do not approve the change order.

V. Recommendation

Approve Change Order #2 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$72,639.00, from the amount of \$9,621,500.00 to the amount of \$9,698,344.00, and extending the contract term by 30 days.

VI. Fiscal Impact Report

Requested by: Ross E. Blacketter, P. E.
Director of Capital Projects

Funding Source: CDBG DR Non-Housing Round 2.2

Construction Cost	\$	9,621,500.00
Inspection	\$	395,396.00

Recovery and Capital Reserves

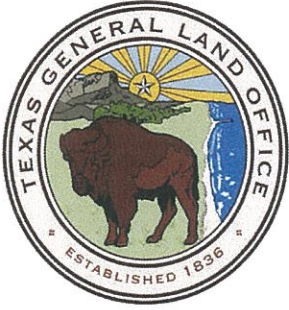
Construction	\$	72,639.00
Inspection	\$	5,000.00

Total Cost of Implementation \$ 10,094,535.00

Respectfully Submitted,

Ross E. Blacketter, P. E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

[illegible]

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$9,621,500.00	Original Contract Time: 470 days
Previous Change Order(s): No. 01 to No. 01 \$4,205.00	Net Change From Previous Change Orders: 33 days
Contract Price Prior to this Change Order: \$9,625,705.00	Contract Time Prior to this Change Order: 503 days
Net Increase of this Change Order: \$72,639.00	Net Increase of this Change Order: 30 days
Contract Price With all Approved Change Orders: \$9,698,344.00	Contract Time With all Change Orders: 533 days
Cumulative Percent Change in Contract Price (+/-): 0.8%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 19
Construction Contract Start Date: (mm/dd/yy) 01 / 02 / 18	Construction Contract End Date: (mm/dd/yy) 06 / 19 / 19

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: _____

O'MALLEY STRAND

Date: _____

APPROVED:

By: _____

CITY OF GALVESTON

Date: _____

ACCEPTED:

By: Charles B. G. Lee

CONSTRUCTION LTD

Date: 5/15/2019

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: Original bid did not include unit prices. 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	☐ No	
7. Is the TCEQ permit approval still valid? (sewer projects only)	☐ Yes	☐ No	
8. Are the handicapped access requirements/approval			
still valid? (if applicable)	☒ Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance			
still valid?	☐ Yes	☐ No	
(If no, specify):			

NOTE: *Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

**BROWN REYNOLDS WATFORD
ARCHITECTS**



175 CENTURY SQUARE DRIVE
SUITE 350
COLLEGE STATION, TEXAS 77840
979-694-1791
WWW.BRWARCH.COM

May 15, 2019

Mr. Ross Blacketter
City of Galveston
823 Rosenberg
Galveston, TX 77550

RE: Fire Station No. 1 New Site Construction and Existing Site Demolition
GLO Contract No. 15-081-000-8748
City of Galveston, Texas

Dear Ross,

Enclosed is the Texas General Land Office Construction Contract Change Order Request Form for Proposed Change Order No. 2. The Request Form lists Proposed Change Order No. 2 items and their decreases or increases in contract price. The original Contract amount was \$9,621,500.00. The Contract amount prior to this Change Order is \$9,625,705.00. Proposed Change Order No. 2 results in an increase of \$72,639.00 to the Contract, bringing the total Contract amount to \$9,698,344.00. The Proposed Change Order No. 2 has been reviewed and it is recommended the City approve this Proposed Change Order.

Please call me at (979) 694-1791 with any questions.

Sincerely,

Daniel Pesek, AIA, LEED AP
Project Architect
Brown Reynolds Watford Architects, Inc.

Enclosures

Proposed Change Request

City Hall Restrooms - Phase 1A - Demo Only

CONSTRUCTION LTD

Project: Galveston Fire Station

Date: 05/14/19

Location: Galveston, Texas

Description of Change: City Hall Restroom Demo - Phase 1A - Only - DEMO ONLY

ITEM #	DESCRIPTION	QTY	UNIT	SUB	GC MTL	GC LABOR	GC EQUIP	SUBTOTAL	
1	Temporary Protection	1	ls		\$1,000.00	\$1,000.00		\$2,000.00	
2	Asbestos Abatement	1	LS	\$5,250.00				\$5,250.00	
3	Demo Floor, Walls and Ceiling	1	LS	\$24,600.00				\$24,600.00	
4	Plumbing Demo	1	LS	\$1,500.00				\$1,500.00	
5	HVAC Demo	1	LS	\$5,850.00				\$5,850.00	
6	Electrical - Only	1	LS	\$4,250.00				\$4,250.00	
7	Fire Alarm - Demo Only	1	LS	\$1,276.00				\$1,276.00	
8	Site Overhead Cost	1	LS		\$2,000.00			\$2,000.00	
9								\$0.00	
10								\$0.00	
11								\$0.00	
SAFETY					\$150.00			\$0.00	
AS BUILTS AND MYLAR COST								\$0.00	
ENGINEERING LAYOUT								\$0.00	
CLEAN UP - DUMPSTERS						\$2,500.00	\$7,500.00	\$10,000.00	
SITE SUPERVISION						\$6,000.00		\$6,000.00	
TEMPORARY TOILETS								\$0.00	
COLUMN TOTALS					\$42,726	\$3,150.00	\$9,500.00	\$7,500.00	\$62,726.00
SUBCONTRACTORS TOTAL									\$42,726
GENERAL CONTRACTORS MATERIAL									\$3,150
GENERAL CONTRACTORS LABOR									\$9,500
GENERAL CONTRACTORS EQUIPMENT									\$7,500
GENERAL CONDITIONS									\$1,913
TAX ON EQUIPMENT									\$619
TAX ON MATERIALS									\$0
BOND & INSURANCE							1.70%		\$627
									\$0
GENERAL CONTRACTORS MARK-UP									\$2,331
GENERAL CONTRACTORS MARK-UP ON SUBCONTRACTS									\$4,273
TIME EXENTION OF THIRTY (30) DAYS IS REQUIRED.									
COST FOR PR # City Hall RR - 1A									\$72,639



City of Galveston

CAPITAL PROJECTS STAFF REPORT

14 May 2019

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 #4 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project **decreasing** the contract by \$15,008.78, from the amount of \$880,737.37 to a new total amount of \$865,728.59. 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, and increased by \$8,848.91 to the amount of \$880,737.37 in Change Order #3 on 08 January 2019. Change Order #2 was a time extension only with no increase in cost.

II. Current Situation

- A. The construction contract for the 33rd Street Improvements from Broadway Avenue to Harborside Drive is complete.
- B. Triple B has requested a final change order reconciling the accounting for this contract as shown in the attached documentation.
- C. Unused items and value engineering for this contract result in a **decrease** of \$15,008.78 to the contract price.
- D. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order

III. Impact or ramifications:

This change order is necessary to close out this project.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve Change Order #4 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project **decreasing** the contract by \$15,008.78, from the amount of \$880,737.37 to a new total amount of \$865,728.59.
- B. Do not approve the request.

V. Recommendation

Approve Change Order #4 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project **decreasing** the contract by \$15,008.78, from the amount of \$880,737.37 to a new total amount of \$865,728.59.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: 2017 G. O. Bonds
Infrastructure and Debt Service Fund

Construction Cost	\$ 865,728.59	(decrease of \$15,008.78)
Construction Administration	\$ 16,250.00	
Material Testing	\$ 14,940.00	
Total Cost of Implementation	\$ 896,918.59	

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





City of Galveston

33rd Street Improvements (Broadway – Harborside)

Construction Contract Change Order Number 4

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. 3 \$ 67,562.37		Net Change From Previous Change Orders: 62 days
Contract Price Prior to this Change Order: \$ 880,737.37		Contract Time Prior to this Change Order: 253 days
Net Increase/Decrease of this Change Order: \$ (-) 15,008.78		Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$ 865,728.59		Contract Time With all Change Orders: 253 days
Cumulative Percent Change in Contract Price (+/-): + 6.46 %		Construction Contract End Date: (mm/dd/yy) 09/23/18

RECOMMENDED:

By: 
ARCENEUX WILSON & COLE

APPROVED:

By: _____
CITY OF GALVESTON

ACCEPTED:

By: 
TRIPLE B SERVICES

Date: 06/13/2019

Date: _____

Date: 5/14/19

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.





May 13, 2019

Mr. Ross Blacketter
City of Galveston
823 Rosenberg, Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 4
33rd Street Improvements from Broadway to Harborside
AWC Job No. COG-040

Dear Mr. Blacketter:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 4 for the 33rd Street Improvements from Broadway to Harborside project and recommends approval of the construction contract changes. We provide the following explanations for the proposed changes to the contract scope and associated cost.

Regarding this Change Order time and cost, the overall result for this change order is to decrease the contract amount by \$15,008.78. These costs include the following changes in quantities:

- Bid Item 11, Remove 77 LF, Remove Storm Sewer Pipe @ \$15.00 /LF
- Bid Item 32, Remove 1 EA, Relocate Fire Hydrant @ \$2,300 /EA
- Bid Item 33, Remove 3 STA, All Pavement Markings @ \$450 /STA
- Bid Item 30a, Remove 30 LF, 12" Water Relocation @ \$450 /LF
- Bid Item 54, Add 2 MO, Additional Traffic Control @ \$1,648.11 /MO

I have attached Change Order No. 4 which modifies the contract to reflect this change for your consideration and action. 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 Project Manager

Contractor:

Triple B Services, L.L.P

Description:

Additional Traffic Control

=====				
Description	Quantity	Unit	Unit Price	Total Amount
=====				
Traffic Control Rental June 2018-July 2018	1	MO	\$1,569.63	\$ 1,569.63
Traffic Control Rental July 2018-August 2018	1	MO	\$1,569.63	\$ 1,569.63
Subtotal				\$ 3,139.26
x 1.05% Mark Up				\$ 3,296.22

ONE WAY STRIPING AND SIGNS, LLC

P.O. Box 270291
Houston, TX 77277

Invoice

Date	Invoice #
7/18/2018	18122

Bill To
Triple B Services, LLP 820 Old Atascocita Road Huffman, Texas 77336

Ship To
33 Rd Street

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		6/10/2018			33rd Street
Quantity	Item Code	Description			Price Each	Amount
	02 TC	TRAFFIC CONTROL:Rental 06.10.18 through 7.10.18 THE RENTER/ PURCHASER OF EQUIPMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ONE WAY STRIPING & SIGNS, LLC AND ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THEIR WORK, PROVIDED THAT ANY SUCH DAMAGES, CLAIMS, LOSS, DEMANDS, SUITS, JUDGMENTS, COST OR EXPENSE: 1) ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND, 2) ARE CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF THE RENTER, ANYONE DIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, UNLESS CAUSED BY THE NEGLIGENCE, PARTIAL OR SOLE, OF SAID INDEMNIFIED PARTIES 3) IT IS THE EXPRESS INTENT THAT RENTER INDEMNIFIES ONE WAY STRIPING & SIGNS FOR ALL ACTS OF NEGLIGENCE CAUSED BY RENTER/PURCHASER			1,569.63	1,569.63007
					Total	\$1,569.63

ONE WAY STRIPING AND SIGNS, LLC

Invoice

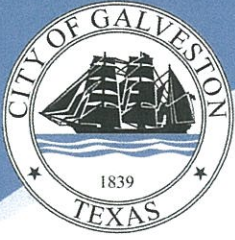
P.O. Box 270291
Houston, TX 77277

Date	Invoice #
8/15/2018	18124

Bill To
Triple B Services, LLP 820 Old Atascocita Road Huffman, Texas 77336

Ship To
33 Rd Street

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		7/10/2018			33rd Street
Quantity	Item Code	Description			Price Each	Amount
	02 TC	TRAFFIC CONTROL:Rental 07.10.18 through 8.10.18 THE RENTER/ PURCHASER OF EQUIPMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ONE WAY STRIPING & SIGNS, LLC AND ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THEIR WORK, PROVIDED THAT ANY SUCH DAMAGES, CLAIMS, LOSS, DEMANDS, SUITS, JUDGMENTS, COST OR EXPENSE: 1) ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND, 2) ARE CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF THE RENTER, ANYONE DIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, UNLESS CAUSED BY THE NEGLIGENCE, PARTIAL OR SOLE, OF SAID INDEMNIFIED PARTIES 3) IT IS THE EXPRESS INTENT THAT RENTER INDEMNIFIES ONE WAY STRIPING & SIGNS FOR ALL ACTS OF NEGLIGENCE CAUSED BY RENTER/PURCHASER			1,569.63	1,569.63007
					Total	\$1,569.63



City of Galveston

CAPITAL PROJECTS STAFF REPORT

06 May 2019

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of the purchase of a 24 inch gate valve from Triple B Services, LLC, for the amount of \$16,210.00. This gate valve is to be used for the upcoming 24 inch Waterline from 59th Street Pump Station to Airport Pump Station project. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Triple B Services was awarded the contract by Council on April 27, 2017 for the Sealy Avenue Improvements from 33rd to 25th project.
- B. The project included the replacement of a 24 inch gate valve that turned out to be unneeded and was not installed.

II. Current Situation

- A. Triple B Services was not able to return the unused gate valve since valves of this size are specially ordered.
- B. Since it was not installed, the cost of this valve is not eligible for reimbursement by the CDBG-DR grant funding.
- C. The valve was purchased as part of the Sealy Avenue project, and the City is obligated to purchase it from the contractor.
- D. With the upcoming 24 inch Waterline from 59th Street Pump Station to Airport Pump Station project, the City has a use for this size valve.
- E. The purchase of this valve will be charged to the 24 inch waterline project.
- F. Triple B Services, LLC has submitted an invoice in the amount of \$16,210.00 for this valve, which is the original purchase amount.
- G. The purchase of this valve has been reviewed by Purchasing and the City Attorney's office.

III. Issues

The price is a fair cost for the gate valve.

V. Alternatives in order of priority

- A. Approve the purchase of a 24 inch gate valve from Triple B Services, LLC, for the amount of \$16,210.00.
- B. Do not approve the purchase.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

VI. Recommendation

Approve the purchase of a 24 inch gate valve from Triple B Services, LLC, for the amount of \$16,210.00.

VII. Fiscal Impact Report

Requested by:

Ross E. Blacketter, P.E.
Director of Capital Projects

Funding Source:

2017 Water Certificates of Obligation

Total Cost of Implementation

\$16,210.00

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





Triple B Services, L.L.P.

EXCAVATION * PAVING *** UTILITIES *** GENERAL CONTRACTING**

To: City Of Galveston Address: Galveston, TX	Contact: Phone: Fax:
Project Name: City Of Galveston Purchase 24" Gate Valves Project Location:	Bid Number: Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	24" Gate Valve	1.00	EACH	\$16,210.00	\$16,210.00
Total Price for above Items:					\$16,210.00

Total Bid Price: \$16,210.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Triple B Services, L.L.P.

Authorized Signature: _____

Estimator: _____



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

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

May 14, 2019

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

From: Mario Rabago, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL THE PURCHASE AND INSTALLATION OF NEW FITNESS EQUIPMENT FOR THE MCGUIRE-DENT RECREATION CENTER, IN THE AMOUNT OF \$13,080.22, FROM MARATHON FITNESS (BUYBOARD CONTRACT #583-19). AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background:

- A. The McGuire-Dent Recreation Center attendance averages 325 adults daily who utilize the centers fitness equipment.
- B. Center users frequently request staff to add free weights and a Smith Machine to the center's fitness equipment inventory.
- C. On March 5, 2019 the IDC committee voted in support of Parks Package #3 which included the purchase of new fitness equipment for the McGuire Dent Recreation Center.
- D. On April 25, 2019 City Council approved the IDC recommendation of Parks Package #3.
- E. In October 2018 staff procured cardio equipment in the amount of \$73,535.00 from Marathon Fitness. In continuance of this project the amount increased \$13,080.22 for the purchase and installation of free weights, accessories and a Smith Machine from Marathon Fitness (BuyBoard contract #583-19).

II. Current Situation:

- A. Whether to approve the purchase and installation of free weights, accessories and a Smith Machine for the McGuire-Dent Recreation Center in the amount of \$13,080.22 from Marathon Fitness (BuyBoard Contract # 583-19).
- B. Funding source for the equipment. IDC Parks Package #3

III. Issue:

In an effort to offer our community the best possible recreation and fitness activities and to address user recommendations staff is requesting the approval of the purchase and installation of free weights and a Smith Machine for the McGuire Dent Recreation Center.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

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

IV. Alternatives in order of priority:

- A. City Council approves the purchase and installation of free weights and Smith Machine for the McGuire-Dent Recreation Center in the amount of \$13,080.22 from Marathon Fitness (Buy Board Contract #583-19)
 - 1. Cost: \$13,080.22
 - 2. Timing: As soon as possible in order to address the recommendations of recreation center users and enhance the rec centers fitness inventory.
 - 3. Impact and ramifications: Approval of this purchase will address recommendations of the recreation centers users and enhance the centers inventory of fitness equipment.
- B. City Council disapproves the purchase and installation of free weights and Smith Machine for the McGuire-Dent Recreation Center in the amount of \$13,080.22 from Marathon Fitness (Buy Board Contract #583-19)
 - 4. Cost: \$0
 - 5. Timing: N/A
 - 6. Impact and ramifications: Recreation Center user requests for free weights and a Smith Machine and enhancement of the centers inventory of fitness equipment is denied.

V. Recommendation:

Concur in Alternative A and approve the purchase and installation of free weights and a Smith Machine for the McGuire-Dent Recreation Center in the amount of \$13,080.22 from Marathon Fitness (BuyBoard Contract # 583-19).

VI. Fiscal Impact Report:

Requested by:

Mario Rabago
Director of Parks & Recreation

Cost of Implementation:

IDC Funding \$13,080.22



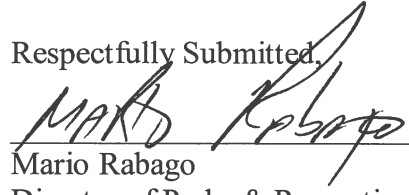


City of Galveston

DEPARTMENT OF PARKS AND RECREATION

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

Respectfully Submitted,



Mario Rabago
Director of Parks & Recreation

Approved,

Brian Maxwell
City Manager



**Marathon Fitness™**

Fitness Center Specialists

Marathon Fitness

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date	Page
Apr 16, 2019	Page 1 of 2
Proposal Number	
QT0018789	

Printed On 4/16/2019
At 2:32:52PM

Bill To:

City of Galveston McGuire-Dent Center
Attn: John Armstrong
2222 28th Street
Galveston, TX 77553

Ship To:

City of Galveston McGuire-Dent Center
2222 28th Street
Galveston, TX 77553
John Armstrong Tel: (409) 797-3700
jarmstrong@galvestontx.gov

Salesperson		Proposal Valid Until		Terms	
Clint Cooper		6/15/2019		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	PWDPL802	Precor Smith Machine	\$ 4,450.00	\$ 3,471.00	\$ 3,471.00
3	PWDBR0119	Precor Multi-Adjustable Bench	\$ 1,200.00	\$ 936.00	\$ 2,808.00
1	PWDBR0815	Precor Dumbbell Rack - 3 Tier, 15 Pairs	\$ 1,505.00	\$ 1,173.90	\$ 1,173.90
2	TSD-015R	Troy 12 sided Rubber Dumbbell 15 lbs (EACH)	\$ 42.60	\$ 34.08	\$ 68.16
2	TSD-020R	Troy 12 sided Rubber Dumbbell 20 lbs (EACH)	\$ 56.80	\$ 45.44	\$ 90.88
2	TSD-025R	Troy 12 sided Rubber Dumbbell 25 lbs (EACH)	\$ 71.00	\$ 56.80	\$ 113.60
2	TSD-030R	Troy 12 sided Rubber Dumbbell 30 lbs (EACH)	\$ 85.20	\$ 68.16	\$ 136.32
2	TSD-035R	Troy 12 sided Rubber Dumbbell 35 lbs (EACH)	\$ 99.40	\$ 79.52	\$ 159.04
2	TSD-040R	Troy 12 sided Rubber Dumbbell 40 lbs (EACH)	\$ 113.60	\$ 90.88	\$ 181.76
2	TSD-045R	Troy 12 sided Rubber Dumbbell 45 lbs (EACH)	\$ 127.80	\$ 102.24	\$ 204.48
2	TSD-050R	Troy 12 sided Rubber Dumbbell 50 lbs (EACH)	\$ 142.00	\$ 113.60	\$ 227.20
2	TSD-055R	Troy 12 sided Rubber Dumbbell 55 lbs (EACH)	\$ 156.20	\$ 124.96	\$ 249.92
2	TSD-060R	Troy 12 sided Rubber Dumbbell 60 lbs (EACH)	\$ 170.40	\$ 136.32	\$ 272.64
2	TSD-065R	Troy 12 sided Rubber Dumbbell 65 lbs (EACH)	\$ 184.60	\$ 147.68	\$ 295.36
2	TSD-070R	Troy 12 sided Rubber Dumbbell 70 lbs (EACH)	\$ 198.80	\$ 159.04	\$ 318.08
2	TSD-075R	Troy 12 sided Rubber Dumbbell 75 lbs (EACH)	\$ 213.00	\$ 170.40	\$ 340.80
2	TSD-080R	Troy 12 sided Rubber Dumbbell 80 lbs (EACH)	\$ 227.20	\$ 181.76	\$ 363.52
2	TSD-085R	Troy 12 sided Rubber Dumbbell 85 lbs (EACH)	\$ 241.40	\$ 193.12	\$ 386.24
4	GO-045VR	Troy 45 lb. Olympic Rubber Encased "Wide Flange" 3 Hole GripVTX Plate	\$ 98.10	\$ 78.48	\$ 313.92

Quotation continued on next page ...



**Marathon Fitness™**

Fitness Center Specialists

Marathon Fitness

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date	Page
Apr 16, 2019	Page 2 of 2
Proposal Number	
QT0018789	

Printed On 4/16/2019
At 2:32:52PM

Bill To:

City of Galveston McGuire-Dent Center
Attn: John Armstrong
2222 28th Street
Galveston, TX 77553

Ship To:

City of Galveston McGuire-Dent Center
2222 28th Street
Galveston, TX 77553
John Armstrong Tel: (409) 797-3700
jarmstrong@galvestontx.gov

Salesperson		Proposal Valid Until		Terms	
Clint Cooper		6/15/2019		Net 30	
Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
2	GO-035VR	Troy 35 lb. Olympic Rubber Encased "Wide Flange" 3 Hole GripVTX Plate	\$ 76.30	\$ 61.04	\$ 122.08
2	GO-025VR	Troy 25 lb. Olympic Rubber Encased "Wide Flange" 3 Hole GripVTX Plate	\$ 54.50	\$ 43.60	\$ 87.20
4	GO-010VR	Troy 10 lb. Olympic Rubber Encased "Wide Flange" 3 Hole GripVTX Plate	\$ 21.80	\$ 17.44	\$ 69.76
2	GO-005VR	Troy 5 lb. Olympic Rubber Encased "Wide Flange" 3 Hole GripVTX Plate	\$ 10.90	\$ 13.08	\$ 26.16
2	GO-002VR	Troy 2.5 lb. Olympic Rubber Encased "Wide Flange" 3 Hole Grip VTX Plate	\$ 5.46	\$ 0.00	\$ 0.00
1	FREIGHT	Freight	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
1	EQUIP INSTALL	Equipment Installation	\$ 500.00	\$ 500.00	\$ 500.00
	BUY BOARD	BUY BOARD INFORMATION Vendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496 Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.com Federal ID: 68-05446644, Contract: Athletic, PE & Gym. Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full. Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee. Signature: _____ PO# _____ Printed Name: _____ Title: _____ DELIVERY INSTRUCTIONS: Must arrive by ____ / ____ / _____ Loading Dock: Yes ____ No ____ Elevator: Yes ____ No ____	Subtotal Sales Tax 0.00%	\$ 13,080.02 \$ 0.00
	Total	\$ 13,080.02
		



Galveston Fire Department

MEMORANDUM

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members
From: Mark Morgan, Battalion Chief/Emergency Management

Date: April 25, 2019

Re: CONSIDER FOR ACTION APROVING RFP NO. 19-04 DISASTER RECOVERY BASE CAMPS-
WORKER & PUBLIC SHELTERS, BETWEEN THE CITY OF GALVESTON AND COTTON
COMMERCIAL, A 3 YEAR CONTRACT WITH THE OPTION FOR UP TO TWO (2), ONE (1)
YEAR EXTENCIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT.

I. Background

- A. The City of Galveston recognizes the need to have a speedy recovery from all types of catastrophic events. Such events require responses from emergency first responders, state and local government employees, various elected and appointed officials. Special precautions must be taken to protect the life, health, and safety of all individuals participating in the response.
- B. While recovering in the aftermath from Hurricane Ike some government facilities could not be opened and were unsafe for use. Temporary structures were needed to provide life sustaining shelter to citizens and portable structures to providing valuable city services during the recovery. Public and worker housing solutions enhanced workplace efficiency by providing clean and comfortable sleeping quarters, personal hygiene facilities, catering, laundry services, and camp management.

II. Current Situation

The City of Galveston is in need of a contract to provide for (Disaster Recovery Base Camps – Worker & Public Shelters) to establish support, and maintain full service capabilities to provide for sheltering of displaced citizens, and conduct city services. This would be making city facilities safe for operations with use of temporary trailers next to city facilities, and in some situations portable tent structures.



III. Issues

If the Federal procurement standards are not followed, FEMA and/or the State of Texas may deny Federal reimbursement and/or disallow any cost deemed ineligible.

IV. Recommendation

City Council award Disaster Recovery-Base Camps-Worker & Public Shelters on (RFP 19-04 to **Cotton Commercial**.

1. **Cost- Needed-based**
2. **As soon as possible**

V. Fiscal Impact Report

Requested by:	Mark Morgan Battalion Chief-Emergency Management
---------------	---

Funding Source:	FEMA Federal Cost Share/City Current Revenues
-----------------	--

Account#:

Cost of implementation:	Not Applicable
-------------------------	----------------

Estimated annual M&O cost:	Not Applicable
-------------------------------	----------------

Estimated cumulative M&O cost:	Not Applicable
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Respectfully submitted,

Mark Morgan SR

Battalion Chief-Emergency Management



Galveston Fire Department

MEMORANDUM



CONTRACT FOR CONSTRUCTION SERVICES
Disaster Recovery Base Camps – Worker and Public Shelter

This Contract (the “Contract”) is made and entered into this _____ day of April, 2019, by and between the City of Galveston (the “City”), a Texas home-rule municipality, and **Cotton Commercial, USA, Inc.** a corporation, located at **5443 Katy Hockley Cutoff Rd., Katy, Texas 77493.**

WHEREAS, the City of Galveston desires to obtain construction services in connection with Disaster Recovery Base Camps within the City of Galveston (“City”) and Cotton Commercial, USA, (“Company”) desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Disaster Recovery Base Camps – Worker and Public Shelter
RFP 19-04

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

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the “Work”) to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: This contract shall be effective upon execution by the City of Galveston for a three (3) year term with the option to extend for up to two (2) additional one (1) year terms, unless sooner terminated under the terms set forth herein. To exercise the option to extend the City shall serve notice thirty (30) days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if finding is unavailable, or if the contractor’s past performance is not within the industry standard.
6. **ACCESS TO INFORMATION**: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.
7. **SCHEDULE AND DELIVERABLES**: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. For clarity, this information shall

include documentation showing costs or which could be used to determine subcontractor's costs.

8. 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.

9. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

10. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound

therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

11. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City. Bonds are only required upon activation of the contract.

14. **COMPENSATION:** The City shall compensate Company for the Work at the agreed upon ***amounts set forth in Exhibit A***. During the term of this Contract, Company shall be entitled to request a modification to the General Fee Schedule not more than one (1) time each calendar year upon at least sixty (60) days' prior written notice to the City; provided however, that such modification shall not be effective for any Work Order in progress made at the time of the request for modification. Modification to the fee schedule cannot exceed two (2) percent of any item; the modification of prices must be solely for the purpose of accommodating an increase in the contractor's costs. A modification is not effective until such time as approved by the City, and will only be effective for work orders taking place after the approval of the modification; Company must provide a written explanation of the modification, or increase. 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 5443 Katy Hockley Cutoff Rd., Katy, Texas 77493. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

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

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an **"occurrence basis"**

17. **TERMINATION**: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term “Subcontractor”, includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company’s work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company’s cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party; provided, however, Company may utilize subcontractors in accordance with Sections 21 and 22 of this Contract.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Disaster Recovery Base Camps – Worker and Public Shelter within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Cotton Commercial USA, Inc.
5443 Katy Hockley Cutoff Rd.
Katy, Texas 77493
Attention: Johnny Slaughter
Copy to: General Counsel

***(The remainder of this page left intentionally blank.)
Signature page follows on the next page.***

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Cotton Commercial USA, Inc.

By: _____
Brian Maxwell, City Manager

By: _____
James Scaife, 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 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared James Scaife of Cotton Commercial USA, 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 26 day of April, 2019.

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:
2019-478833

Date Filed:
04/18/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cotton Commercial USA, Inc
Katy, 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-19-033
Disaster recovery base camp

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.



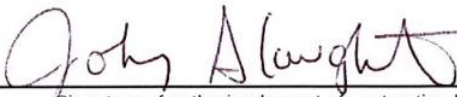
6 UNSWORN DECLARATION

My name is Johnny Slaughter, and my date of birth is _____.

My address is 5443 Katy Hockley Cutoff Rd, Katy, TX, 77493, USA.
(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 18 day of April, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/01/2019

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 Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Cotton Holdings, Inc. Cotton Commercial USA, Inc. 5443 Katy Hockley Cutoff Road Katy, TX 77493	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: The First Liberty Insurance Corporation	33588
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W11168549**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	Y	Y	TB2-691-467423-028	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y		AS2-691-467423-018	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	N/A	WC6-691-467423-038	06/01/2018	06/01/2019	☒ 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

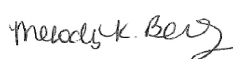
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Disaster Recovery Base Camps - Worker and Public Shelter

City of Galveston is included as an Additional Insured as respects to General Liability and Auto Liability where required by a written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability where required by a

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston 823 Rosenberg, Suite 203 P.O. Box 779 Galveston, TX 77553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 17910734

BATCH: 1180874

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED Cotton Holdings, Inc. Cotton Commercial USA, Inc. 5443 Katy Hockley Cutoff Road Katy, TX 77493	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
 written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organization whom you have agreed to provide additional insured status under a written contract or agreement prior to an "occurrence" or offense.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organization whom you have agreed to provide additional insured status under a written contract or agreement prior to an "occurrence" or offense.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
--

As required by written contract or agreement entered into prior to loss.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number TB2-691-467423-028

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with company	Per schedule on file with company	60

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
All people or organizations required by written contract prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-691-467423-018

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with company	Per schedule on file with company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with the broker	Per Schedule on file with the broker	60

All other terms and conditions of this policy remain unchanged.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-691-467423-038 Effective Date 06/01/2018 Premium \$

Issued to Cotton Holdings Inc.



LOGISTICS

ORIGINAL VERSION

PROJECT SUBMITTAL



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EXECUTIVE SUMMARY

Cotton Logistics is widely recognized as a leading Design/Build/Operator of Workforce Housing Solutions, specializing in the infrastructure construction, as well as campus operations & management. Backed by our expansive capabilities, and with support from our multi-specialized divisions, Cotton is highly experienced at rapidly deploying resources for the complex and ever-changing work environments associated with the oil and gas industry, catastrophic events and/ or large-scale projects. Cotton Logistics pairs subject matter expertise with innovation and flexibility to determine the “Best Practice” solution to satisfy each client’s specific requirements. Whether the solution required involves a stringent timeline, remote geographic location or extreme climate, the Cottons Logistics team is uniquely qualified to deliver under the most challenging of scenarios. Below is an example of Cotton Logistics’ ability to meet the unique demands of one of the largest oil and gas companies in the world.

Cotton’s expertise was put to the test as we were selected as British Petroleum’s (BP) Sole Provider of Workforce Housing Operations and Management Services for six (6) 500 Person all-inclusive Workforce Housing Camps, as well as two (2) “Safe and Secure” 1,000+ bed transitional tent-housing campuses along the Gulf Coast Region as a part of BP’s Reclamation and Remediation efforts in response to the 2010 Deep Water Horizon Spill in the Gulf of Mexico in a timeframe in which our competitors said it could not be done.

Headquartered in the Houston, Texas area since 1996, Cotton specializes in the rapid mobilization of resources for large operations and provides lodging and logistical support for complex and ever-changing work environments. Cotton’s turnkey workforce housing solutions enhance workplace efficiency by providing clean and comfortable sleeping quarters, personal hygiene facilities, catering, laundry services, camp management, recreation and more. These services and amenities allow our clients’ staff to live in a controlled, community environment while their basic needs are being met. Our professionals work closely with our clients to custom design a site or facility that meets their specific criteria.

Cotton Logistics’ experience in the Disaster Recovery arena was a natural fit for the oil and gas industry. The lack of lodging accommodations and food services in the remote areas where oil and gas companies are operating is parallel to the problem set Cotton has faced over the last two decades in responding to disaster events – the lack of infrastructure in the affected areas could not support the amount of workforce needed to complete the recovery work under contract. By providing catered and managed workforce housing, we were able to increase worker retention, improve efficiency and maintain command and control of our crews.

Over the last several years, Cotton Logistics has gained the attention and business of some of the world’s largest Oilfield Service Providers who have contracted with Cotton Logistics to design, build, manage and cater their private turnkey accommodations. The success has catapulted Cotton Logistics into becoming the fastest growing workforce housing provider in the Oil and Gas Industry. Cotton Logistics currently has the largest number of private turnkey facilities in the Southern Shale Plays.



December 5th, 2018

City of Galveston
Purchasing Department

RE: City of Galveston– RFP Disaster Recovery Base Camps

Cotton Logistics, Inc. has evaluated City of Galveston requirements for Disaster Recovery Base Camps – Worker & Public Shelters to establish, support, and maintain full service capabilities for between 100 and 1,000 displaced persons on one site in City of Galveston, Texas. We respectfully submit this proposal based on known specifications from City of Galveston and our experience in building and operating other workforce lodging communities. Cotton Logistics is prepared to provide the facilities, personnel, resources and services as required for the Disaster Recovery Base Camps upon execution of a contract with City of Galveston. We feel confident that our Proposal provides solutions for the Catastrophic Emergency Public Shelter Complex Support as directed under “Requirements” on pages 45-53 of the RFP for the needs of City of Galveston, Texas.

Cotton Logistics agrees to be in strict adherence to all Federal, state and local regulations when providing services under a contract resulting from this Proposal and will follow all company-specific operating procedures as required by City of Galveston regarding health, safety and the environment.

Cotton Logistics would like to thank City of Galveston for the opportunity to provide this Proposal for workforce housing and for the interest expressed in us as a provider for these services. We hope that the information contained within our Proposal adequately addresses all qualifications necessary in your efforts to contract with a camp services firm. We look forward to the opportunity to discuss this Proposal should there be any questions..

Respectfully submitted,

Forrest L. Jackson, Jr.
Executive Vice President
Cotton Logistics, Inc.



Housing Solutions

When time is of the essence, Cotton Logistics specializes in providing fully-functioning facilities and resources to support disaster relief, a property restoration projects, development sites or other temporary operations. When critical infrastructure is compromised due to a natural or man-made disaster or lodging is unavailable in a remote region, Cotton deploys necessary facilities that are portable, code-compliant and can be rapidly mobilized.

Disaster Recovery Housing Mobile Units & Temporary Portable Trailers

- Skid and wheel-mounted units
- Engineered fabric structures
- Mobile Crew Camp
- Shower, restroom and laundry trailers
- Hand washing stations
- Mobile kitchen units
- Temporary power
- Potable water
- Communications
- Waste management

Each problem set is unique. That's why we're committed to providing temporary mobile facilities that are customized to meet the requirements of each individual client or scenario. At Cotton Logistics, we believe temporary emergency facilities shouldn't feel temporary. Whether you need disaster relief housing, office or classroom space, dining facilities, executive units or a fully-functioning lodging community, you can count on us to create solutions that are tailored to fit the needs of your operation and the people who will determine its success.

Cotton will require an allotted amount of rooms within the facility for all personnel necessary to manage and operate the camp; including management, catering, housekeeping, maintenance and laundry staff.



Emergency Catering Solutions

In the aftermath of a hazardous event, special precautions must be taken to protect the life, health, and safety of all individuals participating in the response. Cotton Logistics and Cotton Culinary personnel hold various OSHA trade certifications, carry Transportation Worker Identification Credentials and are trained in the Incident Command System. Our teams have extensive experience operating within a unified command response, having received training through the certification process, live exercises, and providing support for actual disaster response events. All local, state, federal, and maritime regulations are strictly adhered to and personnel maintains proper personal protective equipment always while on the jobsite.

Cotton Culinary understands the fast-paced and complex demands of disaster situations and understands that any delay in business operations means lost revenue for our clients. Our teams can respond to multiple events simultaneously and rapidly begin operations to provide critical services. From catering and temporary facilities to labor, project management, and restoration services, the Cotton brand of companies' specialized divisions can provide comprehensive and turnkey solutions for any disaster.

The Cotton Culinary catering team will comply with all hygiene, health, and sanitation requirements regarding kitchen workers, food preparation service and cleaning of facilities, equipment, utensils, and dinnerware. All personnel involved in preparing or serving food will have a medical clearance and a food handler's (safe-serve) certificate.

Additional details can be found in Cotton Logistics' Quality Assurance Plan for Camp Catering and Management Services.

Specialized Services

Crew Logistics/Management- Cotton Logistics uses a proprietary software management system that we helped design. The highly customizable system allows us to meet with City of Galveston to determine what reporting needs would be of value to their business. The system can:

- Track crew rotation and crew operating locations,
- Maintain guest profiles and track specific individual needs,
- Produce occupancy and other reports that can be accessed online by client,
- Improve client's operational efficiency as well as streamline and enhance all reporting from camp operations back to the client



Personnel

With any undertaking, our most important asset is the people involved. Cotton Logistics Camp Management, Operations and Culinary staff are trained individuals dedicated to the safe, efficient and successful operation of our OneLodge facilities. Our staffing department will work closely with Camp Management in each area to define their personnel requirements, recruit local staff when possible, and retain the workforce, based on the needs of the camp. The Camp Manager, Chef Manager and other supervisory staff will all have the necessary experience to handle all tasks and operational needs of the facility.

All personnel will be required to wear uniforms and any necessary protective clothing such as cold suits, safety shoes, etc. All personnel will attend training sessions to ensure that everyone understands the importance of cleanliness and hygiene for all camp activities. Cotton Logistics will conduct daily safety meetings to ensure procedures are being adhered to and to reiterate the overall goals of the operation of the camp.

At Cotton Logistics, we firmly believe that total transparency, over-communication, safety and security are of the utmost importance on every project. Our executive team will hand pick the right staff for your project and provide continuous evaluation and communication to support City of Galveston mission.

Safety and Health

Cotton Logistics takes pride in taking care of its people and clients. We strictly follow an Emergency Action Response Plan and will provide a complete Site-Specific Safety Plan for our personnel prior to the opening of the lodge. We will comply with all safety laws and regulations, including the Occupational Health and Safety Act of 1970 and applicable Federal, state and local occupational safety and health regulations. All of our partners and subcontractors will be aware of and will practice these standards. We will conduct mandatory safety training for all employees. In addition, we will develop continuous safety training programs for new and existing hazards. In all areas with hazardous materials, we will post Material Safety Data sheets (MSDS) in conspicuous locations.

The Cotton Logistics Team will make every reasonable and prudent effort to prevent accidents and to provide safe and healthy working conditions. All requirements will be followed for reporting injury, property damage, theft or loss of property. Accident/Incident Reports will be forwarded to the Project Manager and copies kept on file by Cotton Logistics. All accidents/incidents will be reviewed and evaluated for ways to improve safety procedures, allowing us to eliminate or mitigate potential hazards going forward.



CITY OF GALVESTON – RFP # 19-04
ADDENDUM # 1
DISASTER RECOVERY BASE CAMPS – WORKER & PUBLIC SHELTER

Date: 11/13/2018
To: Prospective Proposers
Subject: Addendum No. 1
Site Plans and New Proposal Price Form

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 10/22/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

See the attached site plan.

Use the attached, updated price form with your offer.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

11-30-2018

Date

Johnny Slaughter

Printed Name

Cotton Commercial USA, Inc

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



CITY OF GALVESTON – RFP # 19-04
ADDENDUM # 2
DISASTER RECOVERY BASE CAMPS – WORKER & PUBLIC SHELTER

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

John Slaughter

Authorized Signature

11-30-2018

Date

Johnny Slaughter

Printed Name

Cotton Commercial USA, Inc.

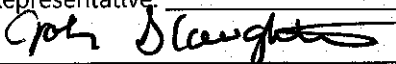
Company Name

**A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR
PROPOSAL**

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 91) 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:	19-04		
Project Title:	Disaster Recovery Base Camps – Worker & Public Shelters		
Submittal Deadline:	Wednesday, December 5, 2018 @ 2:00 p.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			
Proposer Information:			
Proposer's Legal Name:	Cotton Commercial USA, Inc.		
Address:	5443 Katy Hockley Cutoff Rd.		
City, State & Zip	Katy, Texas 77493		
Federal Employers Identification Number #	20-2702810		
Phone Number:	877-511-2962	Fax Number:	713.856.7425
E-Mail Address:	johnnys@cottonteam.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>Executive Vice President</u>			
Signature of Authorized Representative: <u></u>			
Signed this <u>29</u> (day) of <u>October</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
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective upon execution by the City of Galveston for three (3) years. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

- B. Escalation Clause: This section left intentionally blank.
- C. Price Increases Upon Extension: This section left intentionally blank.

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: 22; and the number of employees: 500.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

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: _____.
- 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: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
119792633 _____.
- E. All vendors contracting with the City of Galveston are required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

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: Cotton Commercial USA, Inc

Contract #: RFP 19-04

Description: Disaster Base Camp

Primary Contact (Name): Johnny Slaughter

Primary Contact Phone Numbers: Home: _____ Cell: 713-898-0182

Secondary Contact (Name): Forrest Jackson

Secondary Contact Phone Numbers: Home: _____ Cell: 281-932-0171

After Hours emergency opening fee, if applicable: \$ Please see Attached 2018 Cotton T&M Rate Sheet

9. 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 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 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 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. G Intentionally deleted.~~

H.G. 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.

Changes to the contract may not be made by either party without the consent of both parties and following all applicable laws, including, but not limited to the City Charter of Galveston or the State of Texas Local Government Code.

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. Proposer may subcontract Work as necessary and reasonable, subject to City objection to any selected subcontractor.

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.

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, 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

N/A

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

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

N/A

**OFFICE
USE
ONLY**Date
Received**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix C - House Bill 89 Verification

I, Johnny Slaughter (Person name), the undersigned representative of (Company or Business Name) Cotton Commercial USA, Inc (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10-29-2018

DATE

Johnny Slaughter

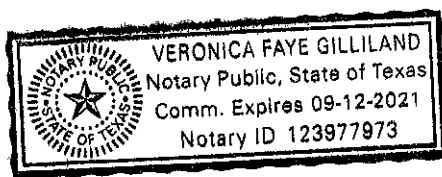
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Johnny Slaughter the EVP 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 29 day of October, 2018.

[SEAL]



Veronica Faye Gilliland
NOTARY PUBLIC in and for the
state of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION 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

Johnny Slaughter

Proposer's Printed or Typed Name

Johnny Slaughter

Proposer's Signature

10-29-2018

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION 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 Cotton Commercial USA, Inc

ADDRESS 5443 Katy Hockley Cutoff Rd.

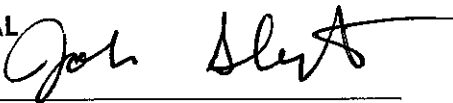
PHONE 877-511-2962

FAX 713.856.7425

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) Johnny Slaughter

POSITION WITH COMPANY EVP

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL
(PRINTED NAME) Johnny Slaughter

OFFICIAL POSITION EVP

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION 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.

Johnny Slaughter

(Printed or typed Name of Signatory)

(Signature)

10-29-2018

(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 SOLICITATION 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.

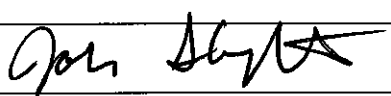
Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

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:	BBVA
Financial Institute Address:	2200 Post Oak Blvd Houston, TX 77056
Routing Number:	113010547
Account Number:	6753009092
SWIFT Code: (if applicable)	CPASUS44

Signature

Company Name:	Cotton Commercial USA, INC	10-29-2018
Authorized Signature:		Date: 10/22/2018

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Services

1. Project Title: RFP 19-04 Disaster Recovery Base Camps – Worker & Public Shelters.

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

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

**CITY OF GALVESTON RFP # 19-04
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

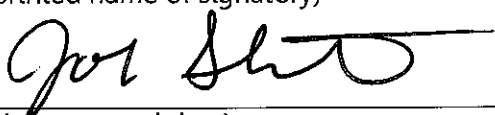
1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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.

Johnny Slaughter

(printed name of signatory)



(signature and date)

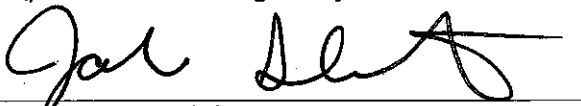
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

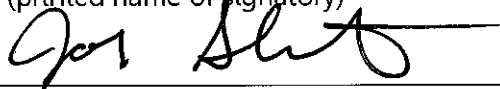
(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of 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."

Johnny Slaughter

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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."

Johnny Slaughter

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)

A handwritten signature in black ink, appearing to read 'John Slaughter', written over a horizontal line.

(signature and date)

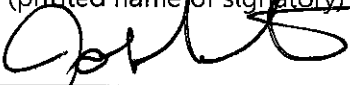
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
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PROPOSAL.**

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)

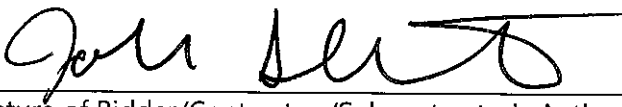
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 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, Cotton Commercial USA, INC, 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 29 day of October, 2018

By 
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Johnny Slaughter

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Executive Vice President

Title of Authorized Official

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PROPOSAL.**

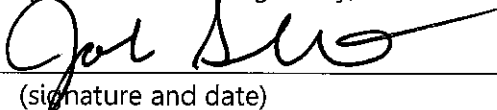
8. CLEAN AIR
42 U.S.C. § 7401 et seq.

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.

Johnny Slaughter

(printed name of signatory)

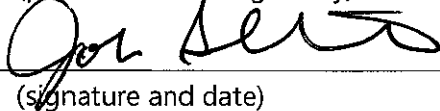

(signature and date)

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.

Johnny Slaughter

(printed name of signatory)


(signature and date)

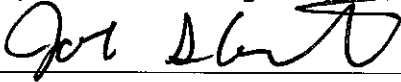
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

**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>.

Johnny Slaughter

(printed name of signatory)



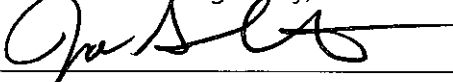
(signature and date)

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.

Johnny Slaughter

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
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PROPOSAL.**



STATEMENT OF WORK

Cotton Logistics, Inc. is pleased to offer the following turnkey services
Proposal for The City of Galveston – Disaster Recovery Basecamp.

Description of Proposed Disaster Recovery Basecamp

The proposed Basecamp will supply accommodations for up to 100 Emergency Responders for a period of up to 12 months with ancillary support facilities to accommodate up to 300 personnel if expansion becomes a necessity. The additional Basecamp for up to 1000 displaced persons for up to 12 months will follow the establishment of the Basecamp for Emergency Responders and will be able to operate for up to 12 months as well. The self-contained Basecamps will be located on land designated by the City of Galveston.

This Proposal includes, but is not limited to:

1. All necessary site work to include land clearing, grading and installation of adequate base and utilities.
2. All units – including but not limited to the living, recreation, kitchen/dining and laundry facilities; medical clinic; Cotton Logistics administrative offices; and asset storage containers – hauled, blocked, leveled and installed on the property.
 - Climate controlled tents for up to 1000 people allowing for 50 sq. ft. of personal living space;
 - ADA shower and restroom facilities for up to 1000 personnel;
 - Administrative offices for the City of Galveston personnel;
 - Wireless internet devices and network;
 - Self-serve laundry equipment;
 - General housekeeping service;
 - General linen service;
 - General maintenance and grounds service;
 - Perimeter fencing and gated entrance;
 - Security of the camp;
 - Electrical power and power management;



- Wastewater treatment;
- Potable water delivery;
- Waste management;
- Personal Hygiene kits for up to 1000 personnel;

3. Sleeping Fixtures

All sleep tents will be climate controlled and hard sided. They will allow for 50 sq. ft. per person and will have entry and exist points on either end. There will be accommodations made to ensure families, single females, and single males will have their own designated living space. This solution has been utilized in disaster response situations in the past and has proven very effective. Please see tent floor plans attachment "A".

4. Dining and common areas

All dining and common areas will be climate controlled hard sided tents and will allow for 20 sq. ft. per person. All common areas will be ADA accessible.

5. Shower and Restroom Facilities

All shower and restroom facilities will be at a ratio of 1 unit for every 10 personnel and an ADA ratio of 1 unit for every 100 personnel. These facilities will be serviced and cleaned daily. 24-Hour Onsite Camp Management. These units will be a mix of tent style and trailer style.

6. Food Service

There will be three hot meals served per day and a fourth meal will be available for midnight rations. Special dietary restrictions will be considered, as outlined in the Request for Proposal. Please see sample menu attachment "B".

7. Laundry Service

There will be a full service laundry available at the emergency responder basecamp and a self-service laundry facility available at the displaced the ratio will be 1 machine for every 20 personnel. This facility will be serviced and cleaned daily.

8. Other Services

- Porta Potties will be emplaced at a ratio of 1 unit for every 100 personnel.
- Hand wash Stations will be emplaced at a ratio of 1 unit for every 100 personnel.
- Other services available are represented in the pricing.



Maintenance Repair Tracking Program

December 2017

This Policy supersedes any Previous Maintenance Reporting Procedure

Purpose:

To define the structure and responsible parties for our reactive maintenance program.

Equipment Needed:

- Maintenance Log Book
- Computer / Scanner
- Internet Connection

Maintenance Requirements:

- A paper maintenance log shall be kept accessible to all staff at the front desk.
- The log should have blank Maintenance Log Sheets in the main folder at all times.
- The front of the folder shall have a sheet protector containing a long term or cap-ex needed log.

Line Staff Responsibility:

- Every staff member is responsible for entering any deficiency found on camp in to the paper maintenance log.

Contractor Responsibility:

- 3d Party Supervisors such as the Housekeeping Supervisor, are responsible for entering any deficiency found by their staff in to the paper maintenance log.

Maintenance / Operations Responsibility:

- Maintenance and operations hands need to check the maintenance log at the start of shift, after lunch and 2 hours prior to clocking out for the day.
- All tasks that can be completed by maintenance shall be completed as soon as possible
- Every completed task needs to be notated and signed off by the completing party once the task is complete.
- Projects requiring expenditure above \$100 need to be communicated to the camp manager and have that notated in the maintenance log.
- Report all expenditures for supplies or service to the Camp Manager



Camp Manager Responsibility:

- Audit compliance with the policy
- Track expenses against budget on the Camp Master Inventory.
- Notify for approval via email the General Manager, and Vice President of Operations for any Repair over \$200 for the camp part of the operation.
- Notify for approval via email the General Manager, Director of Culinary Operations and Vice President of Operations for any repair in excess of \$200 on the culinary side of the operation
- Move any cap-ex or long term projects to the long term/cap ex list in the front of the binder as reported.
- Once a Cap Ex project is approved, manager will pull a purchase order and initiate the repair and then notate the log.
- At weeks end, all open projects and capex projects will be added to the weekending inventory for submission.
- At weeks end, maintenance logs are to be scanned and sent to the General Manager, Director of Culinary Operations and VP of Operations.
- Lodge Manager shall keep up on any items that remain on the log on a weekly and ongoing basis to assure projects get completed in a timely manner.
- Follow up with Senior Management in the event guidance or approval is not received promptly.

General Manager and Executive Responsibility:

- Monitor compliance with the policy.
- Evaluate capital intensive repairs and provide timely guidance to the lodge manager regarding completion of the repair.



Uniform Policy
Updated March 2018

This policy supersedes all previous policies.

Purpose: To provide employees with guidelines and to ensure everyone maintains a professional appearance. The image you present sets the stage for our client's perception of our overall performance. A uniform that is neat and clean is important when presenting the appropriate image in the workplace. All Cotton Logistics employees must abide by the uniform policy at all times.

Policy: The following are the minimum requirements of the uniform policy:

- **Hats** – Employees choosing to wear a hat must wear the issued Black and Gray Cotton Logistics Hat.
- **Pants** – Cotton Logistics will provide 8 pairs of pants through Cintas Uniforms to each employee. Each employee will have the ability to choose a combination of either Carhartt Jeans or Khaki Shorts. It should be noted that once the combinations of garments is chosen it cannot be changed.
- **Shirts** – Cotton Logistics will provide 15 Shirts through Cintas Uniforms to each employee. Each employee will have the ability to choose a combination of either Performance Polos or Button up Shirts. It should be noted that once the combinations of garments is chosen it cannot be changed.
- **Loss Fees-** These uniforms are rentals. It is each employee's responsibility to maintain their uniform inventory. Dirty uniforms are to be deposited in the locking dirty drop off box. Failure to return all uniforms at separation from the company will result in a payroll deduction to cover the cost of missing garments. The cost of replacement garments will be provided at the time of measurement.
- **Laundering** – All uniforms that are deposited in the dirty laundry box will be laundered and maintained at cottons expense. Please note that all uniforms deposited for laundering will be returned to the employees' home camp.
- **Casual Friday** – Employees will be allowed to wear any Cotton Logistics Logo shirt or hat on Fridays. Employees will still be required to wear the cotton issued and approved pants provided by Cintas.



- **Failure to comply with the uniform policy will result in disciplinary action up to and including termination for repeat offenders.

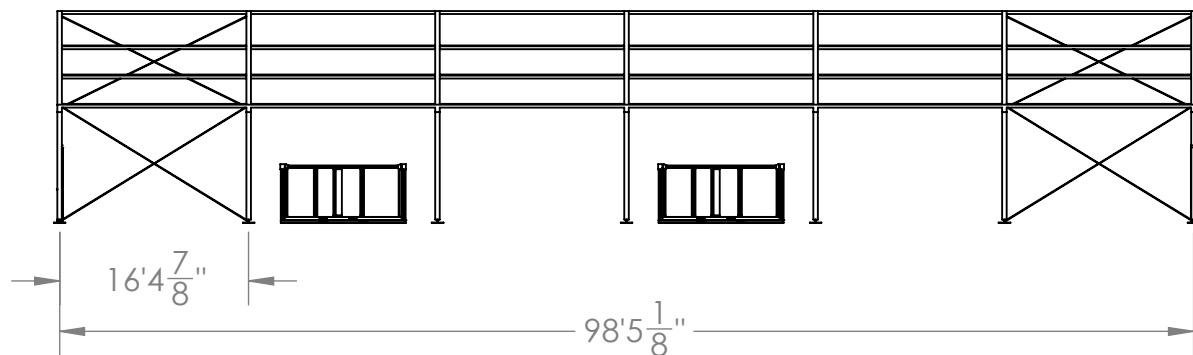
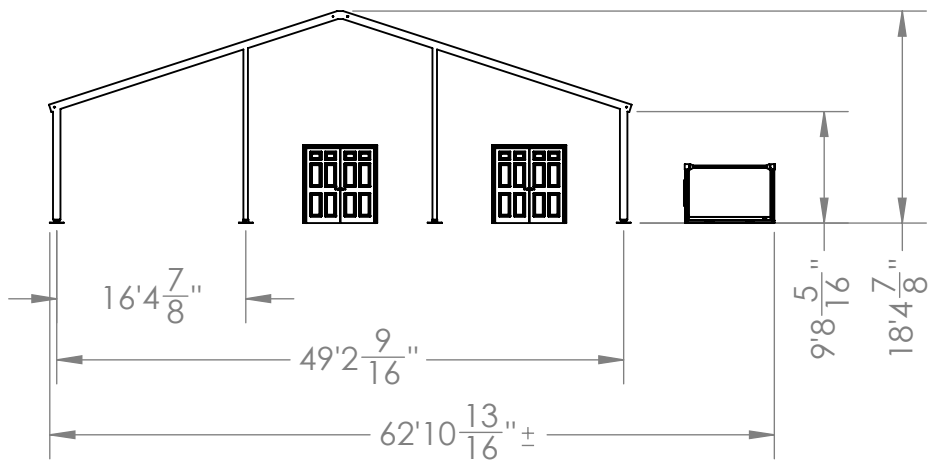
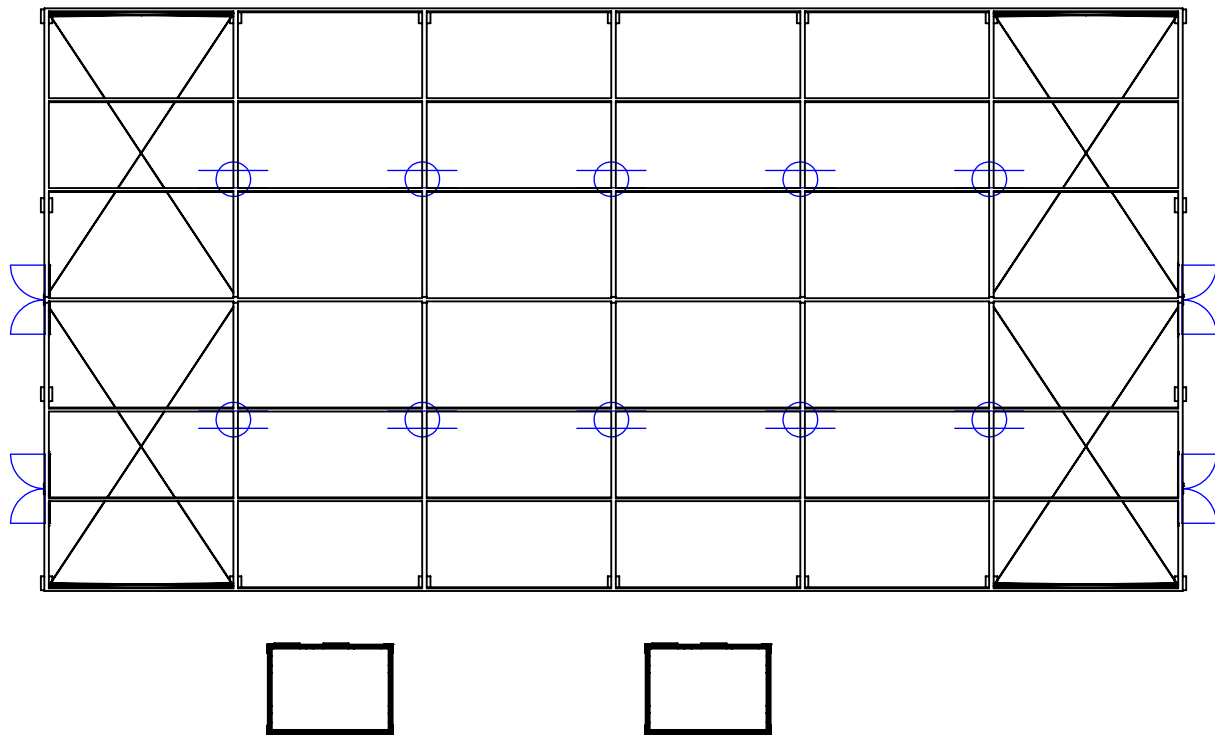
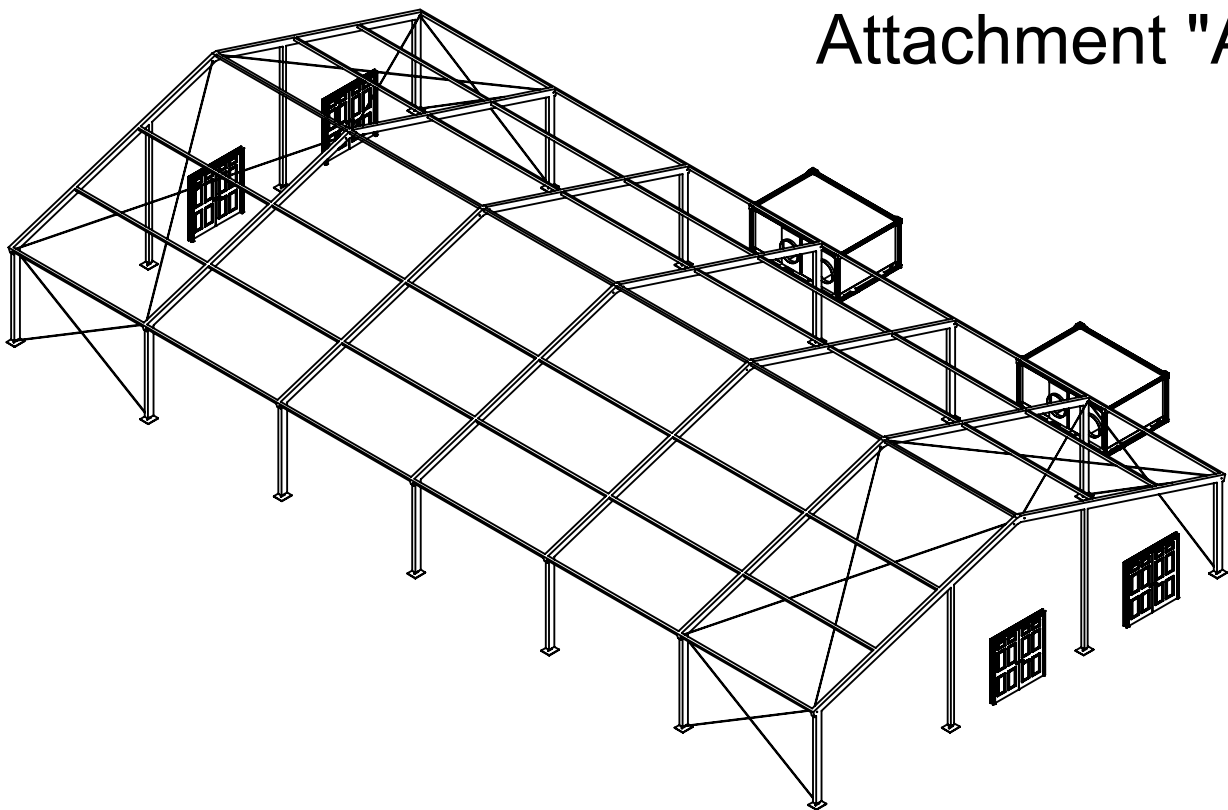
Employee Signature

Date

Supervisor Signature

Date

Attachment "A"



- ACCESSORIES:
- 4- DOUBLE DOORS; 2 PER GABLE
 - 4- EXIT LIGHT KITS
 - 4- FIRE EXTINGUISHERS
 - 10- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 2- 25 TON HVAC UNITS

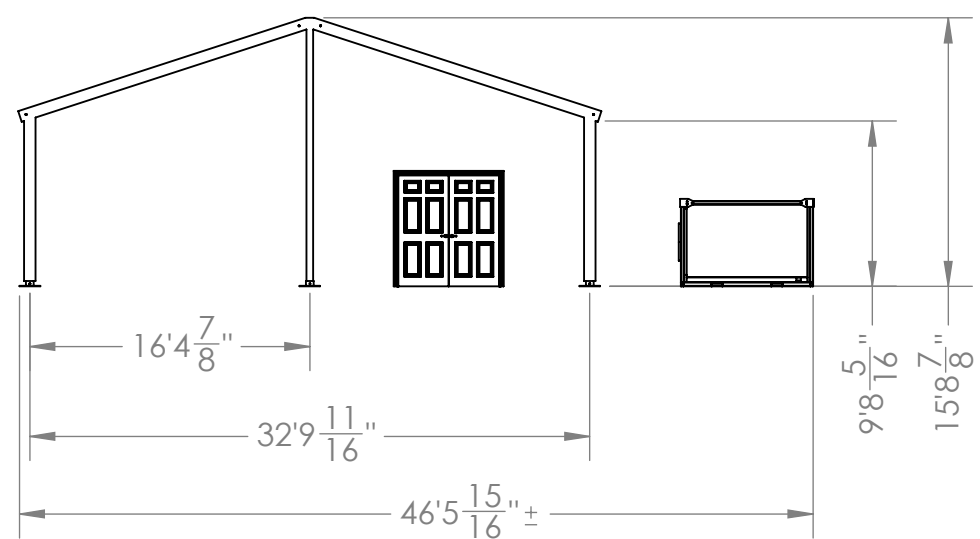
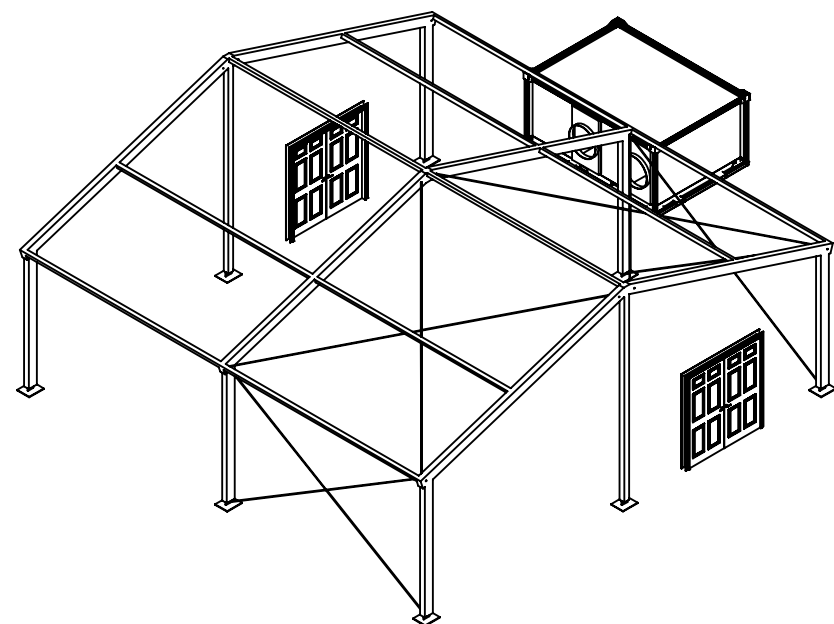
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DIMENSIONS ARE IN FEET
TOLERANCES:
FRACTIONAL: ±
ANGULAR: MACH ±
TWO PLACE DECIMAL ±
THREE PLACE DECIMAL ±
BEND ±
FINISH

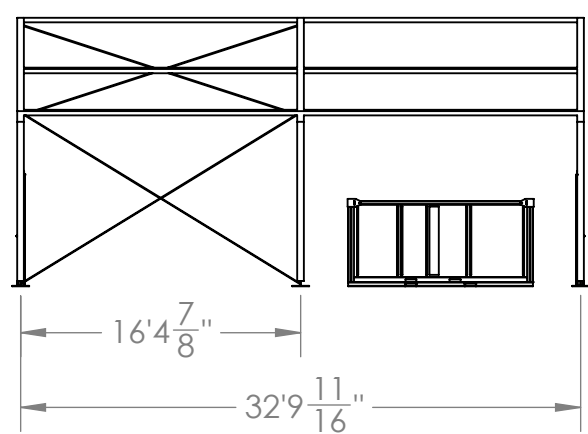
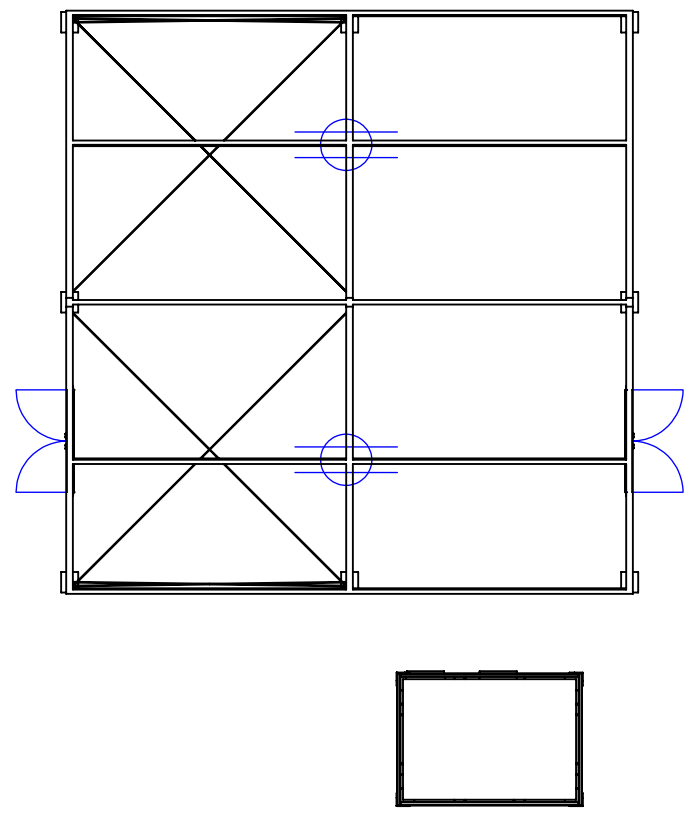


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NAME	DATE
DRAWN	SB 12/3/2018
LAST SAVED	sburks 12/3/2018
PROJECT MGR APPR.	
ENG APPR.	
PROJECT MGR.	
DO NOT SCALE DRAWING	

TITLE: GALVESTON BASE CAMP 100 PERSON CAPACITY SLEEP #1		
SIZE B	DWG. NO. GALVESTON 100 PERSON	REV
SCALE: 1:200	WEIGHT:	SHEET 1 OF 2
COMMENTS: 15Mx30Mx3M H202		



- ACCESSORIES:
- 2- DOUBLE DOORS; 1 PER GABLE
 - 2- EXIT LIGHT KITS
 - 2- FIRE EXTINGUISHERS
 - 2- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 1- 25 TON HVAC UNITS



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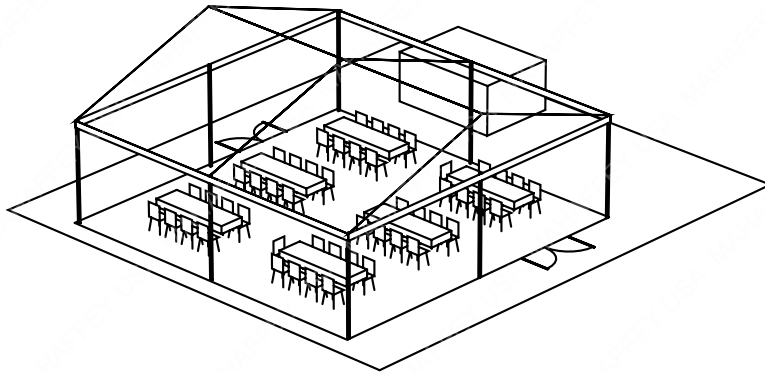
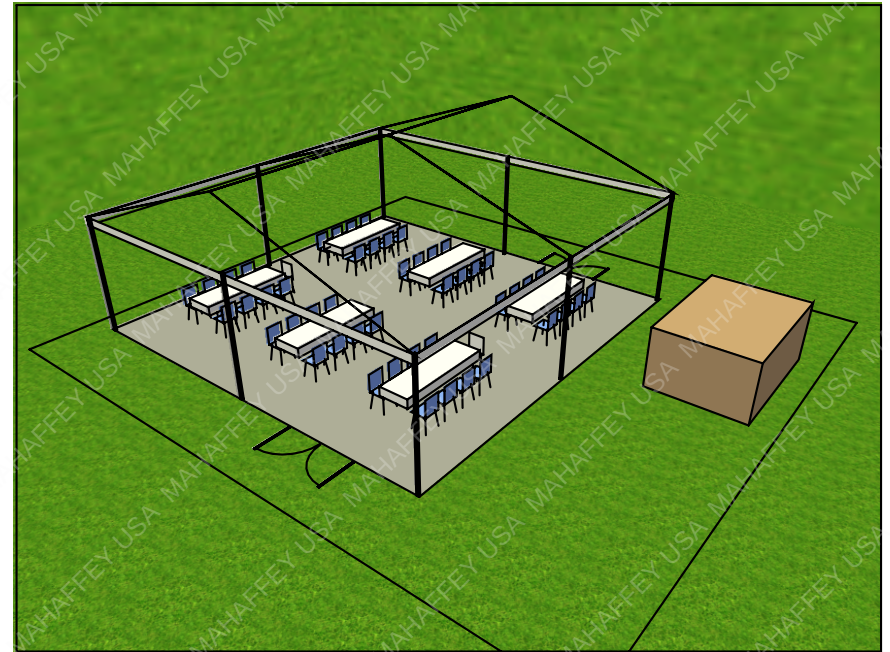
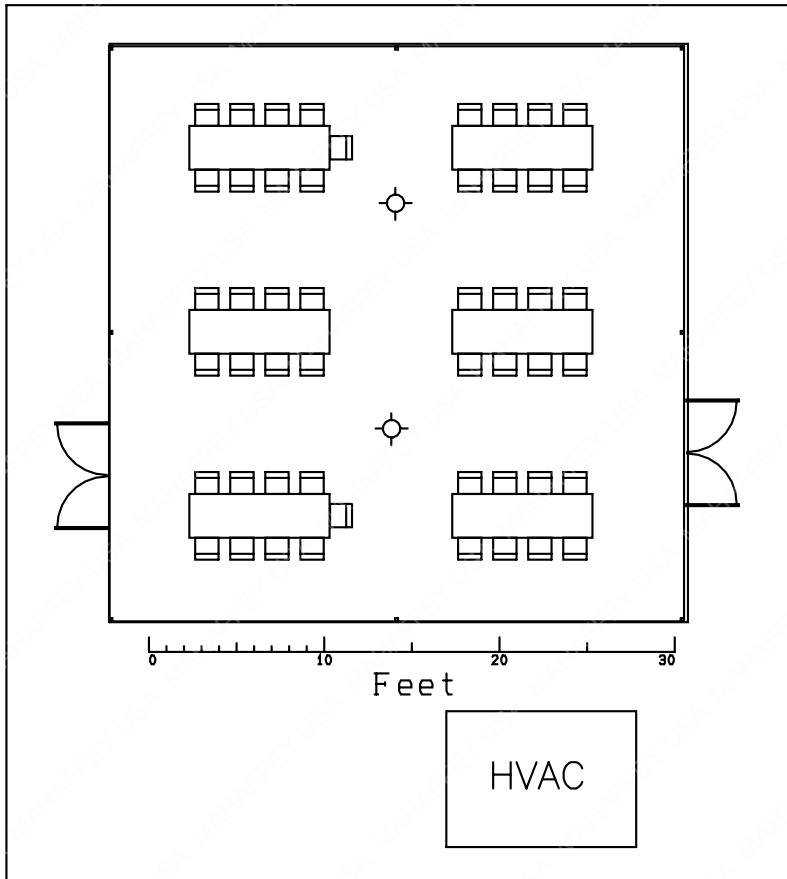
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TOLERANCES:
FRACTIONAL ±
ANGULAR: MACH ± BEND ±
TWO PLACE DECIMAL ±
THREE PLACE DECIMAL ±

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	NAME	DATE
DRAWN	SB	12/3/2018
LAST SAVED	sburks	12/3/2018
PROJECT MGR APPR.		
ENG APPR.		
PROJECT MGR.		
DO NOT SCALE DRAWING		

TITLE: GALVESTON BASE CAMP 100 PERSON CAPACITY DINING #1		
SIZE B	DWG. NO. GALVESTON 100 PERSON	REV
SCALE: 1:135	WEIGHT:	SHEET 2 OF 2
COMMENTS: 10Mx10Mx3M H202		



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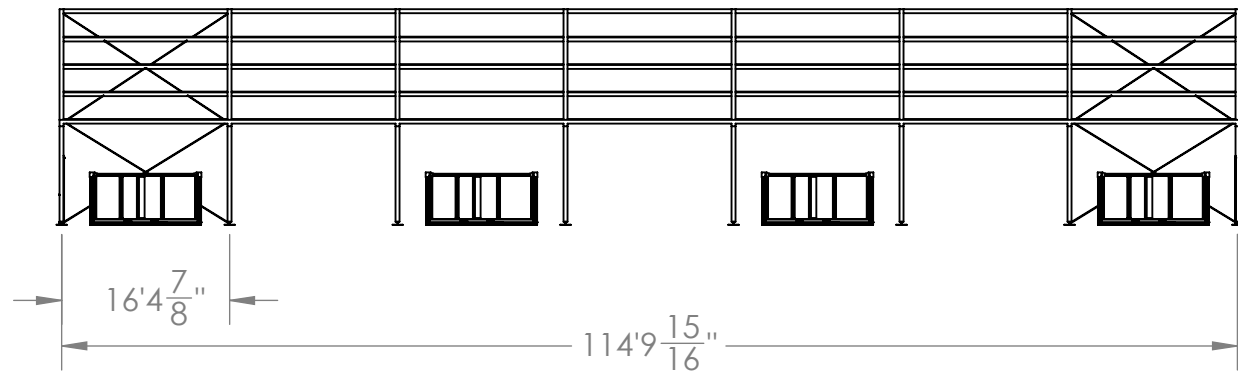
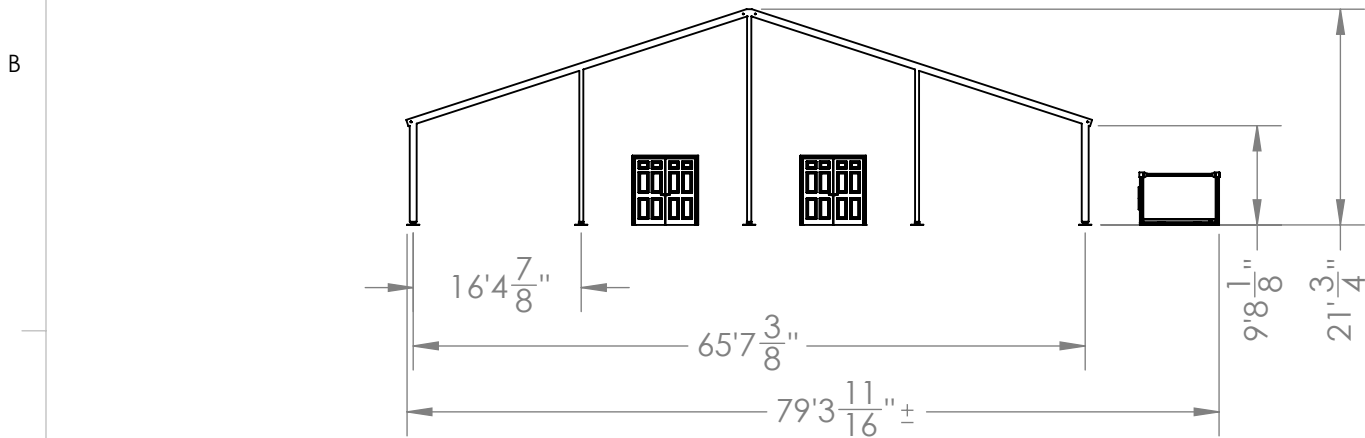
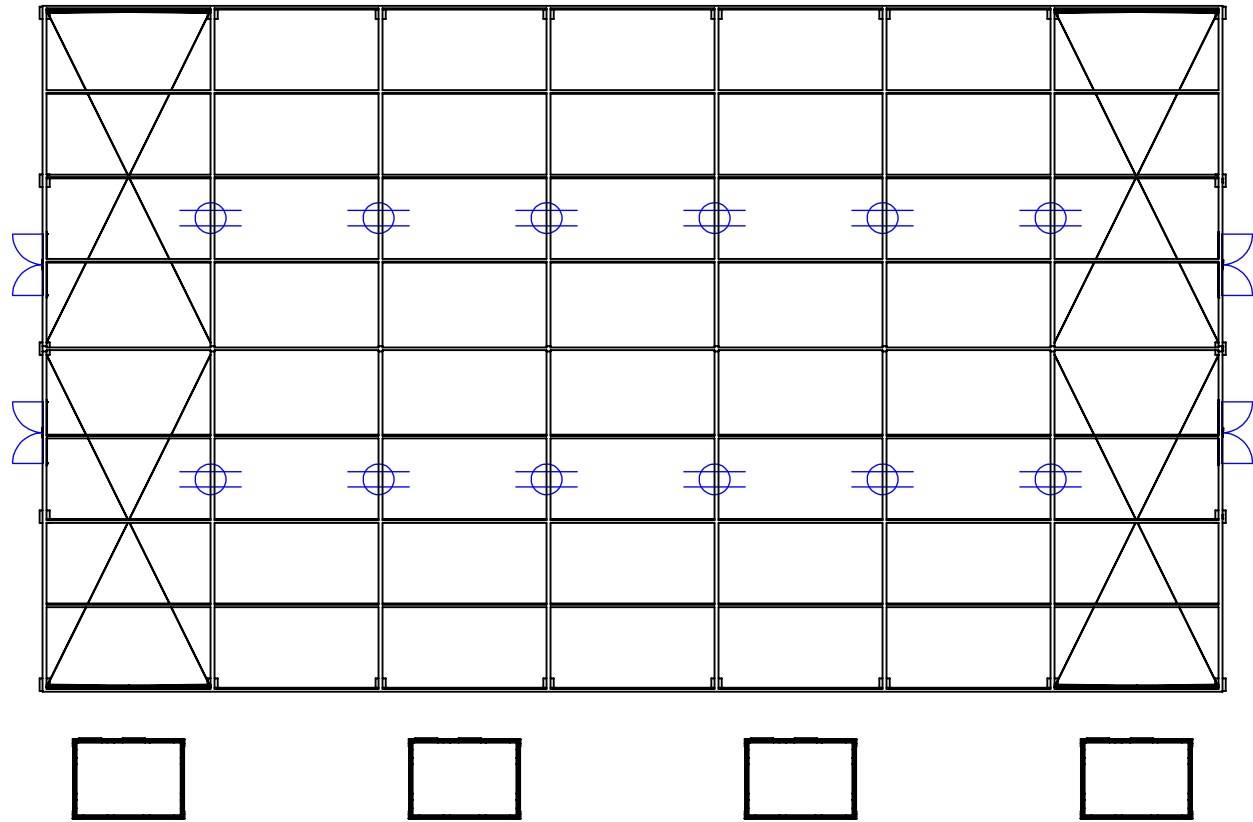
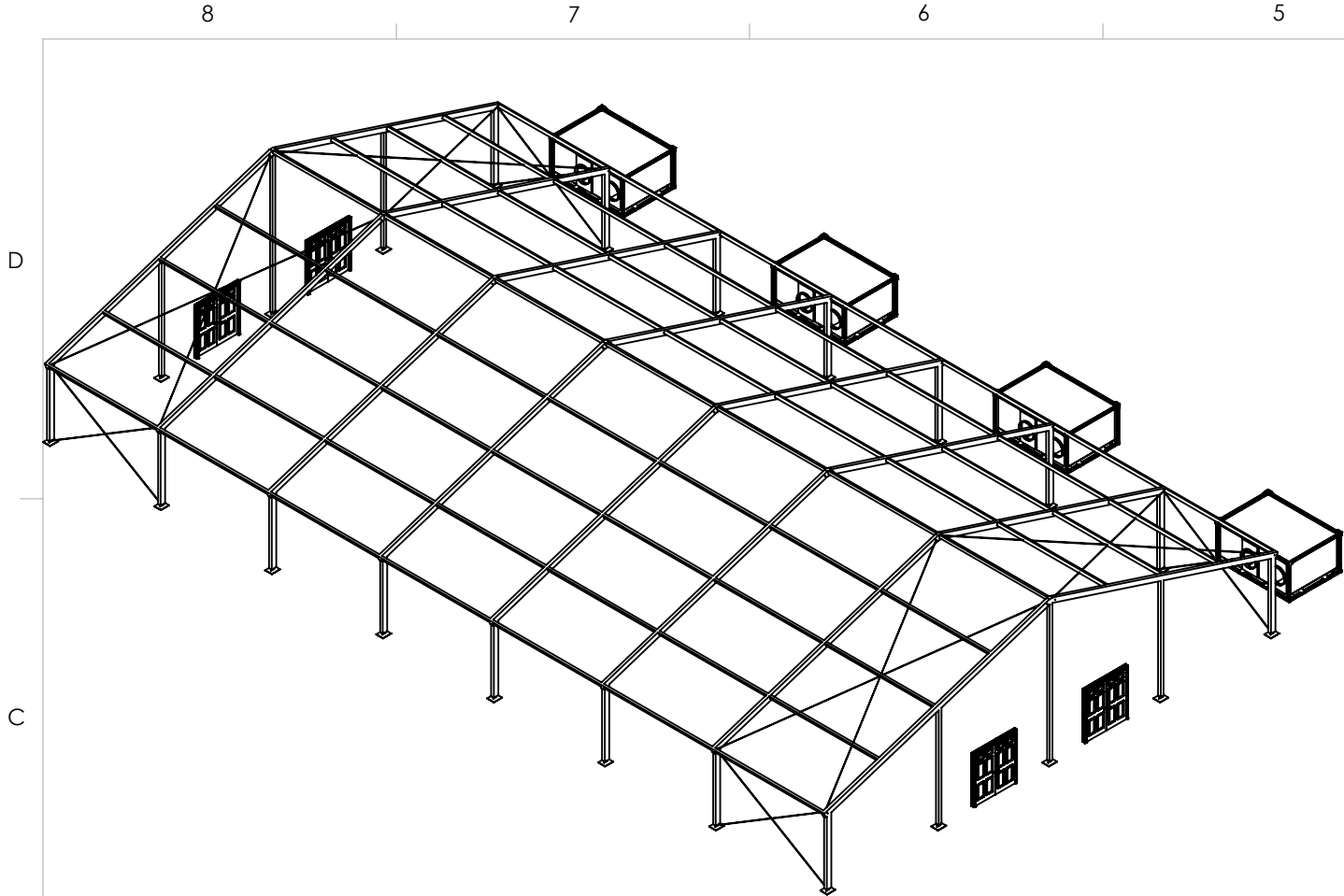
		
www.mahaffeyusa.com		
	NAME	DATE
DRAWN BY	SB	12/03/18
PROJECT MGR.	MH	12/03/18

TITLE:

**GALVESTON BASE CAMP
100 PERSON CAPACITY
DINING #1**

COMMENTS:

**10Mx10Mx3M H202
50- CHAIRS
6- 8' TABLES**



- ACCESSORIES:
- 4- DOUBLE DOORS; 2 PER GABLE
 - 4- EXIT LIGHT KITS
 - 4- FIRE EXTINGUISHERS
 - 12- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 4- 25 TON HVAC UNITS

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THREE PLACE DECIMAL ±

INTERPRET GEOMETRIC
TOLERANCING PER:
MATERIAL
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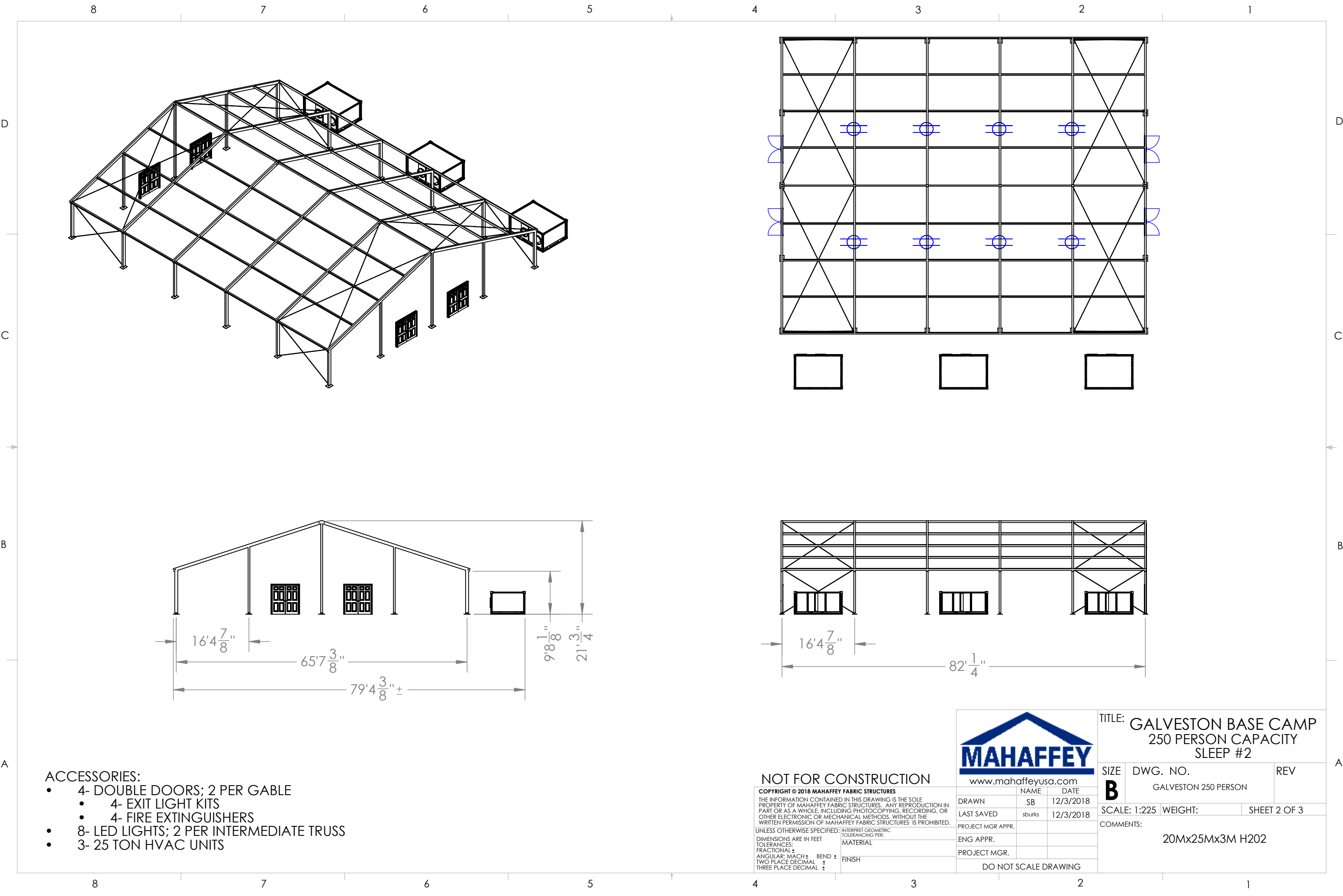
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250 PERSON CAPACITY
SLEEP #1

SIZE DWG. NO. REV
B GALVESTON 250 PERSON

SCALE: 1:225 WEIGHT: SHEET 1 OF 3

COMMENTS:
20Mx35Mx3M H202



- ACCESSORIES:
- 4- DOUBLE DOORS; 2 PER GABLE
 - 4- EXIT LIGHT KITS
 - 4- FIRE EXTINGUISHERS
 - 8- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 3- 25 TON HVAC UNITS

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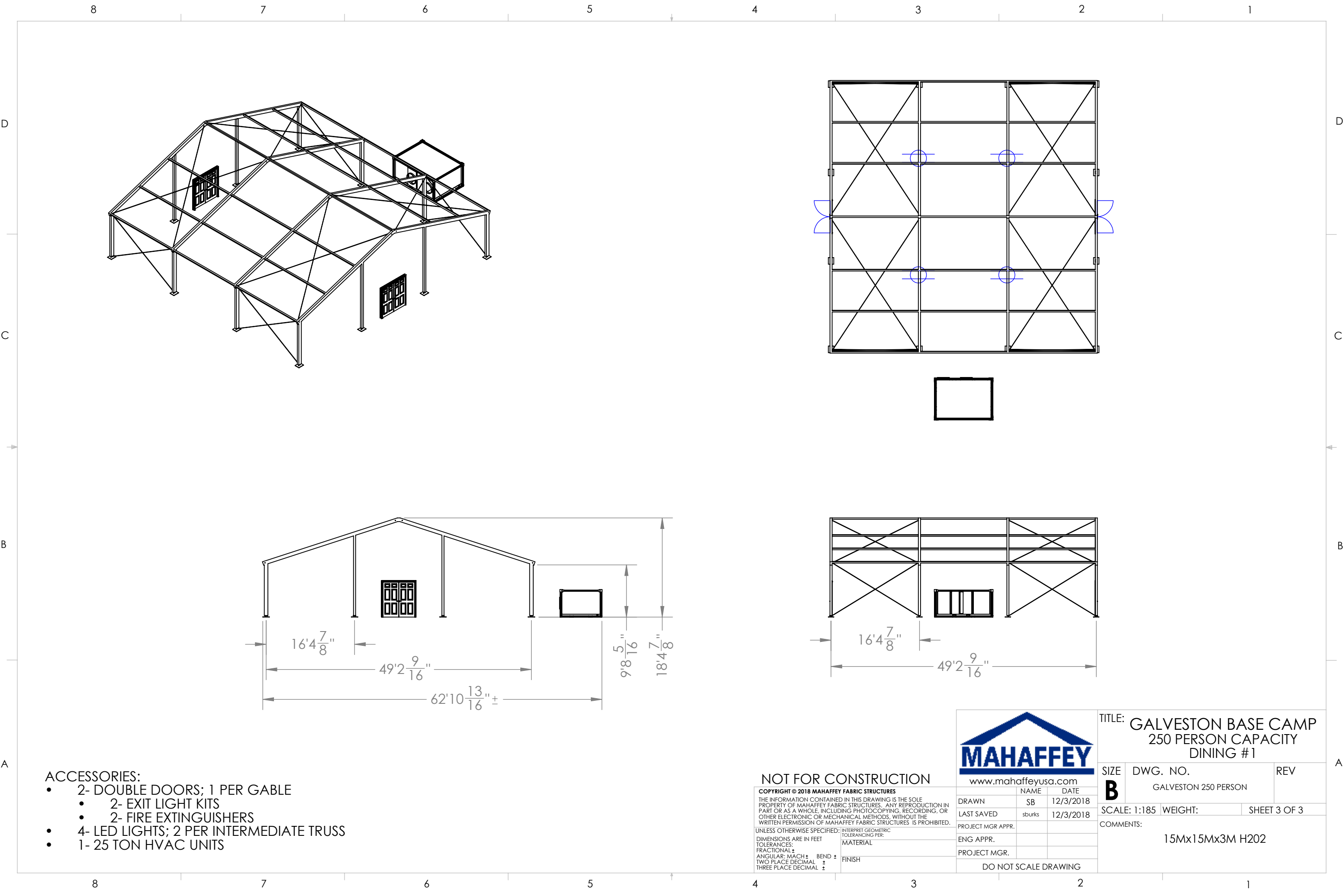
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MATERIAL
FINISH



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ENG APPR.		
PROJECT MGR.		

TITLE: GALVESTON BASE CAMP 250 PERSON CAPACITY SLEEP #2		
SIZE B	DWG. NO. GALVESTON 250 PERSON	REV
SCALE: 1:225	WEIGHT:	SHEET 2 OF 3
COMMENTS: 20Mx25Mx3M H202		

DO NOT SCALE DRAWING



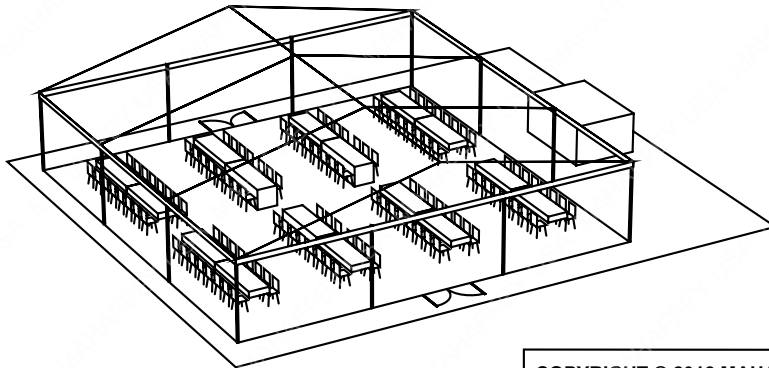
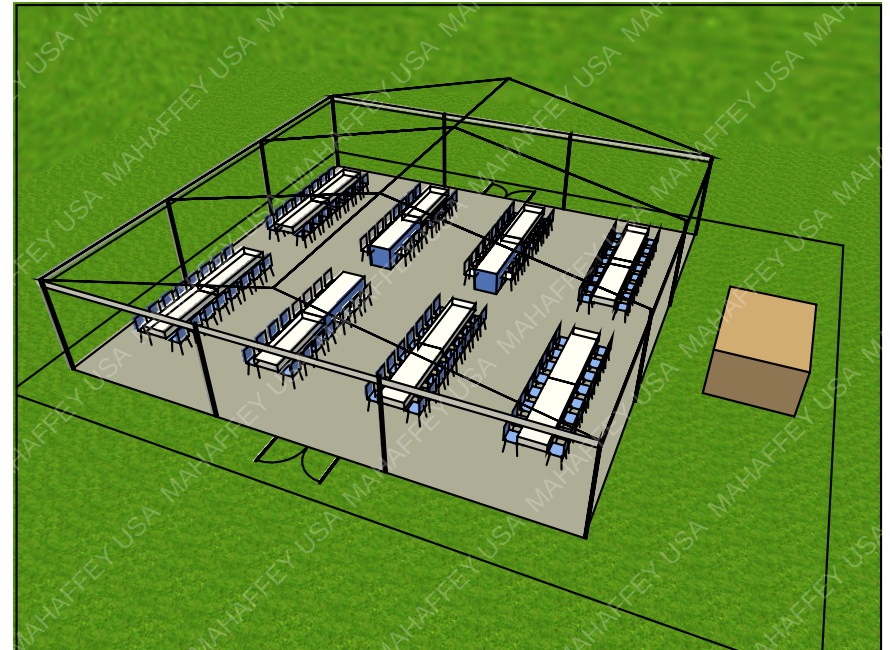
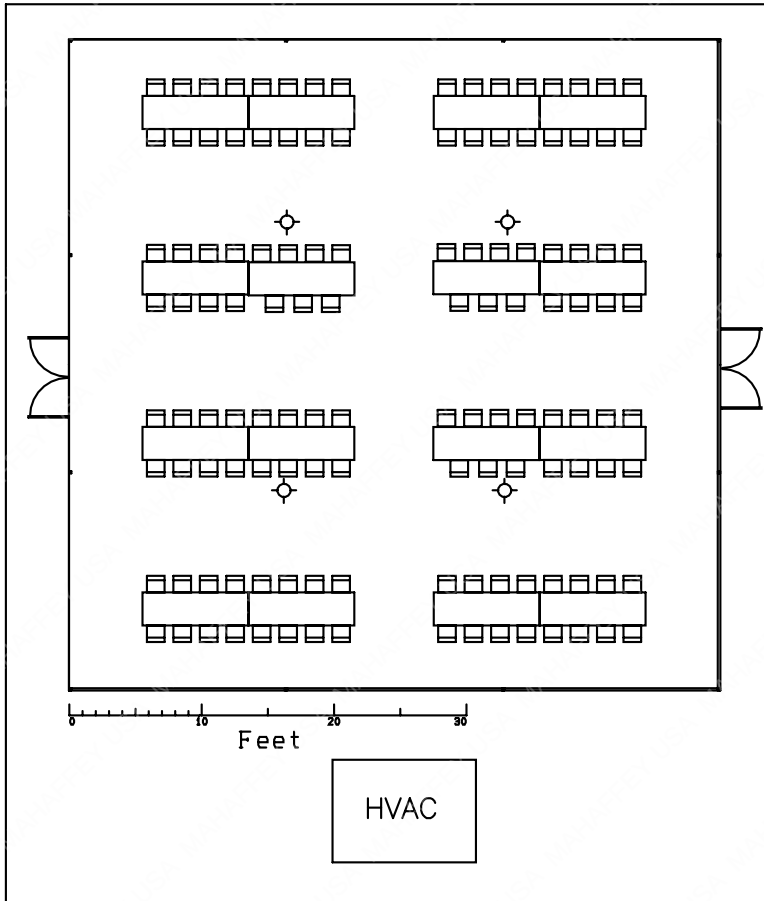
- ACCESSORIES:
- 2- DOUBLE DOORS; 1 PER GABLE
 - 2- EXIT LIGHT KITS
 - 2- FIRE EXTINGUISHERS
 - 4- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 1- 25 TON HVAC UNITS

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TOLERANCES:
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ANGULAR: MACH ± BEND ±
TWO PLACE DECIMAL ±
THREE PLACE DECIMAL ±

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PROJECT MGR.		
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TITLE: GALVESTON BASE CAMP 250 PERSON CAPACITY DINING #1		
SIZE B	DWG. NO. GALVESTON 250 PERSON	REV
SCALE: 1:185	WEIGHT:	SHEET 3 OF 3
COMMENTS: 15Mx15Mx3M H202		



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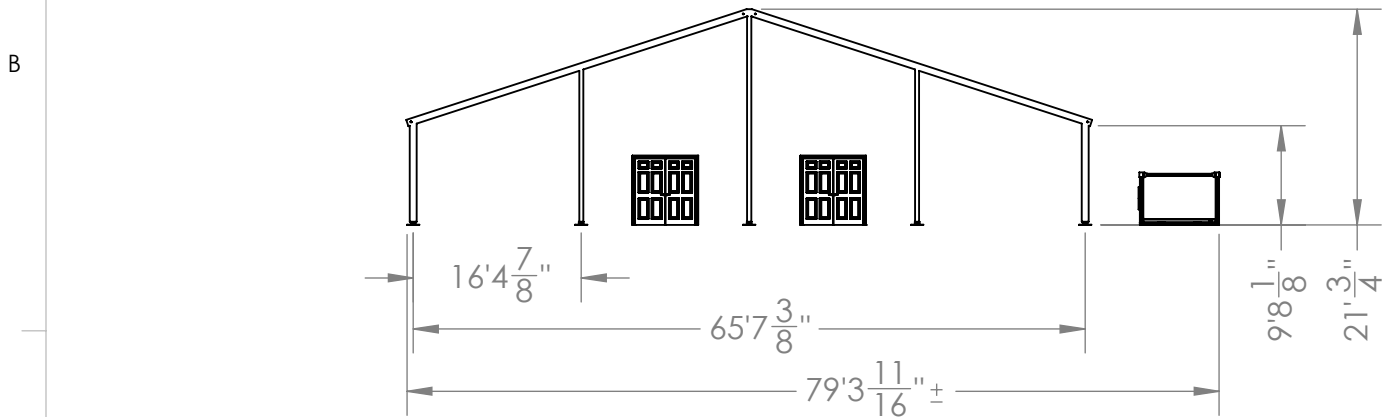
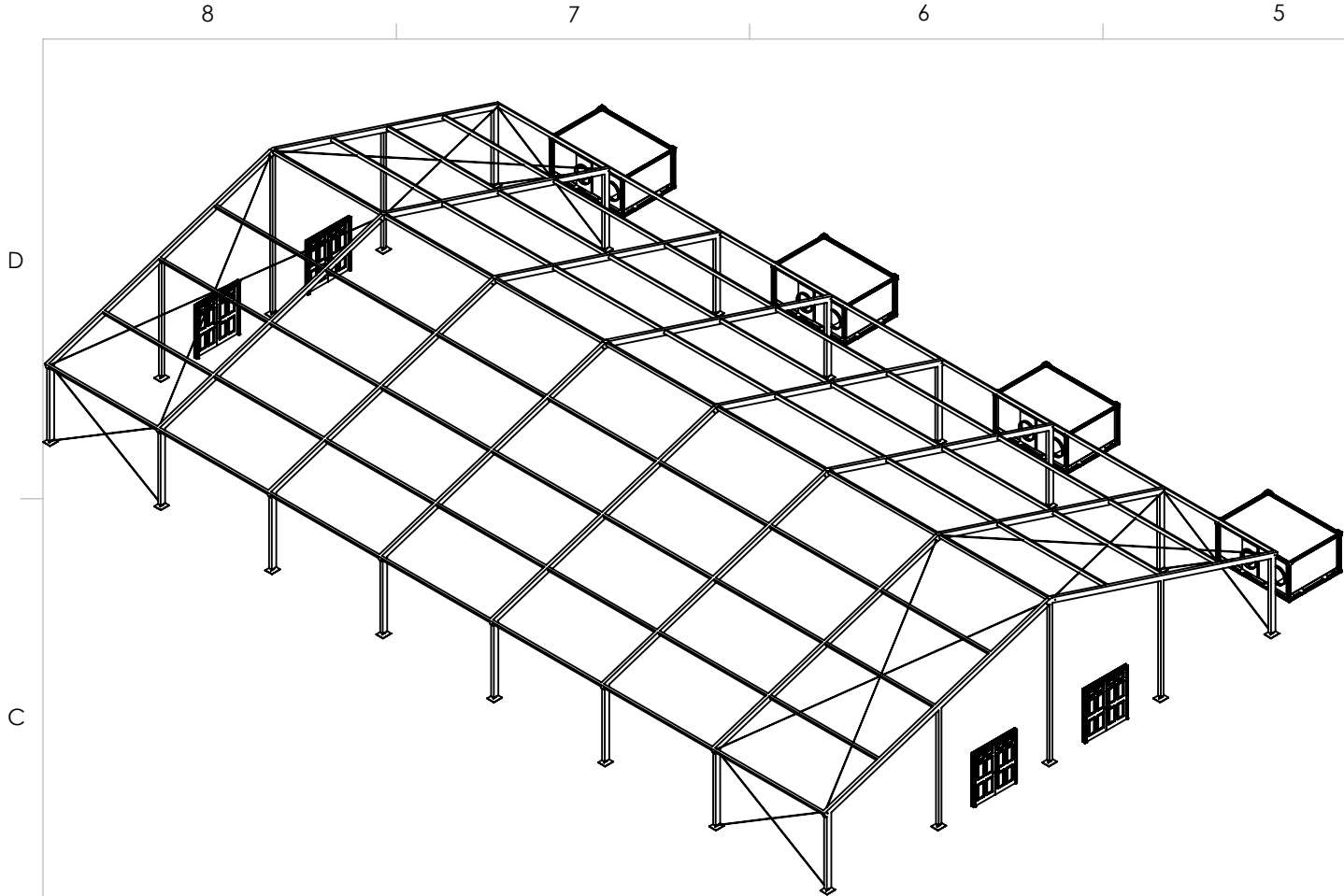
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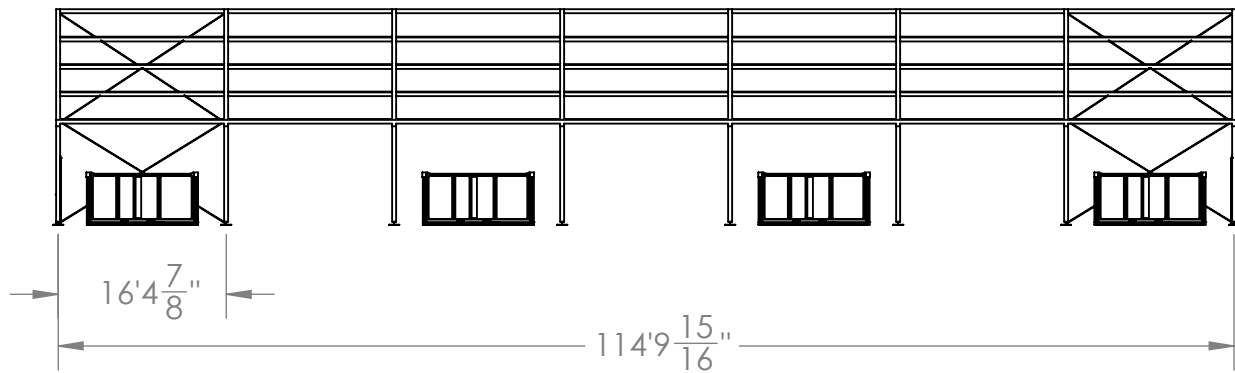
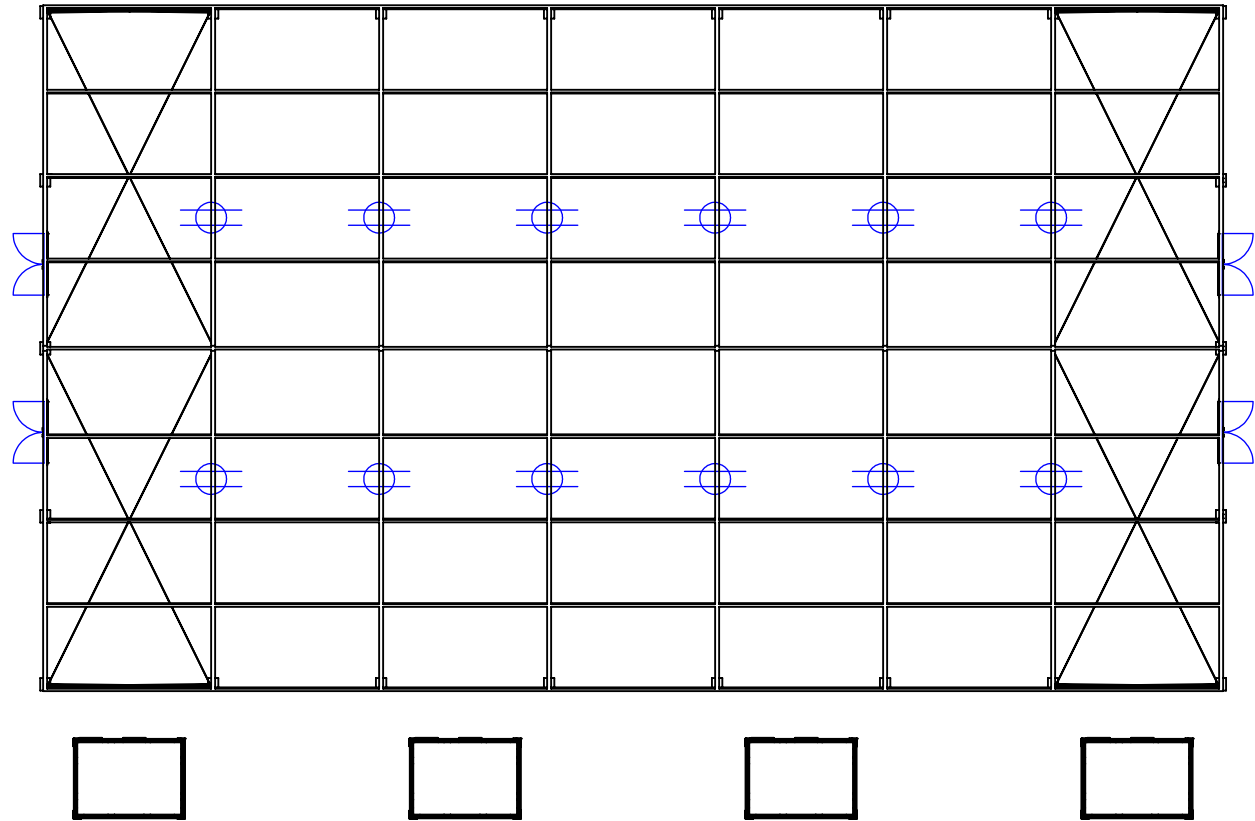
		
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DRAWN BY	NAME	DATE
PROJECT MGR.	MH	12/03/18

TITLE:
GALVESTON BASE CAMP
500 PERSON CAPACITY
DINING #1

COMMENTS:
 15Mx15Mx3M H202
 125- CHAIRS
 16- 8' TABLES



- ACCESSORIES:
- 4- DOUBLE DOORS; 2 PER GABLE
 - 4- EXIT LIGHT KITS
 - 4- FIRE EXTINGUISHERS
 - 12- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 4- 25 TON HVAC UNITS



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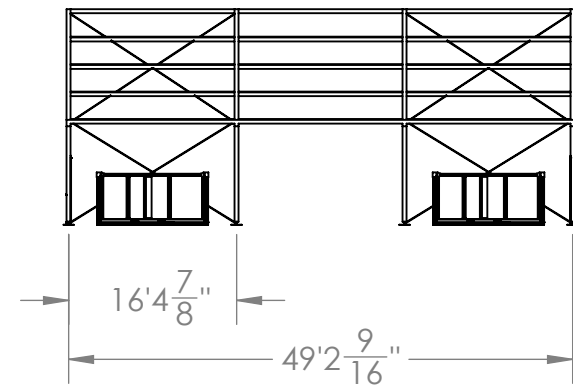
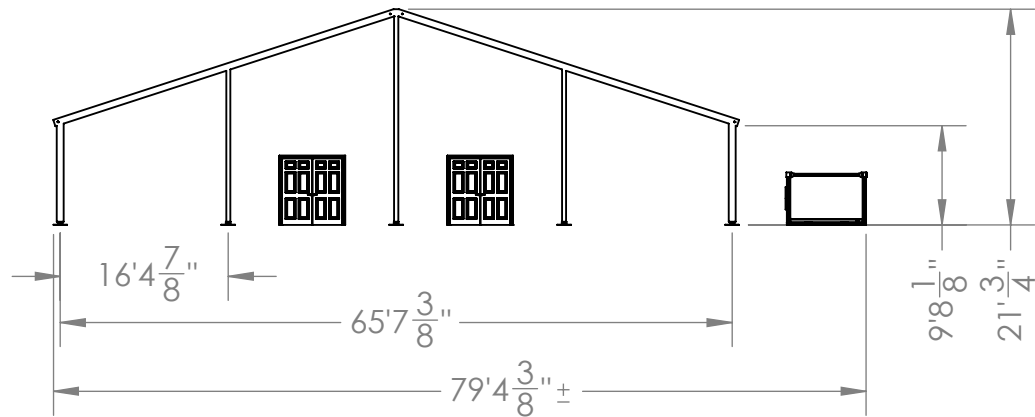
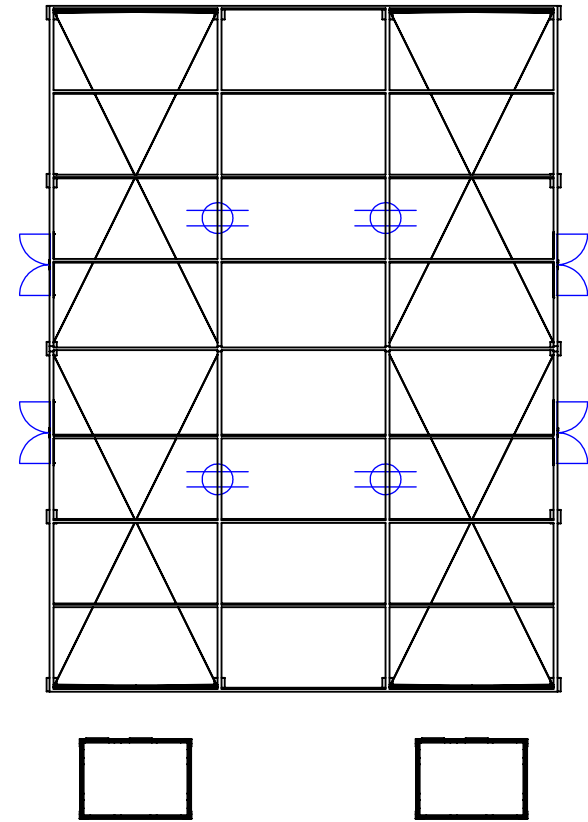
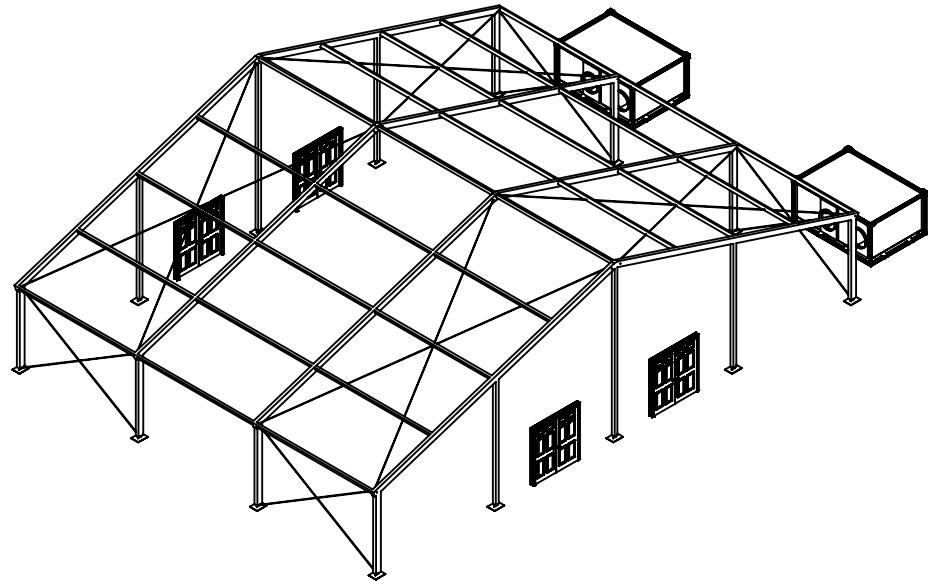
DO NOT SCALE DRAWING

TITLE: GALVESTON BASE CAMP
500 PERSON CAPACITY
SLEEP #1, #2, #3

SIZE **B** DWG. NO. GALVESTON 500 PERSON REV

SCALE: 1:225 WEIGHT: SHEET 1 OF 3

COMMENTS:
20Mx35Mx3M H202



- ACCESSORIES:
- 4- DOUBLE DOORS; 2 PER GABLE
 - 4- EXIT LIGHT KITS
 - 4- FIRE EXTINGUISHERS
 - 4- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 2- 25 TON HVAC UNITS

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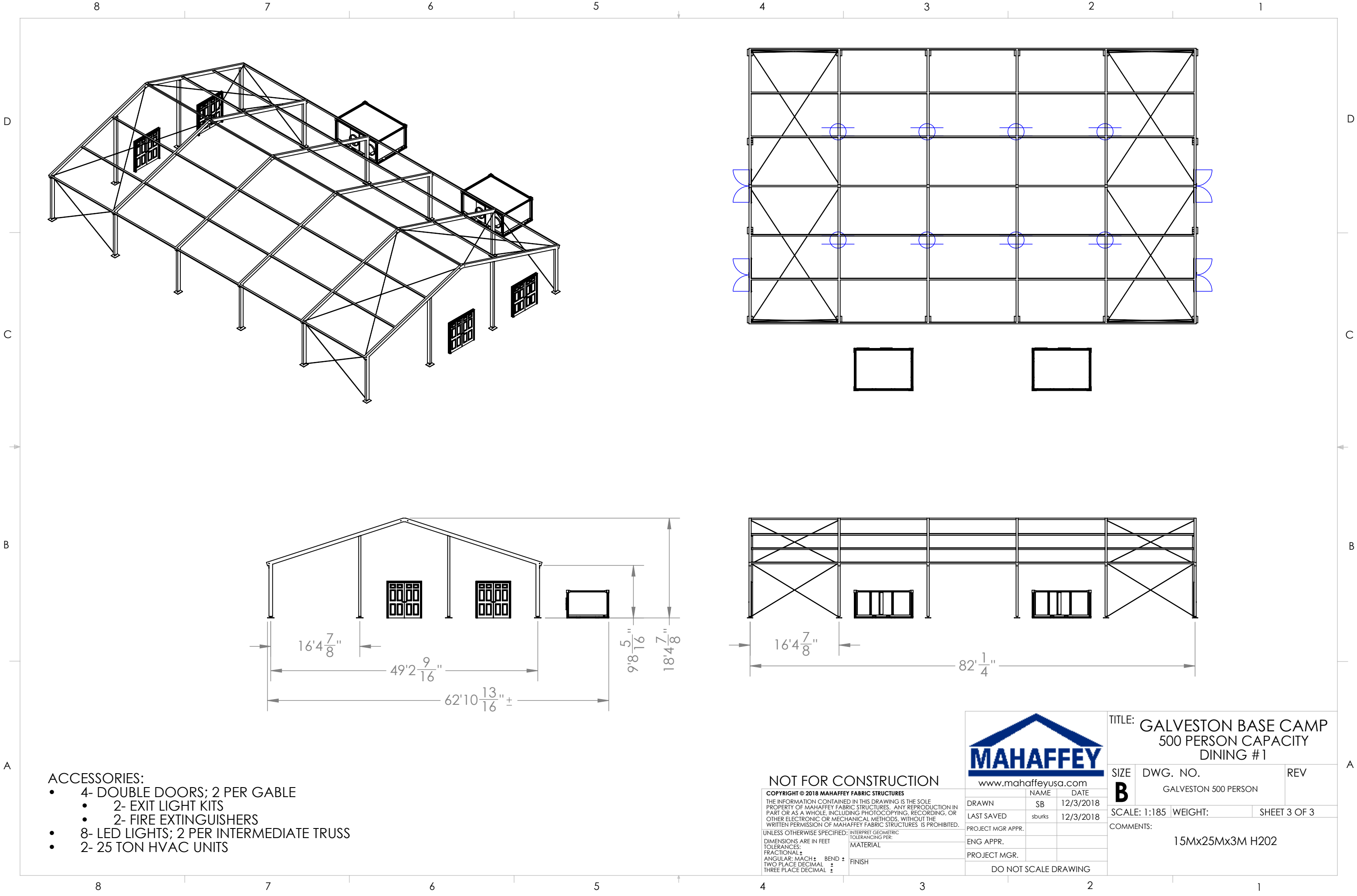
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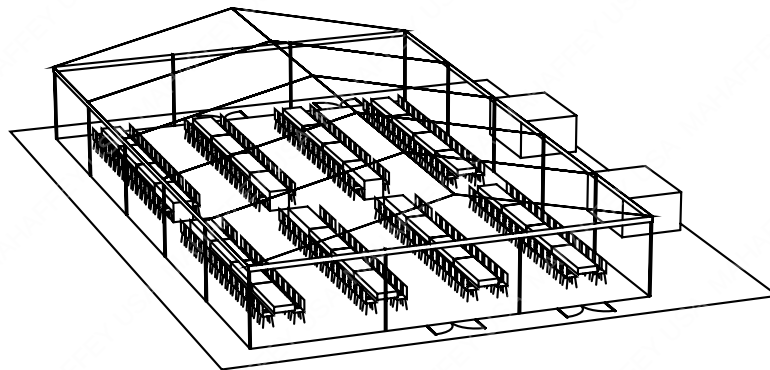
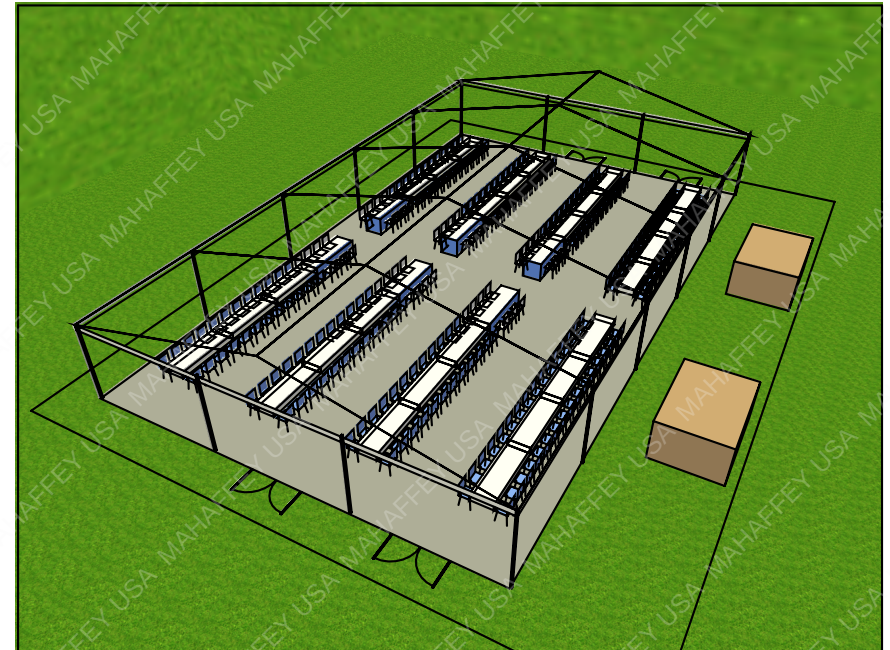
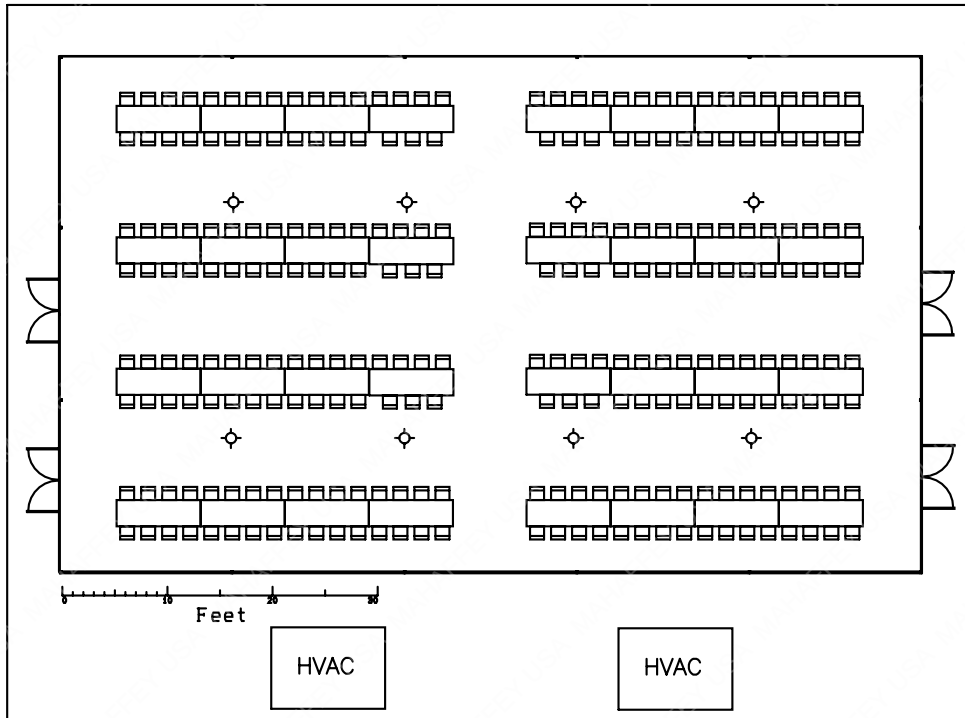


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TITLE: GALVESTON BASE CAMP
500 PERSON CAPACITY
SLEEP #4

SIZE	DWG. NO.	REV
B	GALVESTON 500 PERSON	
SCALE: 1:225		WEIGHT:
COMMENTS:		SHEET 2 OF 3
20Mx15Mx3M H202		





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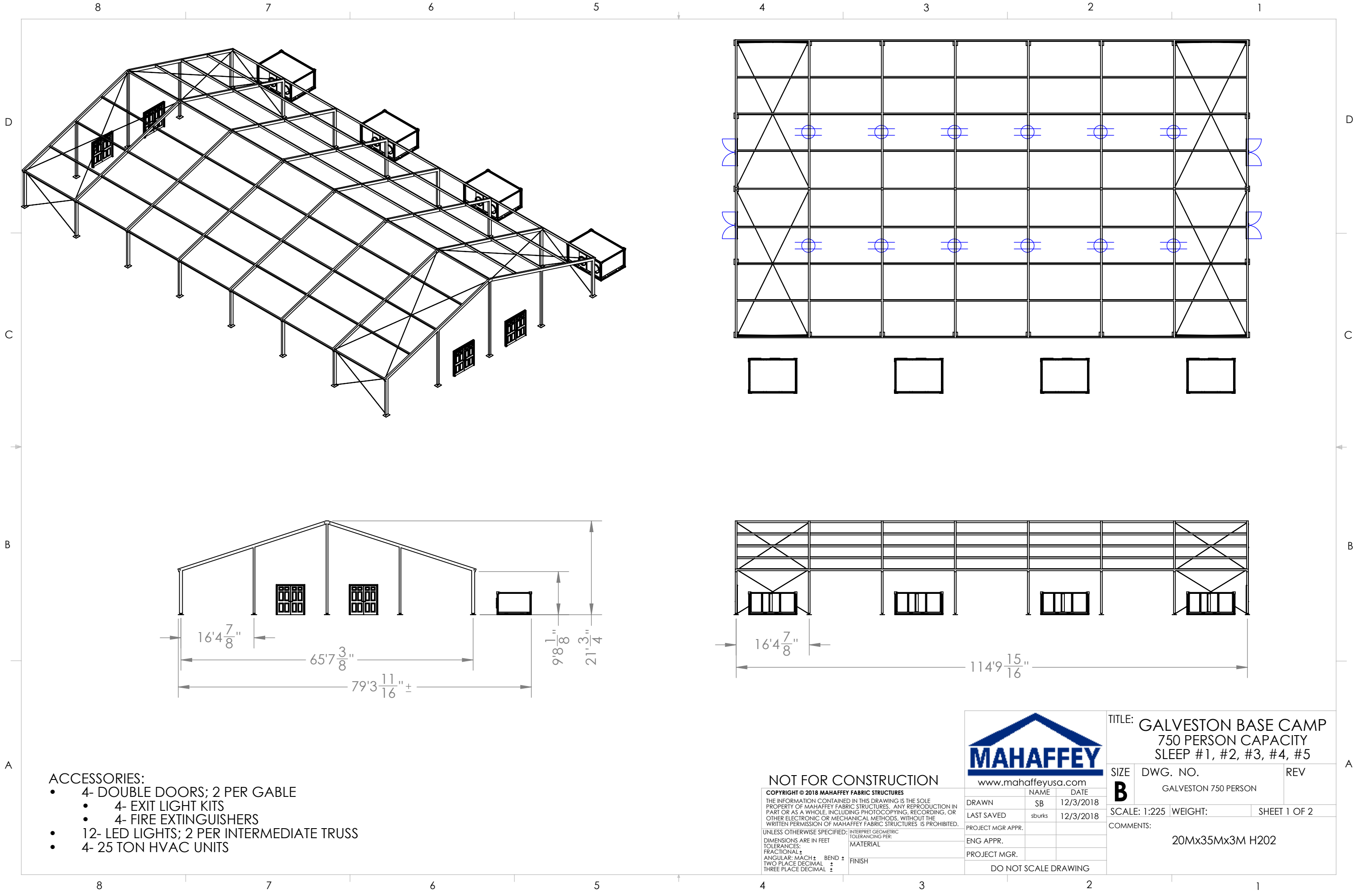
		
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PROJECT MGR.		
SB	MH	12/03/18
		12/03/18

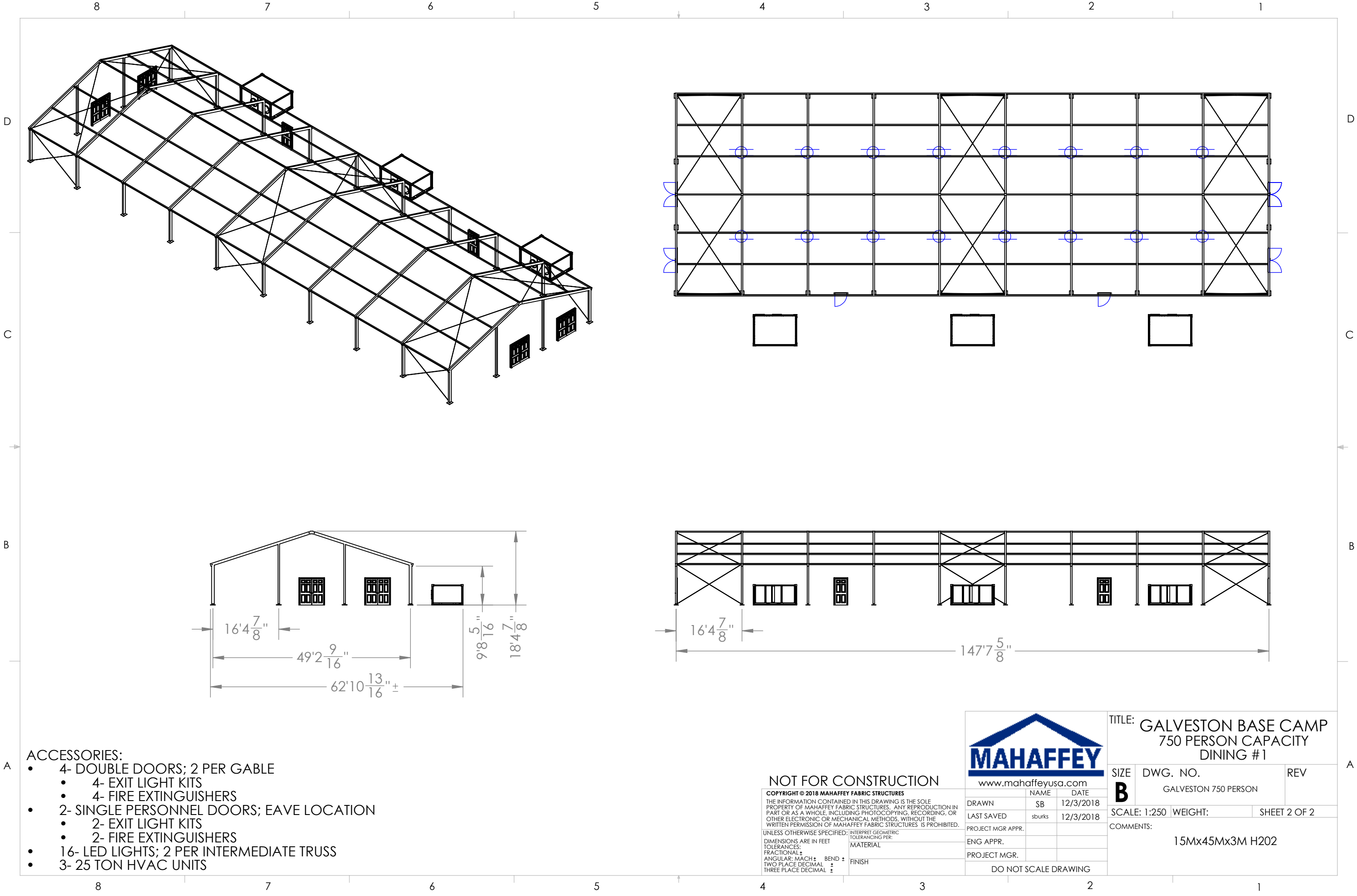
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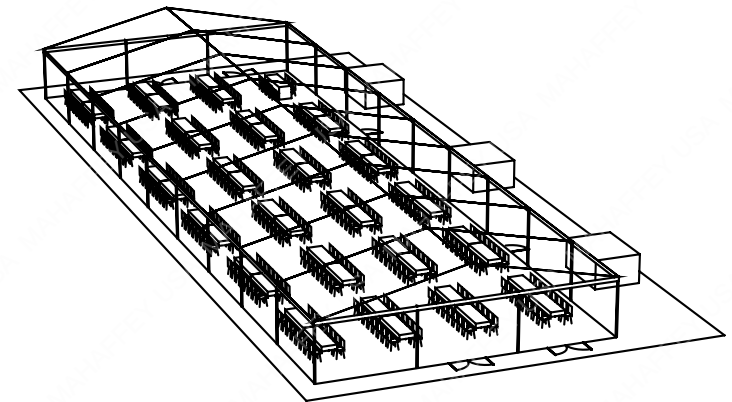
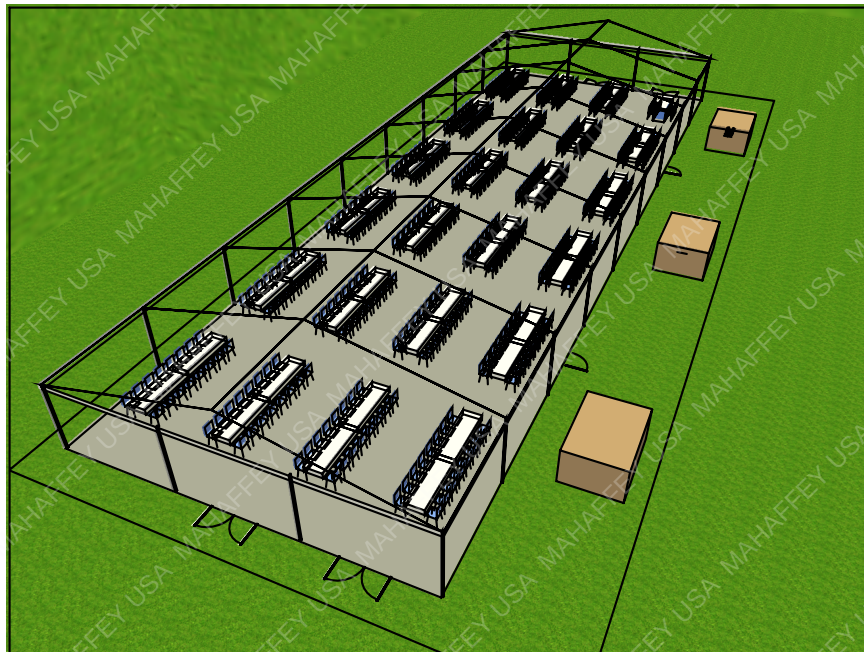
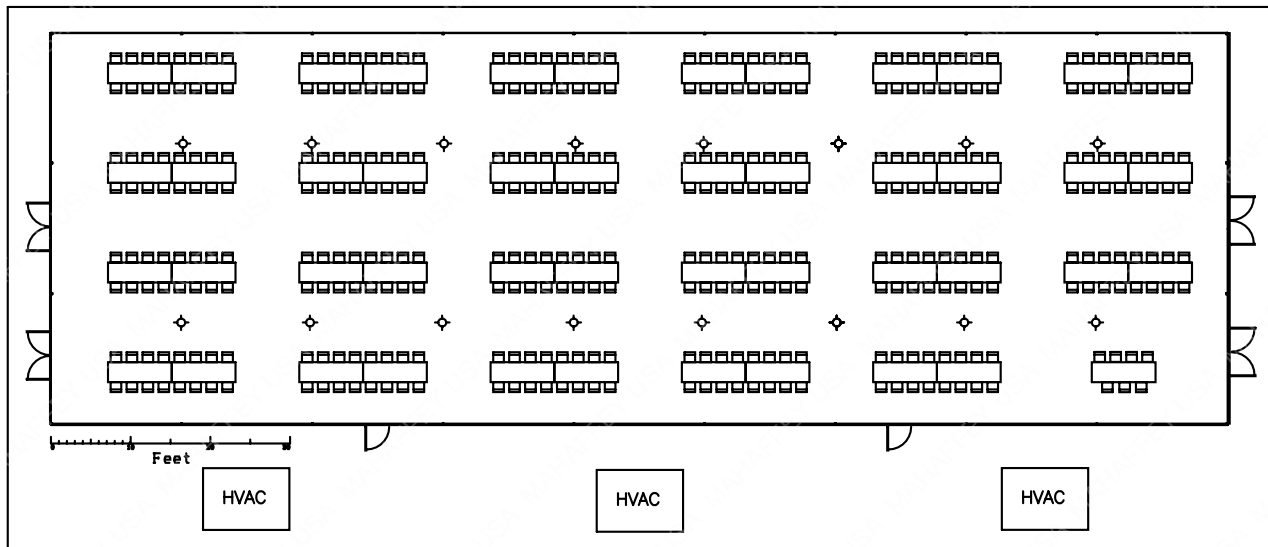
**GALVESTON BASE CAMP
500 PERSON CAPACITY
DINING #1**

COMMENTS:

15Mx25Mx3M H202
250- CHAIRS
32- 8' TABLES







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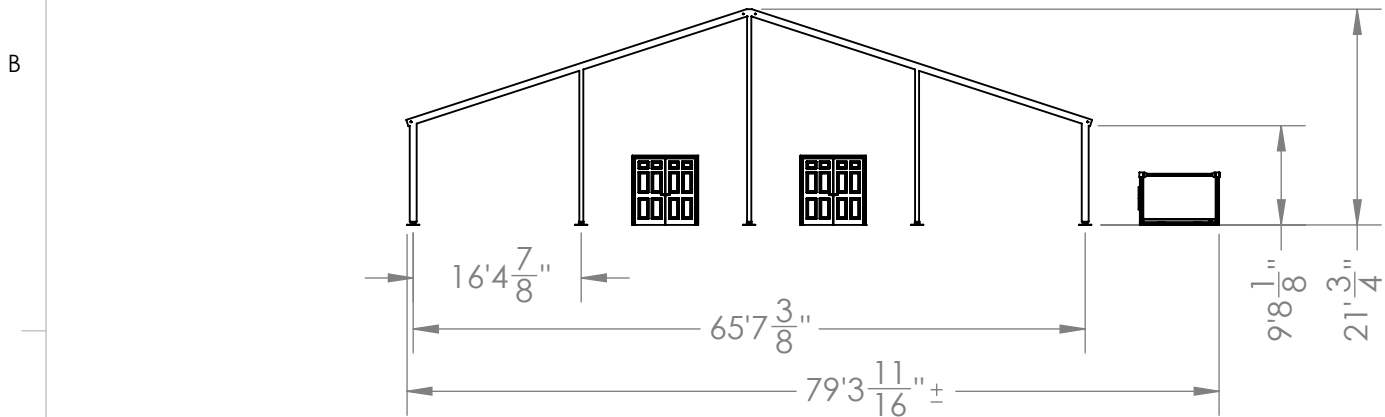
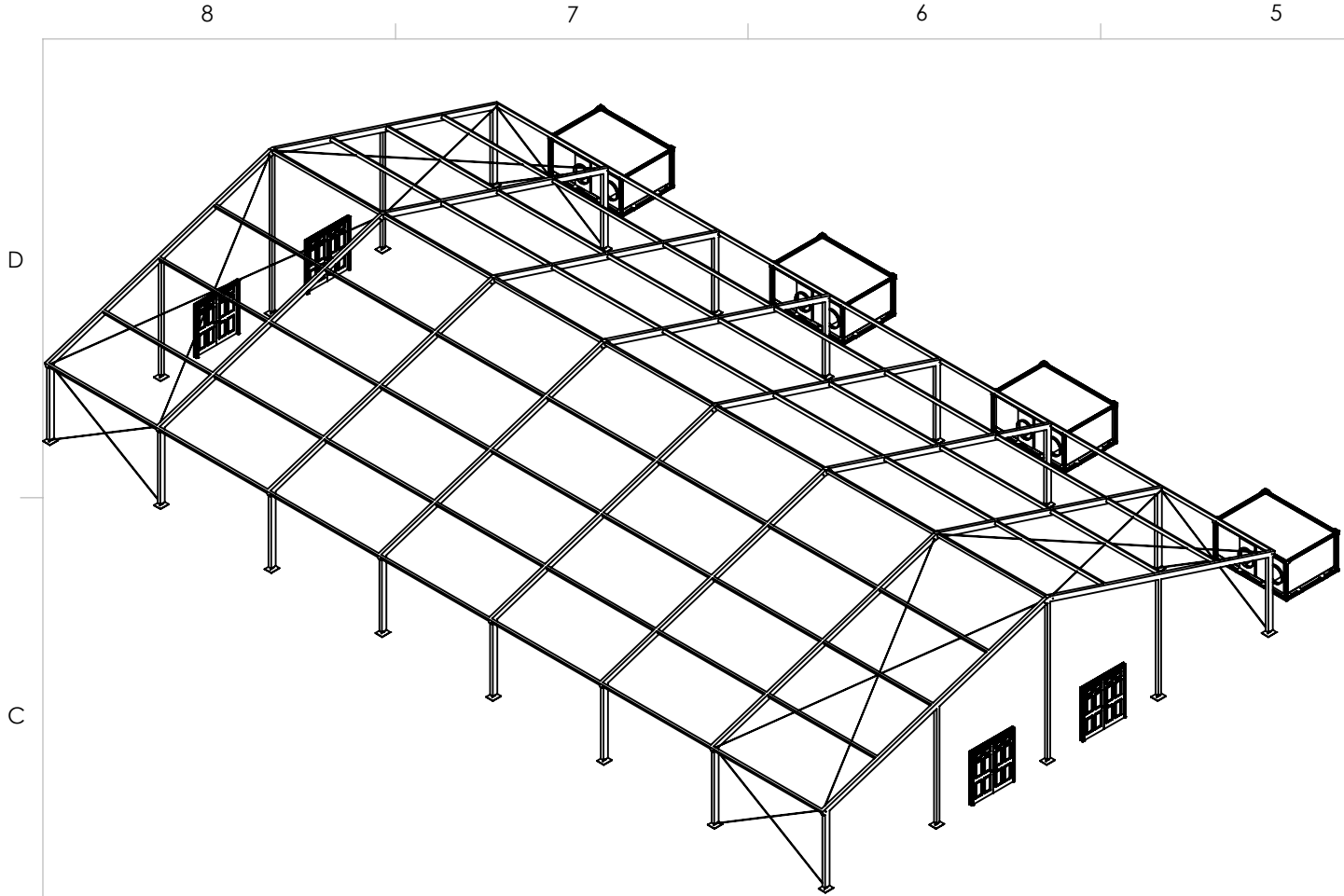
		
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PROJECT MGR.	SB	12/03/18
	MH	12/03/18

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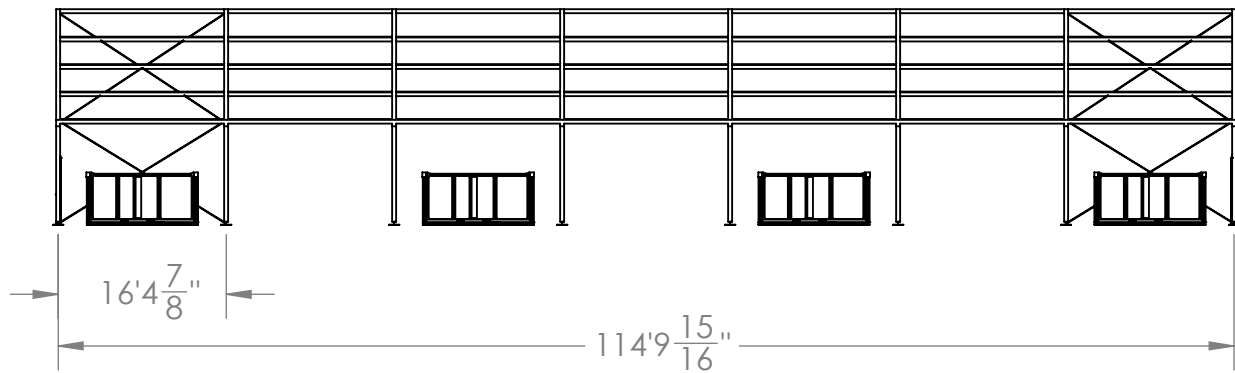
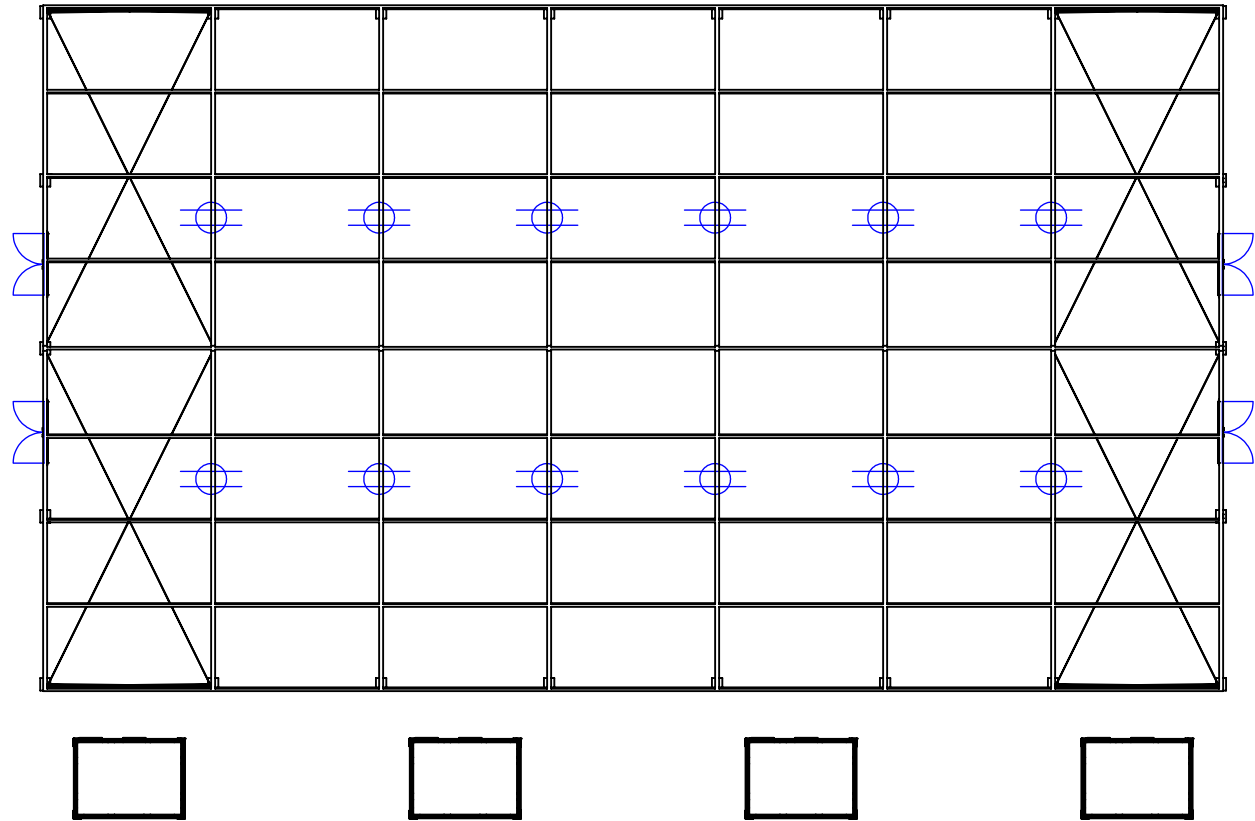
**GALVESTON BASE CAMP
750 PERSON CAPACITY
DINING #1**

COMMENTS:

**15Mx45Mx3M H202
375- CHAIRS
47- 8' TABLES**



- ACCESSORIES:
- 4- DOUBLE DOORS; 2 PER GABLE
 - 4- EXIT LIGHT KITS
 - 4- FIRE EXTINGUISHERS
 - 12- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
 - 4- 25 TON HVAC UNITS



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PROJECT MGR.		

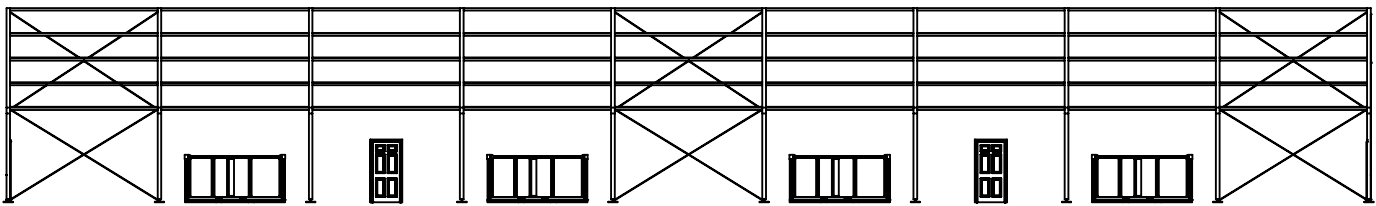
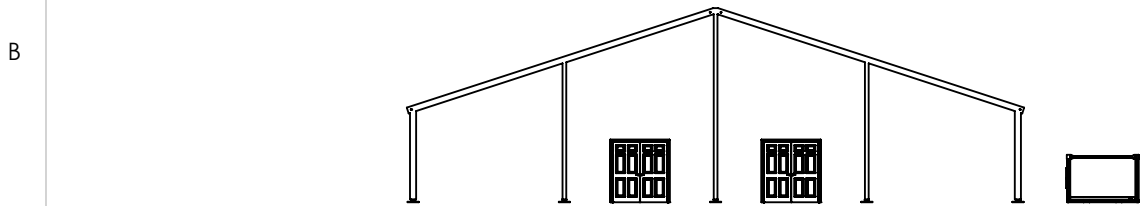
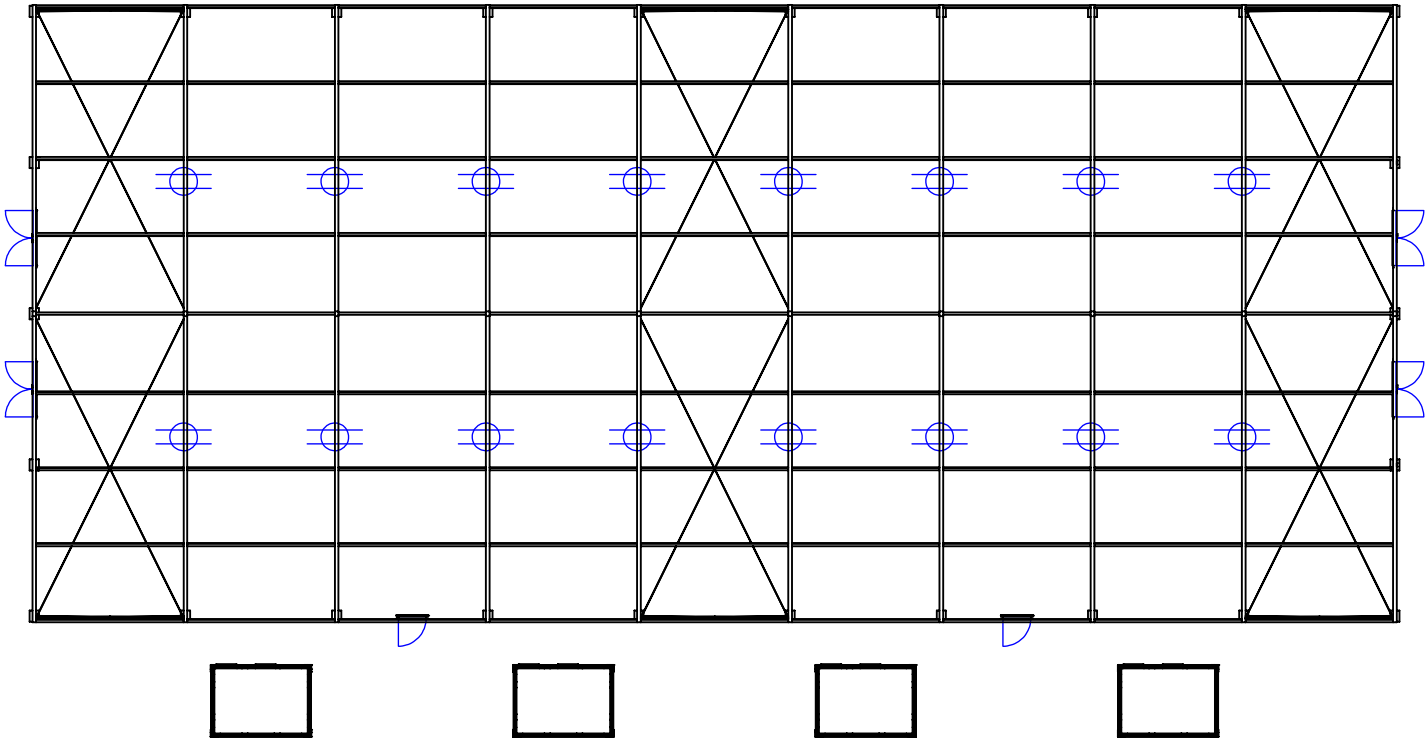
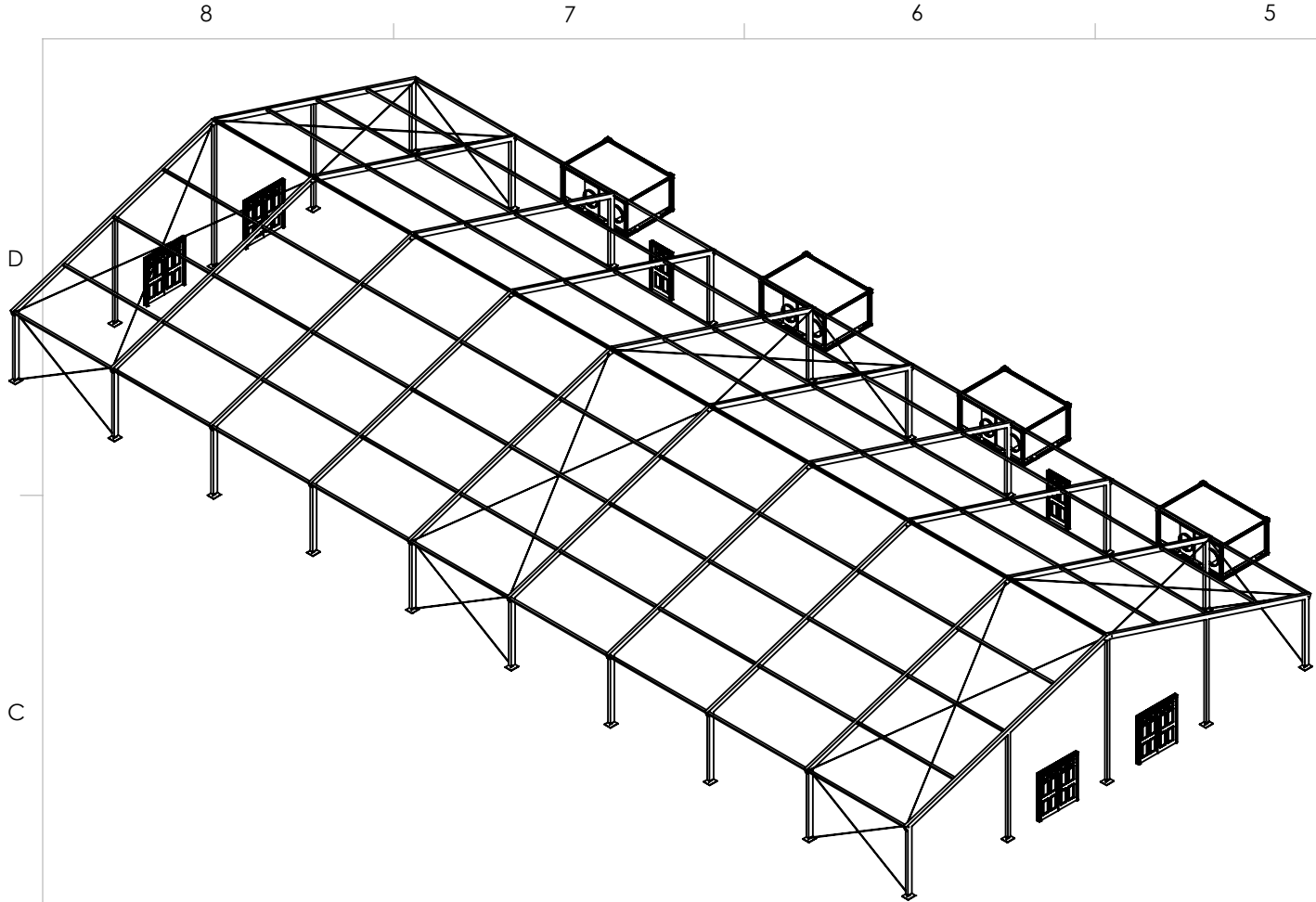
DO NOT SCALE DRAWING

TITLE: GALVESTON BASE CAMP
1000 PERSON CAPACITY
SLEEP #1, #2, #3, #4, #5, #6, #7

SIZE DWG. NO. REV
B GALVESTON 1000 PERSON

SCALE: 1:225 WEIGHT: SHEET 1 OF 2

COMMENTS:
20Mx35Mx3M H202



ACCESSORIES:

- 4- DOUBLE DOORS; 2 PER GABLE
 - 4- EXIT LIGHT KITS
 - 4- FIRE EXTINGUISHERS
- 2- SINGLE PERSONNEL DOORS; EAVE LOCATION
 - 2- EXIT LIGHT KITS
 - 2- FIRE EXTINGUISHERS
- 16- LED LIGHTS; 2 PER INTERMEDIATE TRUSS
- 4- 25 TON HVAC UNITS

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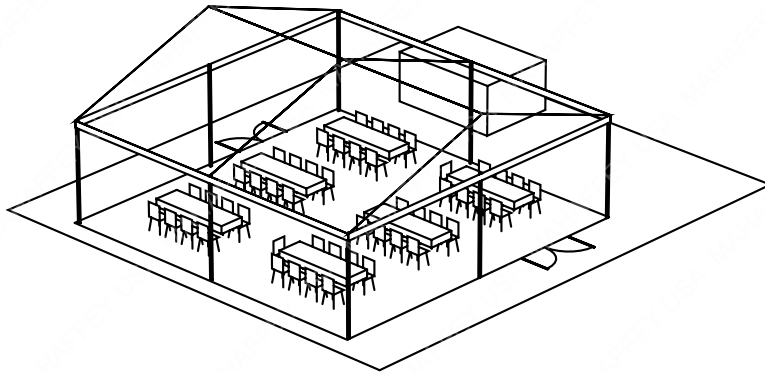
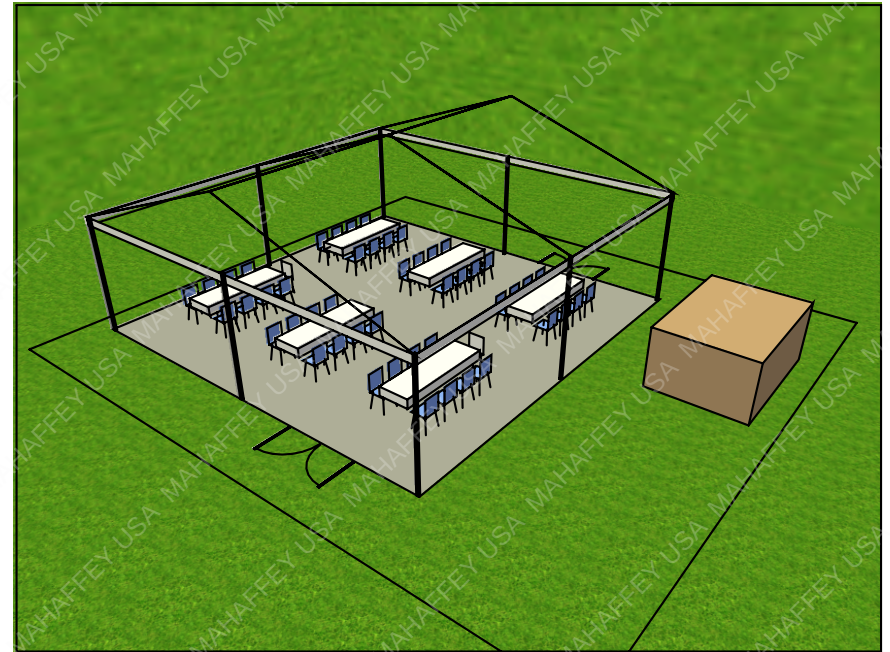
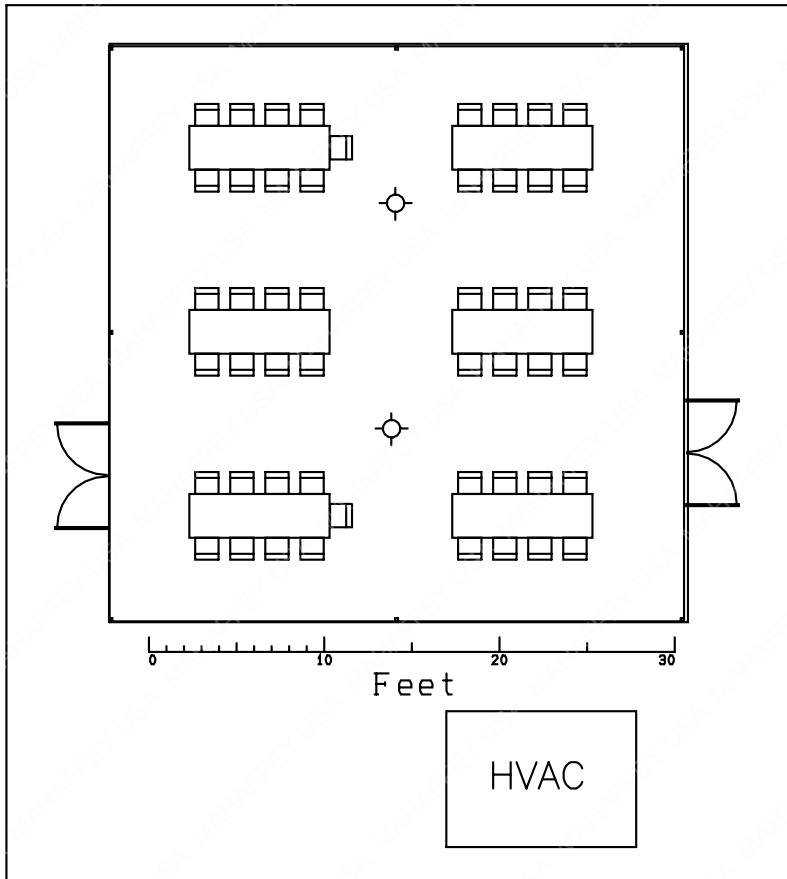
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TITLE: GALVESTON BASE CAMP
1000 PERSON CAPACITY
DINING #1

SIZE	DWG. NO.	REV
B	GALVESTON 1000 PERSON	
SCALE: 1:250	WEIGHT:	SHEET 2 OF 2
COMMENTS: 20Mx45Mx3M H202		



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PROJECT MGR.	MH	12/03/18

TITLE:

**GALVESTON BASE CAMP
100 PERSON CAPACITY
DINING #1**

COMMENTS:

**10Mx10Mx3M H202
50- CHAIRS
6- 8' TABLES**

Attachment "B"



Sample Breakfast Menu



ITEM	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Egg	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs
Egg	Loaded Scrambled Egg	Poached Egg	Western Scramble Egg	Loaded Scrambled Egg	Poached Egg	Western scrambled Egg	Loaded Scrambled Egg
Meat	Sausage Patties	Sausage Links	Sausage Patties	Sausage Links	Sausage Patties	Sausage Links	Sausage Patties
Meat	Bacon	Bacon	Ham	Bacon	Bacon	Country Fried Steaks	Bacon
Gravy	Sausage Gravy	Sausage Gravy	Red Gravy	Sausage Gravy	Red Gravy	White Gravy	Sausage Gravy
Bread	Biscuit / French Toast	Biscuit / Choc Chip Pancake	Biscuit / French Toast	Biscuit / Blueberry Pancake	Biscuit / French Toast	Biscuit / Banana Pancakes	Biscuit / French Toast
Potatoe	Hash Browns	Home Fries	Hash Brown Casserole	Hash Browns	Smothered Potatos	Hash Browns	Hash Browns
Grits	Grits	Cheddar Grits	Grits	Cheddar Grits	Grits	Cheddar Grits	Grits
Fruit	Fruit	Fruit	Fruit	Fruit	Oatmeal	Fruit	Fruit





Lunch Sample Menu



	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
ITEM							
ENTRÉE 1	Hamburger Steak w/ Onion Gravy	Chicken and Sausage Jambalaya	Beef Tacos	Meatball Marinara Sauce	Chicken Santa Fe	Roasted Pork Loin	Fried Fish
STARCH 1	Mashed Potatoes		Charro Beans	Spaghetti Pasta	Oven Roasted Reds	Scalloped Potato	Macaroni/Cheese
VEGETABLE 1	Buttered Peas	Cheesy Baked Cauliflower	Spanish Rice	Bahama Blend	Green Beans	Mixed Squash & Tomato	Roasted Vegetables
DESSERT	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies
BREAD	White Rolls	Corn Bread	Flour Tortillas	Garlic Stick	Wheat Rolls	Garlic Bread	Hushpuppies
DRINKS	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET
Alternate Lunch	Salad	Salad	Salad	Salad	Salad	Salad	Salad





LOGISTICS

Dinner Sample Menu



CULINARY

The Art of Catering

ITEM	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
ENTRÉE 1	Baked Chicken Breast W/ Sauce	Italian Meatballs	Grilled Ribeye Steak	Chicken Fajitas Beef Fajitas Peppers & Onions	Fried Catfish	BBQ Brisket	Smoked sausage Links Red Beans
ENTRÉE 2	Stuffed Bell Peppers	Italian Sausage w/ Peppers & Onions	Grilled Shrimp	Cheese Enchiladas	Chicken & Sausage Jambalaya	BBQ Ribs	Fried Chicken
STARCH 1	Wild Rice	Spaghetti Noodles	Butter & Parsly Potato's	Spanish Rice	Oven Roasted Potatoe's	Rice Pilaf	Steamed White Rice
STARCH 2	Mashed Potatoes	Oven Roasted Garlic Potatoes	Steak Fries	Charro beans	Hushpuppies	Scalloped potato's	Dirty Rice
VEGETABLE 1	Baja Blend	Fried squash & Zucchini	Seasoned Green Beans	Spiced corn	Stewed Okra n Tomatoes	Corn on the cob	Fried Okra
VEGETABLE 2	Buttered Peas	Calif blend	Sauteed Mushrooms	Queso and chips	Cheesey Baked califlower	Steamed broccoli	Glazed carrots
SALAD	Mixed Greens	Cesar Salad	Mixed Green	Mixed Greens	Creamy Coleslaw	Potato Salad	Spinach Salad
DESSERT	Apple Cobbler	Cherry Crisp	Strawberry Shortcake	Tres Leches	Bread Pudding w/ Carmel Sauce	Peach Cobbler	Brownies
BREAD	White/Wheat Rolls	Garlic Bread	White/Wheat Rolls	Flour Tortillias	Corn Bread	White/Wheat Rolls	White/Wheat Rolls
Vegetarian Option	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad



City of Galveston
Pricing Calculation Sheet for
RFP 19-04 Emergency Worker Base Camp
Catastrophic Emergency Shelter Base Camp

Item #	Base Camps	Mobilization	Weekly Rate	Monthly Rate	Demobilization
1	NIMS TYPE I 1000 Person Base Camp	353,024	713,739	2,854,956	258,260
2	NIMS TYPE II 750 Person Base Camp	257,627	558,009	2,232,036	189,298
3	NIMS TYPE III 500 Person Base Camp	245,576	329,004	1,316,016	132,262
4	NIMS TYPE IV 250 Person Base Camp	162,967	204,703	818,812	70,024
5	NIMS TYPE V 100 Person Base Camp	72,125	93,031	372,124	44,861
Item #	Kitchen Service				
6	NIMS TYPE I 1000 Person Kitchen/Meals	9,000	462,380	1,849,520	9,000
7	NIMS TYPE II 750 Person Kitchen/Meals	8,000	381,097	1,524,388	8,000
8	NIMS TYPE III 500 Person Kitchen/Meals	7,000	308,807	1,235,228	7,000
9	NIMS TYPE IV 250 Person Kitchen/Meals	6,000	236,702	946,808	6,000
10	NIMS TYPE V 100 Person Kitchen/Meals	5,000	146,070	584,280	5,000
Item #	Shower Service				
11	NIMS TYPE I 1000 Person Showers	14,925	219,403	877,612	14,925
12	NIMS TYPE II 750 Person Showers	11,194	164,552	658,208	11,194
13	NIMS TYPE III 500 Person Showers	11,194	109,701	438,804	11,194
14	NIMS TYPE IV 250 Person Showers	7,463	54,851	219,404	7,463
15	NIMS TYPE V 100 Person Showers	7,463	21,940	87,760	7,463

Item #	Laundry Service	Mobilization	Weekly Rate	Monthly Rate	Demobilization
16	NIMS TYPE I 1000 Person Laundries	14,925	109,701	438,804	14,925
17	NIMS TYPE II 750 Person Laundries	11,194	83,373	333,492	11,194
18	NIMS TYPE III 500 Person Laundries	11,194	54,850	219,400	11,194
19	NIMS TYPE IV 250 Person Laundries	7,463	35,104	140,416	7,463
20	NIMS TYPE V 100 Person Laundries	7,463	35,104	140,416	7,463
Item #	Civil Support	Weekly Rate	Monthly Rate		
21	Tent 10'x10'				
22	Tent, 20' X 20'				
23	Tent, 40' X 40'				
24	Tent, 10' X 10' Pop-Up				
25	Tent, 10' X 15' Pop-Up				
26	Tents - 30' x 90' x 7'				
27	Tents - 30' x 60' x 7'				
28	Tent, 60' x 100' x 7'				
29	Chairs - folding				
30	6' Table - folding				
31	8' Table - folding				
32	50' String Lighting				
33	100' String Lighting				
34	Power Distro-Spider Box	145	580		
35	24" portable fans on stands				
36	48" 2-speed warehouse fan				

Item #	Emergency Meals Heater Meals	Unit Price
37	1-Pallet = 70 Twelve Count Cases (840 meals) HM Entrees	12,600
38	Bottled Water 24 count 16.9 oz Bottle/Case	6.50

Personnel

Item #	Description Salaries/Wages	Weekly Rate	Fringe Benefits	Monthly Rate	Fringe Benefits
39	Camp Manager	\$7,928.00	No	31,712	No
40	Food Unit Leader	\$7,928.00	No	31,712	No
41	Safety Officer	\$9,450.00	No	37,800	No
42	Supply Unit Leader	\$4,792.00	No	19,168	No
43	Unit Medical Leader	\$9,300.00	No	37,200	No
44	Security Manager	\$3,500.00	NO	14,000	NO
45	Director of Operations	\$13,272.00	No	53,088	No
46	Chief of Operations	\$15,900.00	No	63,600	No
47	Logistics Officer	\$4,792.00	No	19,168	No
48	Project Manager	\$9,450.00	No	37,800	No
49	Surveyor	\$13,272.00	No	53,088	No
50	Engineer	\$13,272.00	No	53,088	No
51	CAD Technician	\$9,450.00	No	37,800	No
52	Equipment Manager	\$4,792.00	No	19,168	No
53	Inventory Manager	\$4,452.00	No	17,808	No

Personnel Continued

Item #	Description Salaries/Wages	Weekly Rate	Fringe Benefits	Monthly Rate	Fringe Benefits
54	Licensed Plumbing Tech	\$6,912.00	No	27,648	No
55	Licensed Electrical Tech	\$6,912.00	No	27,648	No
56	Billeting Coordinator	\$4,792.00	No	19,168	No
57	Chef/Food Service	\$5,280.00	No	21,120	No
58	Food Service support personnel	\$3,308.00	No	13,232	No
59	Tent/Structure Erector	\$3,732.00	No	14,928	No
60	Heavy Equipment Operator	\$7,928.00	No	31,712	No
61	Truck Driver	\$8,396.00	No	33,584	No
62	General Laborers	\$3,308.00	No	13,232	No
63	Security/Certified Police Officer	\$5,500.00	No	22,000	No
Travel Costs					
Item #	Equipment	Weekly Rate	Monthly Rate		
64	Credentialing/badging system				
65	Copier/Fax Machine	200	800		
66	Fire Fighter/ EMT				
67	Computer/Work Station	200	800		
68	Traffic Barricades, Barrel	1.7	6.8		
69	Barricades, Jersey - Composite	10.30	41.2		

Item #	Equipment	Weekly Rate	Monthly Rate
70	Traffic Cones	1.25	5
71	Traffic Barricades, folding	1.75	7
72	Conex Dry Storage Box 1,120 cu.ft.	200	800
73	Chain link fence Galvanized 100-ft. x 4 ft.	200	800
74	Chain link fence Galvanized 100-ft. x 6 ft.	250	1000
75	Light Tower 4000 watt Diesel	682	2,728
76	Shower trailer 6-10 persons with attendant		
77	Shower trailer 6-10 persons ADA Compliant	4,500	18,000
78	Restroom trailers 6-10 persons with attendant		
79	Restroom trailers 6-10 persons ADA Compliant	4,500	18,000
80	Portable laundry trailers self service	2,200	8,800
81	Portable Shower/Restroom 6-10 with attendant		
82	Portable laundry trailer fluf and fold service		
83	Porta-potties	1000	4,000
84	Mobile Sleeper unit 4 persons		
85	Mobile Sleeper units 8 persons		
86	53' Self Contained Semi-Trailer/Sleeper		
87	53' Self Contained Semi-Trailer/Bathroom-Shower		
88	32' Travel Trailer		
89	Mobile Kitchen unit		

Item #	Equipment	Weekly Rate	Monthly Rate
90	Hand washing station	1000	4,000
91	5- Ton Air Conditioner Unit	1570	6,280
92	10 - Ton Air Conditioner Unit	1940	7,760
93	15 - Ton Air Conditioner Unit	2025	8,100
94	20 - Ton Air Conditioner Unit	2528	10,112
95	25 - Ton Air Conditioner Unit	2,828	11,312
96	30 - Ton Air Conditioner Unit	3225	12,900
97	40 - Ton Air Conditioner Unit	3492	13,968
98	50 - Ton Air Conditioner Unit	3695	14,780
99	60 - Ton Air Conditioner Unit	4028	16,112
100	75 - Ton Air Conditioner Unit		
101	80 - Ton Air Conditioner Unit		
102	Forklift Carpet Poles		
103	Pallet Grabbers w/Chain		
104	Pallet Jack	245	980
105	Electric Pallet Jack	448	1,792
106	Forklift Loading ramps		
107	5K Extended Reach Forklift	3,161	12,644
108	6K Extended Reach Forklift	3,855	15,420
109	Forklift Propane Tank w/o fuel	1000	4,000
110	Loader 1/2 yard	1567	6,268

Item #	Equipment	Weekly Rate	Monthly Rate
111	Loader 3/4 yard		
112	Loader 2 1/2 yard	2935	11,740
113	Skid Steer 1750 Lb.	1,492	5,968
114	Skid Steer 2400 Lb.	2,200	8,800
115	Street Sweeper	1,490	5,960
116	D3 Cat Small Track-Type Tractor	2,704	10,816
117	D4 Cat Small Track-Type Tractor		
118	D5 Cat Small Track-Type Tractor		
119	Ditch / Trench Digger	750	3,000
120	Large Excavator	3,800	15,200
121	Potable Water Tanker 8000 gallons	9,000	36,000
122	Multi Fuel Truck 2000 gallons		
123	Wastewater vacume truck		
124	Fork Lift	1000	4,000
125	Tire Repair Truck with Operator		
126	Type VI Brush Truck		
127	Clase A Fire Pumper Truck		
128	4-Wheeler UTV 4 person	1000	4,000

Item #	Other Items Not Listed	Weekly Rate	Monthly Rate
128			
129			
130			
131			
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LOGISTICS



WORKFORCE HOUSING
REMOTE CATERING
CAMP MANAGEMENT
SITE CONSTRUCTION
DEPLOYABLE FACILITIES



THE COTTON ADVANTAGE

capabilities & service

Cotton Logistics provides worldwide operational support and infrastructure for the shortages of resources and workforce housing associated with complex and ever-changing work environments. The in-house team of executive management, construction managers, operations coordinators, hospitality directors and culinary artists can deliver tailored solutions for even the most challenging of scenarios.

Whether the task involves a remote geographic region, extreme climate, stringent timeline or other unique problem set, Cotton Logistics pairs subject matter expertise with innovation and flexibility to provide the best possible solution that satisfies each client's specific requirements.

As a full-service, turnkey lodging and oilfield services provider, Cotton Logistics is committed to supporting your goals by creating an efficient, inviting community atmosphere for the workers who keep your enterprise moving forward. From initial concept and design, through engineering, permitting and installation, no detail during the construction phase is overlooked.

At Cotton Logistics, we believe temporary housing shouldn't feel temporary. That is why we're dedicated to creating lodging properties that work and feel like fully-functioning communities. Clean and inviting, our OneLodge camps boast comfortable guest rooms with private bathrooms, in-ground utilities, covered decks and walkways, rock fire pits and a variety of indoor and outdoor recreational facilities that keep your workforce happy and ready to work. Each private room is outfitted to feel like a home away from home, where workers can unwind after a long day on the job - connecting with family over the wireless internet network or catching their favorite cable television show.

The attention to detail is apparent across each OneLodge property, from the quality of the facilities to food services and housekeeping. We implement a seamless camp management system; so everything functions at optimum levels, allowing your workforce to focus solely on their operational responsibilities while you focus on driving business. The difference is right in our hands...**One Crew. One Detail. One Community.**



CULINARY

The Art of Catering

Productive workers need quality fuel to power them through each challenging day. Cotton Culinary provides superior food services that will keep your workforce happy and energized. Whether the setting is a OneLodge kitchen, a corporate party or remote well site, Cotton Culinary executive chefs thoughtfully plan out each menu and all services and selections are customizable to meet the needs of our client and the operational environment.

We understand the quality of the meals play an integral role in your employees' morale. Therefore, we continue to develop new concepts to appeal to our diverse client base and adjust each menu based on the feedback and requests from the client. Only the freshest ingredients are used and certified staff follow strict guidelines pertaining to safety and food handling.



ONEEDGE®

TEMPORARY WORKFORCE HOUSING

OneLodge: the camp community concept developed by Cotton Logistics which allows guests to feel at home rather than in a temporary setting. This concept is achieved by offering the full range of amenities of an all-inclusive hotel while integrating comfort, security, socialization and personalized hospitality into each individual's experience, regardless of their length of stay.



THE COTTON EXPERIENCE

workforce housing benefits

1

Client sees an improvement of overall operational efficiency by reducing the lost man hours that result from extended time spent traveling to and from the job sites.

2

Workforce turnover is greatly reduced when management and crews in the field are provided with clean, efficient and comfortable housing.

3

A turnkey lodge allows workers to relax and recover after a long day in clean, comfortable rooms or recreation areas while their basic needs are met, resulting in greater workplace efficiency.

4

Use of modular facilities enables the flexibility to scale the lodge up or down or relocate part or all of a clients workforce as operational needs dictate.

5

Workforce lodges provide a safe and controlled community environment for crews.



At Cotton Logistics

we value the mission of your business and invest in technology that plays a key role in increasing your operational efficiency. We utilize state-of-the-art software that seamlessly integrates a suite of key hotel services, allowing us to globally manage bookings, track occupancy and provide detailed daily reports at each of our lodging facilities. The result is better efficiency that adds up to cost savings for our clients.



CONTACT COTTON LOGISTICS

PHONE

877 427 2947

WEBSITE

COTTONLOGISTICS.COM



C U L I N A R Y

The Art of Catering

EMERGENCY FOOD SERVICES





From catering and temporary facilities, to labor, project management and restoration services, Cotton companies' specialized divisions can provide comprehensive and turnkey solutions for any disaster, when critical infrastructure and resources aren't available.



**NATURAL
DISASTERS**



**SEVERE
WEATHER**



FIRES



**MANMADE
INCIDENTS**



**HUMANITARIAN
RELIEF**

Cotton Culinary understands the complex demands of disaster situations and knows that an interruption in business mean loss of revenue for our clients. With two decades and counting of background in the disaster recovery industry, the Cotton brand of companies has been instrumental in providing emergency facilities and food support services in the midst of hurricanes, environmental mishaps and other natural and manmade incidents.

In the aftermath of a disaster, special precautions must be taken to protect the life, health and safety of all individuals participating in the response. Our personnel hold various OSHA trade certifications, carry Transportation Worker Identification Credentials and are trained in the Incident Command System. All local, state, federal and maritime regulations are strictly adhered to and personnel maintain proper personal protective equipment at all times while on the jobsite.

While capable of conducting a quick assessment and mobilizing resources to an event on short notice, we realize that proactively developing a site specific strategy mitigates loss and gets people back to work faster. We encourage our clients to take measures to safeguard against incidents and have protocols in place in the event the unexpected occurs. Working in conjunction with other Cotton divisions to develop contingencies for a wide variety of events such as hurricanes, spills or turnarounds, Cotton Culinary can tailor an emergency response plan specific to our client's business and property.



visit us online, www.cottonculinary.com





Sample Breakfast Menu



ITEM	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Egg	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs
Egg	Loaded Scrambled Egg	Poached Egg	Western Scramble Egg	Loaded Scrambled Egg	Poached Egg	Western scrambled Egg	Loaded Scrambled Egg
Meat	Sausage Patties	Sausage Links	Sausage Patties	Sausage Links	Sausage Patties	Sausage Links	Sausage Patties
Meat	Bacon	Bacon	Ham	Bacon	Bacon	Country Fried Steaks	Bacon
Gravy	Sausage Gravy	Sausage Gravy	Red Gravy	Sausage Gravy	Red Gravy	White Gravy	Sausage Gravy
Bread	Biscuit / French Toast	Biscuit / Choc Chip Pancake	Biscuit / French Toast	Biscuit / Blueberry Pancake	Biscuit / French Toast	Biscuit / Banana Pancakes	Biscuit / French Toast
Potatoe	Hash Browns	Home Fries	Hash Brown Casserole	Hash Browns	Smothered Potatos	Hash Browns	Hash Browns
Grits	Grits	Cheddar Grits	Grits	Cheddar Grits	Grits	Cheddar Grits	Grits
Fruit	Fruit	Fruit	Fruit	Fruit	Oatmeal	Fruit	Fruit





Lunch Sample Menu



	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
ITEM							
ENTRÉE 1	Hamburger Steak w/ Onion Gravy	Chicken and Sausage Jambalaya	Beef Tacos	Meatball Marinara Sauce	Chicken Santa Fe	Roasted Pork Loin	Fried Fish
STARCH 1	Mashed Potatoes		Charro Beans	Spaghetti Pasta	Oven Roasted Reds	Scalloped Potato	Macaroni/Cheese
VEGETABLE 1	Buttered Peas	Cheesy Baked Cauliflower	Spanish Rice	Bahama Blend	Green Beans	Mixed Squash & Tomato	Roasted Vegetables
DESSERT	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies
BREAD	White Rolls	Corn Bread	Flour Tortillas	Garlic Stick	Wheat Rolls	Garlic Bread	Hushpuppies
DRINKS	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET	SWEET & UNSWEET
Alternate Lunch	Salad	Salad	Salad	Salad	Salad	Salad	Salad





LOGISTICS

Dinner Sample Menu



CULINARY

The Art of Catering

ITEM	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
ENTRÉE 1	Baked Chicken Breast W/ Sauce	Italian Meatballs	Grilled Ribeye Steak	Chicken Fajitas Beef Fajitas Peppers & Onions	Fried Catfish	BBQ Brisket	Smoked sausage Links Red Beans
ENTRÉE 2	Stuffed Bell Peppers	Italian Sausage w/ Peppers & Onions	Grilled Shrimp	Cheese Enchiladas	Chicken & Sausage Jambalaya	BBQ Ribs	Fried Chicken
STARCH 1	Wild Rice	Spaghetti Noodles	Butter & Parsly Potato's	Spanish Rice	Oven Roasted Potatoe's	Rice Pilaf	Steamed White Rice
STARCH 2	Mashed Potatoes	Oven Roasted Garlic Potatoes	Steak Fries	Charro beans	Hushpuppies	Scalloped potato's	Dirty Rice
VEGETABLE 1	Baja Blend	Fried squash & Zucchini	Seasoned Green Beans	Spiced corn	Stewed Okra n Tomatoes	Corn on the cob	Fried Okra
VEGETABLE 2	Buttered Peas	Calif blend	Sauteed Mushrooms	Queso and chips	Cheesey Baked califlower	Steamed broccoli	Glazed carrots
SALAD	Mixed Greens	Cesar Salad	Mixed Green	Mixed Greens	Creamy Coleslaw	Potato Salad	Spinach Salad
DESSERT	Apple Cobbler	Cherry Crisp	Strawberry Shortcake	Tres Leches	Bread Pudding w/ Carmel Sauce	Peach Cobbler	Brownies
BREAD	White/Wheat Rolls	Garlic Bread	White/Wheat Rolls	Flour Tortillias	Corn Bread	White/Wheat Rolls	White/Wheat Rolls
Vegetarian Option	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad	Dinner Salad



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 19-04

Project Title: Disaster Recovery Base Camps – Worker & Public Shelters

Proposal Closing Date: 2:00 P.M.(CST), Wednesday, December 5, 2018

Original and five (5) copies and one media source required.

No Proposals submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Request for Proposal

I. 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 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 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 Department, Room 306, PO Box 779, Galveston, Texas 77553

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 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 Department 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 Department purchasing@galvestontx.gov. The subject line must read “**RFP 19-04 Base Camps**”. 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-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 Department. 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 Department. 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, and after seven (7) days written notice of such events and and seven (7) days to cure has been offered to Proposer, the City of Galveston may, terminate the contract by giving the successful Proposer fourteen (14) 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. 2-34I 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 91) 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:	I 9-04		
Project Title:	Disaster Recovery Base Camps – Worker & Public Shelters		
Submittal Deadline:	Wednesday, December 5, 2018 @ 2:00 p.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			
Proposer Information:			
Proposer's Legal Name:	Cotton Commercial USA, Inc.		
Address:	5443 Katy Hockley Cutoff Rd.		
City, State & Zip	Katy, Texas 77493		
Federal Employers Identification Number #	20-2702810		
Phone Number:	877-511-2962	Fax Number:	713.856.7425
E-Mail Address:	johnnys@cottonteam.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: Executive Vice President			
Signature of Authorized Representative: _____			
Signed this <u>29</u> (day) of October (month), 2018 (year)			

I learned of this Request for Proposal by the following means:

- | | |
|--|--|
| ☐ Newspaper Advertisement | ☒ City E-mail Notification |
| ☐ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

Appendix A – Proposal Document (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective upon execution by the City of Galveston for three (3) years. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: This section left intentionally blank.

C. Price Increases Upon Extension: This section left intentionally blank.

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: 22; and the number of employees: 500.

D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

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:_____.
- 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: #____-____-____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
119792633_____.
- E. All vendors contracting with the City of Galveston are required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

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: Cotton Commercial USA, Inc

Contract #: RFP 19-04

Description: Disaster Base Camp

Primary Contact (Name): Johnny Slaughter

Primary Contact Phone Numbers: Home: _____ Cell: 713-898-0182

Secondary Contact (Name): Forrest Jackson

Secondary Contact Phone Numbers: Home: _____ Cell: 281-932-0171

After Hours emergency opening fee, if applicable: \$ Please see Attached 2018 Cotton T&M Rate Sheet

9. 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 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:

I. 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 225 I, 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 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. G Intentionally deleted.~~

H.G. 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.

Changes to the contract may not be made by either party without the consent of both parties and following all applicable laws, including, but not limited to the City Charter of Galveston or the State of Texas Local Government Code.

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. Proposer may subcontract Work as necessary and reasonable, subject to City objection to any selected subcontractor.

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.

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, 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****N/A**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

1. Name of person who has a business relationship with local governmental entity.**N/A****OFFICE
USE
ONLY**Date
Received**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4._____
Signature of person doing business with the governmental entity_____
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix C - House Bill 89 Verification

I, Johnny Slaughter (Person name), the undersigned representative of (Company or

Business Name) CottonCommercialUSA, 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.

10-29-2018

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Commented [BA1]: NOTE TO DRAFT: update the date.

STATE OF Texas §

COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ 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 ___ day of _____, 2018.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION 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

Johnny Slaughter

Proposer's Printed or Typed Name

Proposer's Signature

10-29-2018

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION 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 Cotton Commercial USA, Inc

ADDRESS 5443 Katy Hockley Cutoff Rd.

PHONE 877-511-2962

FAX 713.856.7425

PROPOSER (SIGNATURE)

PROPOSER (PRINTED NAME) Johnny Slaughter

POSITION WITH COMPANY EVP

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL**

COMPANY OFFICIAL Johnny Slaughter
(PRINTED NAME)

OFFICIAL POSITION EVP

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION 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.

Johnny Slaughter

(Printed or typed Name of Signatory)

(Signature)

10-29-2018

(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 SOLICITATION 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: BBVA
Financial Institute Address: 2200 Post Oak Blvd Houston, TX 77056
Routing Number: 113010547
Account Number: 6753009092
SWIFT Code: (if applicable) CPASUS44

Signature

Company Name: Cotton Commercial USA, INC 10-29-2018
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 19-04 Disaster Recovery Base Camps – Worker & Public Shelters.**

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**

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CITY OF GALVESTON RFP # 19-04 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

I. 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.

Johnny Slaughter

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

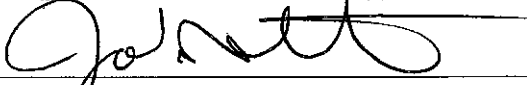
3. ACCESS TO RECORDS AND REPORTS

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."

Johnny Slaughter

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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."

Johnny Slaughter

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

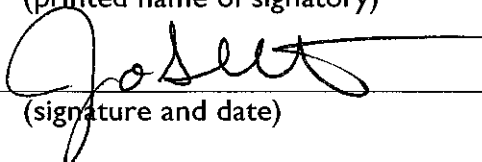
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

Johnny Slaughter

(printed name of signatory)


(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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, Cotton Commercial USA, INC., 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 29 day of October, 20 18

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Johnny Slaughter

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Executive Vice President

Title of Authorized Official

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)

(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.

Johnny Slaughter

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

**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>.

Johnny Slaughter

(printed name of signatory)

(signature and date)

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.

Johnny Slaughter

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

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.

Johnny Slaughter

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

4. Proposal Evaluation Factors

CRITERIA	WEIGHT
References	Pass/Fail
Cost	35
Approach/Methodology/Scope	25
Timeline for Mobility & Set Up	30
Equipment Dependability/Type	30
Financial Stability	5
Quality of the Services Proposed	15

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	October 22, 2018
Pre-Proposal Conference Date	November 13, 2018 @ 10:00 a.m. CST
Deadline for Submittal of Written Questions	November 19, 2018 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	December 5, 2018 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	December 7, 2018
Anticipated Proposer Interviews	December 17 – 19, 2018
Anticipated Award Date	January 2019

7. Scope of Services

General Information

- ❖ The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors, for the provision of post-event managed¹ alternative field based Emergency Public Shelter Complexes and Emergency Worker Base Camp Complexes.
- ❖ Site visit will be scheduled with the pre-proposal. See Key Events Schedule—Appendix J—Scope of Services, item 6. Site photos are permissible with restrictions. No photos of the sites shall be published on the internet, shared via email, or on any social media site.
- ❖ All questions must be sent to the Purchasing Division, via email, purchasing@galvestontx.gov. All questions will be answered after the question deadline with an Addendum, posted to the City's website. The contractor is responsible for ensuring the Addendum is received and included with the submittal.

Description of Work/Objectives:

Scope of Work

Part 1: "Catastrophic Emergency Public Shelter Complex Support"

Part 2: "Emergency Worker Base Camp Complex Support"

Part 3: "Additional Optional Services"

Part 4: "Billing for Services"

Part 5: "Submittal Instructions and Evaluation Criteria"

Vendors who qualify under this Scope of Work will be awarded the contract for each section or a combination of sections. Vendors are scored based on two scoring sheets one for each part (1 and 2).

Intent

- ❖ Vendors may propose on one or both parts (Part 1 or Part 2), including all of the subparts. Part 3 is additional services and may be proposed in addition to Part 1. If a vendor cannot offer a service in a subpart; they may use a subcontractor. Subcontractor(s) must be approved by the City of Galveston prior to execution of the agreement.
- ❖ *Note: For purposes of clarity, the terms "vendor" and "contractor" may be used interchangeably. The term "government" includes municipal, county, regional, state, or federal government agencies. The term "voluntary agency" includes nationally recognized volunteer (501(c)3) disaster relief agencies.*

¹ MANAGED: Contractor will provide equipment and systems, as well as personnel to provide services as outlined in this RFP.

Planning Assumptions

- ❖ The Galveston area has experienced catastrophic and near catastrophic events, such as Hurricane Ike in 2008. These events occur, however sporadic, and Galveston must be prepared for another event such as Hurricane Ike.
- ❖ Emergency public shelter for displaced populations on an enormous scale will be required during these events. Such requirements may exceed the capacity and/or capability of local government shelter facilities to accommodate these persons.
- ❖ During these events facilities traditionally used as primary and secondary emergency public shelters may be destroyed, damaged beyond use, or isolated away from means of transportation.
- ❖ Traditional alternative accommodations such as hotels and motels may be severely impacted, damaged, or unavailable due to full occupancy for extended periods.
- ❖ The availability of emergency temporary housing such as travel trailers, mobile homes, and out of region accommodations, may be unavailable to the majority of families for long periods of time due to high demand versus supply availability, impacts of manufacturer supply chains for raw materials, production time to manufacture such units, available land use and preparation, local permitting regulations and processes availability of installation Contractors and infrastructure support requirements.
- ❖ Emergency public sheltering in these events may exceed 180-days and possibly extend to 12-months, in some situations.
- ❖ The ability for government and voluntary agencies to establish, staff, maintain, and sustain large emergency public shelters for extended periods of time will strain both local and national resources.
- ❖ Federal, County, City of Galveston, and volunteer agency disaster relief workers supporting operations will also require on-site, long-term billeting, feeding, sanitation, and sustainment support during their tours of relief work.

Requirements Under RFP

- ❖ Augmentation of traditional public shelters with temporary expedient Emergency Public Shelter Complexes and life-sustainment support systems and services for displaced persons affected by emergency / disaster events.
- ❖ Provision of temporary expedient Emergency Public Shelter Complexes and support systems and services for persons affected by non-natural hazard unusual events.
- ❖ Provision of temporary expedient Emergency Worker Base Camp complexes for disaster and emergency relief responders and support workers.
- ❖ Provision of temporary expedient ancillary single or combination support resources to include, but not limited to, separate or combined modules to include: staffed self-contained mobile kitchens (catering services), self-contained mobile showers (staffed and serviced), mobile restrooms (staffed and serviced), self-contained mobile laundry (either self-serve, or staffed and serviced), tent structures (erected and maintained) with and without HVAC systems.

Requirements – Part I

Catastrophic Emergency Public Shelter Complex Support

Refer to Attachment A for Emergency Public Shelter specifications and requirements.

- ❖ Contractor will maintain a capability to establish, support, and maintain full service capabilities for between 100 and 1,000 displaced persons on one site. Contractor can submit two break out sheets for each size complex.
- ❖ The intent is for the Contractor to be able to activate those resources immediately post event and become fully operational within 168 hours of activation.
- ❖ Activities at this site are estimated to run from 180-365 days.
- ❖ Offerors will be able to view the sites prior to submitting their proposals. See Appendix J – Scope of Services #6 Key Events Schedule.
- ❖ Vendor must carry its own asset and liability insurance on its equipment. Proof (copy) of asset and liability insurance must be included with the response to this RFP.

- ❖ **Resources to be provided must address the following capabilities:**
 - All necessary temporary structures to accommodate all required activities and services. Structures and access must be in compliance with all ADA requirements.
 - Sleep beds, linens, blankets and pillows for 1,000 persons.

- ❖ **Accommodations for privacy of persons must be provided. Groups will be divided into:**
 - Families
 - Single males
 - Single females

- ❖ **Personal toiletry hygiene kits or bulk toiletry supply items for men, women and children to include as appropriate:**
 - Tooth brush and tooth paste
 - Razor and shave cream/gel
 - Bar or shower gel soap
 - Shampoo and conditioner
 - Comb / brush
 - Mouth wash / rinse
 - Deodorant
 - Shower towels to include -
 - Washcloth
 - Hand towel
 - Bath towel
- Either launderable or disposable items may be used.
- Clean reusable or new disposable towels must be provided each day to each resident.

❖ **Separate showers with hot/cold potable water for men and women:**

- May be either trailer, CONEX, skid, or field showers so long as they are enclosed and provide both modesty and protection from the weather elements, and are either heated, or cooled, as required, and well lit.
- The ratio of showers must be ADA compliant.

(Refer to Attachment "A" for specifications.)

❖ **Mobile Restrooms:**

- Climate controlled lighted restrooms will be provided for persons.
- The ratio of restrooms must be ADA compliant.

(Refer to Attachment "A" for specifications.)

❖ **Food Services:**

- Food services to be provided shall include three meals per day for displaced persons and a midnight meal for staff working the facility.
- Of the three meals per day, at least two must be hot prepared meals. The third may be a cold or self-serve buffet style meal.
- The combination of the three meals must come to a daily calorie count between 1850 – 2300 calories.
- Menus are to be tailored to the ethnic and dietary (non-medical) requirements of the resident population to include low sodium and vegan.
- Kosher will NOT be required as a rule. Should Kosher be required at a specific location, it is acknowledged that additional special arrangements must be made resulting in additional charges.
- Meals must be well balanced, nutritious, visually appealing and use a minimum amount of processed (canned, instant) items.
- Fresh items to include fruit and/or salads are to be offered with each meal.
- Meals may be either staff served or buffet style.
- All government, including but not limited to Galveston County Health Department and City of Galveston Code of Ordinances, regulatory requirements for sanitation, food handling, production, and serving must be maintained. Appropriate government inspectors for compliance will regularly inspect facilities.
- Vendor shall include an example of a 14-day rotational meal plan with their proposal.

(Refer to Attachment "A" for specifications.)

❖ **Laundry Facility:**

- Self-service laundry facility with washing machines, clothes dryers, and any other appropriate laundry equipment, including, but not limited to irons, ironing boards, detergent, fabric softener, dryer sheets, bleach. Different brands should be available, including dye and fragrance free options.
- Facility must have the appropriate amount of equipment based on the population of the base camp.

❖ **Office/Administrative Complex:**

- Contractor is required to set up and maintain a main office/administrative complex. This should house the contractor's offices and the City's administrative office, which will include but not be limited to a security office, a child day care facility, an adult day care facility, and a medical clinic.
- The contractor will be required to provide all telecommunications and data capabilities to the office/administrative complex.
- Proposal should include the equipment to operate such facilities including, but not limited to tables, chairs, beds, lamps, cribs, child size tables and chairs, pole and drape dividers for the medical facility.
- Proposal should include the option and costs for the contractor to operate the child and adult day care facilities.

❖ **Potable Water, Wastewater, Electric Power and Waste Management:**

- The Contractor must prepare options to address public works infrastructure under two conditions or a mix of conditions.
- Option 1 assumes a "bare base" with no water, sewer, or power on site. Contractor must provide for all necessary infrastructures to support the camp.
- Option 2 assumes that the Contractor will have access to potable water, sewer taps (grey and black) and power. Contractor must provide all necessary means to tap into and extend these resources to their equipment.
- Option 3 assumes limited access to some, but not all of these resources. As such, the Vendor must itemize component options such as field prime power plants, potable water tankers, grey and black water collection, treatment and vacuum truck collection, haul away and disposal.
- In cases where the Contractor must provide resources, the Contractor will be responsible for the acquisition of all potable water, disposal of grey and black water in accordance with all local, City, and Federal Regulations.
- All potable water tankers must be sanitized in accordance with all applicable regulations, and be able to produce a document of sanitation for each load taken or brought on site to either the Food Unit Leader, Safety Office, or Incident Commander.
- A master water meter shall be installed by Contractor at the discretion on sizing and type from the City of Galveston, if the proper meter is readily available the city may provide it for the contractors use at no charge.
- The contractor must work with the appropriate agencies to have power poles installed at the facility. All power taps must be protected by approved circuit breakers and GFI in areas where water is in close proximity. In the event that power cannot be supplied to every necessary point, the Contractor will be responsible for providing any necessary mobile power to support its equipment.
- The Contractor will be responsible for coordinating with the City of Galveston, and any other governmental agencies, as required, on all required permits, tie-ins, testing and monitoring requirements related to establishing, maintaining, or demobilizing the complex.

- The Contractor will be responsible for providing all necessary exterior safety lighting in and around the complex.
- The Contractor will be responsible for contracting trash removal with any of the City's Commercial Waste Haulers. Wet-proof dumpsters will be used to collect all food scraps and debris. Dumpsters are to remain in the closed position at all times, unless they are being serviced by the vendor's contracted waste hauler.
- The contractor will provide appropriate vector control.
- The Contractor will be responsible for coordinating utility service calls, street sweeping, and temporary on-site road repairs within the complex with the appropriate government agency.
- The Contractor will be responsible for the demobilization of all equipment, trash, temporary ground cover or fill upon deactivation of the complex, and will leave the site clean and in, reasonably, the same, or better, condition than when the complex was developed.

(Refer to Attachment "A" for specifications.)

❖ **Security:**

- The Contractor will provide all necessary security.
- The Contractor will arrange for the provision of **ONLY** essential sworn law enforcement personnel of two per shift.
- The Contractor will be responsible for providing all other non-sworn security personnel on-site for purposes of patrol, maintaining order, access control, and coordinating with sworn law enforcement on security issues. The Contractor may, if desired, independently contract directly with off-duty law enforcement personnel for all or part of these services.
- The site must have reasonable security in regard to fencing. The site is not open to the public and has a central access gate that persons must clear through first.
- The Contractor must secure all pre-staged equipment and equipment once the site is established.
- All contract personnel **MUST** display company photo ID at all times while on the site.
- The Contractor will be required to provide photo ID for each resident at the shelter as they register on-site.
- The Contractor will check ID during meal periods.

❖ **Other Agencies:**

- Other agencies, to include government, social services, and voluntary agencies providing direct services, law enforcement, fire, EMS, Emergency Management and other authorized personnel may be present on-site either part, or full time. Those personnel shall display agency issued photo ID at all times.
- Provisions by the Contractor to feed agency personnel (from 5-10% of residents) must be calculated into each meal period for those working that shift. Each worker must sign a roster provided by the Contractor to account for the meals and any additional charges by the Contractor.

Requirements – Part 2

Emergency Worker Base Camp Complex Support

Refer to Attachment A for Base Camp specifications and requirements.

- Complex will be managed by the City of Galveston.
- Vendor will maintain a capability to establish, support, and maintain full service capabilities for Type I–IV “Emergency Worker Base Camps” and “Other Types – Mobile” Types V & VI, as outlined in Part 2 –Annex “A” of this RFP.
- The intent is for the Contractor to be able to activate those resources immediately post event and become fully operational within 168 hours of activation based on the NIMS Base Camp Typing Criteria attached.
- Activities at these sites are estimated to run typically from 30-45 days, but in catastrophic events, could run from 180-365 days.
- Locations of NIMS Types of Base Camps could be anywhere in the City of Galveston.
- The Contractor will provide suitable locations to establish the complex at the time of contract execution. The City will arrange for all property use agreements or necessary leases for site use.
- Not all sites may be “installation ready”. As such, the Contractor must be prepared to provide OPTIONAL reasonable land clearing² and/or installation of temporary crushed gravel base between 2-4” as required on a site. Note that all gravel MUST be removed upon demobilization of the site.
- In some instances, the Contractor must be prepared to install OPTIONAL temporary chain link fence with all necessary access gates. Fencing also must be removed upon demobilization of the site.
- Vendor must carry its own asset and liability insurance on its equipment. Proof (copy) of asset and liability insurance must be included with the response to this RFP.

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² REASONABLE LAND CLEARING: To include removal of small scrub trees trash and small debris, redistribution of uneven earth, grading to a reasonable level and development and packing of temporary access unpaved dirt roads.

❖ **Resources to be provided must address the following capabilities:**

- **All necessary temporary structures to accommodate all required activities and services.**
 - Sleep beds, linens, blankets and pillows

❖ **Accommodations for privacy of persons must be provided. Groups will be divided into:**

- Single Female Daytime /Nighttime
- Single Male Daytime /Nighttime

❖ Support structures and equipment to establish a medical clinic (tables, chairs, beds, portable lamps, stools, pole-and-drape soft dividers), and office/administration area.

❖ Contractor will be required to provide all telecommunications and data capabilities to the office/administration complex.

(Refer to Attachment "A" for specifications.)

❖ **Cost Recovery personal toiletry hygiene kits or bulk toiletry supply items for men and women to include as appropriate:**

- Tooth brush and tooth paste
- Razor and shave cream/gel
- Bar or shower gel soap
- Comb / brush
- Mouth wash / rinse
- Deodorant
- Shower towels to include -
 - Washcloth
 - Hand towel
 - Bath towel
- Either launderable or disposable items may be used.
- Separate showers with hot/cold potable water for men and women
- May be either trailer, CONEX, skid, or field showers so long as they are enclosed and provide both modesty, protection from the weather elements and are either heated, or cooled, as required and are well lit.

(Refer to Attachment "A" for specifications.)

❖ **Mobile Restrooms:**

- Climate controlled, lighted restrooms will be provided for persons.

(Refer to Attachment "A" for specifications.)

❖ **Laundry Services:**

- “Fluff and fold” laundry services will be provided with same day service. Drycleaning is not required, but may be offered as an option.

(Refer to Attachment “A” for specifications.)

❖ **Food Services:**

- Food services to be provided shall include four meals per day for emergency workers.
- Of the four meals per day, at least two must be hot prepared meals. The third and fourth may be a cold or self-serve buffet style meal. Box lunches for the two cold meals will also be required. The Food Unit Leader will determine the quantity of box lunches each day, 12 hours prior to the mealtime, and advise the Contractor.
- All hot meals and box lunches MUST conform to present United States Department of Agriculture (USDA) and Food Safety and Inspection Service (FSIS) standards.
- 14-day rotation meal plans and all present contract requirements of nutrition, quantities, food types, calorie counts, and means of service. A sample meal plan shall be included with vendor proposal.
- Menus are to be reasonably tailored to the ethnic and dietary (non- medical) requirements of the camp population, to include low sodium and vegan.
- Meals must be well-balanced, nutritious, appealing and use a minimum amount of processed (canned, instant) items.
- Fresh items to include fruit and/or salads are to be offered with each meal.
- Hot meals may be either staff served or buffet style. Box lunches must conform to USFS specifications.

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❖ **Potable Water, Wastewater, Electric Power:**

- The Contractor must prepare options to address public works infrastructure under two conditions or a mix of conditions.
- Option 1 assumes a “bare base” with no water, sewer, or power on site. Contractor must provide for all necessary infrastructures to support the camp.
- Option 2 assumes that the Contractor will have access to potable water, sewer taps (grey and black) and power. Contractor must provide all necessary means to tap into and extend these resources to their equipment.
- Option 3 assumes limited access to some, but not all of these resources. As such, the Vendor must itemize component options such as field prime power plants, potable water tankers, grey and black water collection, treatment and vacuum truck collection, haul away and disposal.
- In cases where the Contractor must provide resources, the Contractor will be responsible for the acquisition of all potable water, disposal of grey and black water in accordance with all local, City, and Federal regulations.
- All potable water tankers must be sanitized in accordance with all applicable regulations, and be able to produce a document of sanitation for each load taken or brought on site to either the Food Unit Leader, Safety Office, or Incident Commander.
- A master water meter shall be installed by Contractor at the discretion on sizing and type from the City of Galveston, if the proper meter is readily available the city may provide it for the contractors use at no charge.

❖ **Authorized Base Camp Residents:**

- **The following categories of personnel may be admitted to a contracted Emergency Worker Base Camp:**
 - Paid and volunteer public safety personnel
 - Law enforcement
 - Fire
 - EMS / Disaster Medical Teams
 - Emergency Management
 - Public Works
 - Search and Rescue Teams
 - Disaster Mortuary Teams
 - Texas and other National Guard
 - Department of Transportation
 - Nationally recognized volunteer disaster relief agencies
 - The American Red Cross
 - Texas Baptist Men
 - The Salvation Army
 - Others as approved by the City
 - Admission will not be permitted to commercial paid contractors, such as:
 - Debris contractors
 - Public utility crews (private)
 - Unaffiliated ad-hoc spontaneous volunteers (private citizens wanting to help)

- Independent contractors
- All questions regarding admission will be directed to the Incident Commander of the Base Camp.

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Options - Part 3

Additional Optional Services

Contractor may propose the services below as optional services, however, they are not required as part of this RFP.

❖ Moral, Welfare and Recreational Services:

- The contractor will be required to establish climate-controlled structures (tents) and equipment to support the following:
- At least two recreational climate-controlled tents with tables, chairs, wide screen TV, board and card games, various magazines, and daily newspapers.
- A technology center with computer and printer stations.
- A children's indoor (climate-controlled tent) recreation area. This should include a television with various children's programming. Area should also contain various age appropriate children's toys and games.
- The same recreation tent can also be used, or a separate climate-controlled facility provided, for non-denominational religious services and meetings. A basic public address system will also be provided by the Contractor for such activities.

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Requirements – Part 4

Billing for Services

- Upon activation of the contract, the vendor may invoice the City on a monthly basis. A daily expense rate/report must be turned in to the City's designated representative by 10:00 p.m. each day.
- All invoices must be itemized and include all supporting documentation as follows:
- Persons housed for the month. (include new registrations – no repeat counts)
- Meals served to both residents and workers. (must include a list of the persons served)
- Situation report reflecting operations to date, critical issues, concerns, unresolved issues with corrective action steps and dates.
- Staff counts on site and in support of operations.
- Justification for any charges above the contract agreement. Note that any charges above the contract agreement **MUST** be approved in writing by the contracting entity **PRIOR** to the expense being incurred by the Contractor. Unapproved charges will not be paid by the City of Galveston.

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Requirements – Part 5

Submittal Instructions and Evaluation Criteria

- ❖ The response package shall be prepared by each respondent utilizing 8.5" x 11" paper. Each respondent shall limit the each section to no more than the page limits specified below. If the specified page limit for a particular section or subsection is exceeded, the extra pages for that section or subsection may not be reviewed and/or scoring may be reduced.
- ❖ Pages not used for a particular section cannot be added to the page allowance for another section. Any photos, maps, diagrams, charts or other non-text material which provides information about the response, with regard to a given component of the technical response package, shall be included in the page limitation of the response package.
- ❖ The technical response package shall contain the following sections, which shall be tabbed, with all pages consecutively numbered:
- ❖ Proposals must be printed on 8-1/2" x 11" paper. Only spiral or comb bound submittals will be accepted. An original and five (5) copies and a labeled media source (thumb drives are preferred) are required for this RFP. Proposals must include the sections, in the order, labeled with tabs, below:
 - **Transmittal Letter (Limit to one (1) page):** This letter serves only as the document covering transmittal of the proposal package. The letter must provide the name, title, address and telephone number of the official contact and an alternate. Those individuals shall have the authority to bind the respondent and shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.
 - **Required Forms:** Appendices A, B, C, D, E, F, and G; Addenda, and Special Provision Forms (I through 12), proof of registration on the System for Award Management (SAM.gov).
 - **Executive Summary (Limit to no more than five (5) pages):** This section must condense and highlight the contents of the proposal in such a way as to provide purchasing with a brief synopsis of the proposal. The synopsis should be prepared in such a manner that it can be easily understood by individuals at an executive management level.
 - **General Information (Limit to no more than three (3) pages):**
 - Submittal should include a W-9, which has been completed with the legal name of the firm, address, legal status of the firm, and the Federal Tax ID number, Federal Employer Identification Number (FEIN).
 - Include completed page 13, Section 8. Emergency Business Services Contact Notice.
 - Location of the facility from which the offeror will operate in performing services if awarded the contract resulting from this RFP.
 - Primary business, total number of employees, and the number of personnel directly engaged in the proposed activities.

- Current financial information, e.g.- corporate balance sheet and a Statement of income. Include in a separate sealed envelope.
- **References (limit to no more than 3 pages):** Vendor may use either the forms provided in the proposal documents or their own form, but must include all information listed in the City's reference section, including, but not limited to name of company/entity, contact name and job title, phone number, email address, and date and short description of services provided.
- **Cost Proposal (Limit to no more than seven (7) pages):** The cost-effectiveness of each proposal will be taken into account in the scoring of the Cost category. A cost analysis is required to support the proposal. The Pricing Calculation Sheet shall be used for this purpose. Note that not all of the cost categories may be applicable to the project. Provide costs only for those categories in which you will actually be incurring expenses. For each item, indicate the total proposed amount, and provide totals. To complete this section, refer to the Cost Category descriptions shown below:

Note: Must address all costs and considerations to include mobilization, set-up, operational costs, and demobilization. All services must be included in the costs and not added on as plus \$ per meal. The City will not consider a cost plus percentage of cost contract for this service. Only meals served above the percentage requirements may be billed extra, but only with prior approval from the City. Price breakdowns should reflect total and per person, per day breakdowns for each month, up to 6 months. Cost for each type (1 through 5) of shelter complex should be included in proposal.

- **Personnel**
 - Salaries and Wages: Identify each person required to carry out this project. Specify title and provide a concise descriptive position. List the estimated number of hours each will work and his or her wage rate.
 - Fringe Benefits: Enter the dollar amount for fringe benefits given to each of the individuals listed in the Salaries and Wages category. Include FICA, Worker's Compensation, Unemployment Insurance, and Health/Life Insurance, if applicable.
- **Other Direct Costs**
 - Kitchen Service: List costs for meals and per instructions above and provide the 14 day sample meal plan.
 - Travel: List costs for travel required to conduct the project.
 - Equipment: List all required items on the Price Calculation Sheet. Provide total costs for items.
- **Other Costs** List any other costs necessary to complete this project.
- **Subcontractors:** The scope of services to be performed by subcontractors or other third parties hired by the proposer must be included in the proposal and summarized on a separate Pricing Calculation Sheet. Information provided should follow the format and requirements of 1 and 2 above. Failure to submit a letter of commitment from an intended

subcontractor identified in the respondent's proposal shall result in the disallowance of the subcontractor's qualifications and experience from consideration in the evaluation process.

- **Personnel Profile/Qualifications:** This section must identify all personnel who will be used to administer or perform the services to be provided by the offeror. At a minimum, the proposal shall include the following information:
 - Within each area in the proposal, the personnel who will staff, direct and manage that portion of the scope of work, and the extent of their involvement. All personnel who will be involved with the project must be identified by name, expertise, level of involvement, amount of time each individual will spend on the project, and the relationship between that person and the offeror (i.e., employee, independent contractor, etc.). A complete, up to date resume must be provided for all personnel involved in the project.
 - Any partner or subcontractor whose expertise is required to carry out the tasks in respondent's proposal must provide a firm binding commitment, contingent only upon respondent's proposal being selected for award, to carry out the defined tasks. Only those entities for whom respondent documents a clear, firm, legally binding commitment of time, support and acceptance of defined responsibilities will be considered as "personnel" for purposes of evaluating and scoring respondent's proposal. The written documentation shall consist of a one page letter supplied by the intended subcontractor on its letterhead stationery, clearly identifying the Contractors Solicitation Number, the project title, and the services to be provided by the subcontractor to the respondent.
- **Scope of Work (Project Work Plan) (Limit to no more than thirty-five (35) pages):** This section must include a preliminary work plan narrative which identifies the offeror's concept of the work activities (primary tasks) that must occur, responsibilities of the offeror (and of City staff, if any), and deliverables that will be produced in each phase as specified in this RFP. The following items must be included:
 - Detailed narrative work plan and a schedule for the project including milestones, deliverables, review and approval of deliverables, and responsibilities and job tasks of offeror staff, if any.
 - Any assumptions or constraints considered by the offeror in developing the work plan.
 - Responsibilities and person-hour estimates of effort for each deliverable and work activity, identifying the persons who will be doing the work.
 - Project management and control mechanisms, including the organizational structure, time estimating methods, interface with Division staff, frequency and method of progress reporting, and other control procedures.
- **Miscellaneous Items:** Proposers should include the documents from the proposal not requiring signatures in this section. Submittals may also include any exceptions to the RFP, or additional relevant information, **not exceed five (5) pages.**

❖ **Evaluation Criteria:**

▪ **General Information -**

- All proposals properly submitted and responsive will be evaluated by the City of Galveston. The City reserves the right, however, to reject any or all proposals received, or cancel this RFP, or any part dealing with a specific project identified in the Scope of Work, according to the best interests of the City of Galveston. The City Council reserves the right to make a final selection without further discussion of the responses submitted.
- A non-responsive proposal shall include, but not be limited to, those that: i) are irregular or are not in conformance with the requirements and instructions contained herein; ii) have improper or undated signatures; iii) fail to utilize or complete prescribed forms; iv) are conditional proposals; v) are incomplete proposals; v) are not received on or before the closing deadline; vi) propose a project that cannot be completed within the contract period, will require additional funding to implement, or cannot be implemented upon completion for any reason.
- The City of Galveston may waive minor irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of such ARE NOT PREJUDICIAL to other respondents. Variations which are not minor shall not be waived.
- THE RESPONSIVENESS OF A PROPOSAL SHALL BE DETERMINED BASED UPON THE DOCUMENTS SUBMITTED WITH THE PROPOSAL. A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.

▪ **Scoring -**

- The City of Galveston scores proposals based on a weighted system. The criteria is assigned a weight according to its importance and in the best interest of the City. Each criteria is scored on a 0 to 5 points scale and multiplied by the weight for the final score. (see the sample score sheet below)
- Each responsive proposal will be reviewed by the selection committee, according to the criteria set forth below:

CRITERIA	WEIGHT
References	Pass/Fail
Cost	35
Approach/Methodology/Scope	25
Timeline for Mobility & Set Up	30
Equipment Dependability/Type	30
Financial Stability	5
Quality of the Services Proposed	15



REQUEST FOR PROPOSAL _____
Month, XX, XXXX

RFP TITLE

EVALUATION MATRIX

**INSTRUCTIONS AND DIRECTIONS FOR COMPLETING
RFP EVALUATION MATRIX**

1. Complete "Proposer Name" by filling in the name of respondent being evaluated.
2. Each respondent is to be scored by the following scale:

5 = Exceptional, exceeds and fully meets all requirements
4 = Advantageous, exceeds some requirements
3 = Meets minimal requirements
2 = Addresses most of minimal requirements
1 = Addresses part of minimal requirements
0 = Unacceptable
3. Respondent scores are to be multiplied by the weight applied to each evaluation factor. The weight of each evaluation factor is listed on the evaluation matrix and listed within the "WEIGHT" column.
4. Extend the total of each score to the "SCORE TOTAL" column of the evaluation matrix for each evaluation factor.
5. After each evaluation factor has been scored and totaled, add the score of each evaluation factor to determine the overall "PROPOSER SCORE" for each respondent.
6. Pricing will be scored by Purchasing, or a non-committee member, and as follows: Pricing should be evaluated strictly on a formula based system with no margin for opinions. Purchasing or a non-committee member will score pricing or fees based on a simple formula. The lowest price proposed is divided by the current bid amount then multiplied by total maximum points. So if \$50,000 was the lowest for 25 points, it would look like $(50,000/50,000) \times 25 = 25$. If 65,000 was the second lowest bid..... $(50,000/65,000) \times 25 = 19.23$ points.

Evaluator Name: _____
(Printed)

Evaluator Signature: _____

EVALUATION SUMMARY SHEET

Proposer Name: _____

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Written Technical Approach	_____	40	_____
2. Past Performance Manufacturing/Restoring Rail Vehicles	_____	30	_____
3. Experience of Project Manager and other Key Staff	_____	30	_____
4. Feedback From Customer References	_____	20	_____
5. Proposed Schedule	_____	15	_____
6. Financial Capacity	_____	25	_____

Total Score

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A						
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC					
Site Capacity	Capacity	1000 Persons	750 Persons	500 Persons	250 Persons	100 Persons
Site Type	Type	Fixed Existing Structures Shelter, Hard sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Existing Structures Shelter, Hard Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Existing Structures Shelter, Hard or Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Existing Structures Shelter, Soft-Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Existing Structures Shelter, Soft-Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.
Set-Up Time	Time	96 – 120 Hours from time of arrival on the scene	96-120 Hours from time of arrival on the scene	96-120 Hours from time of arrival on the scene	48 – 72 Hours from time of arrival on the scene	48-72 Hours from time of arrival on the scene
Square Footage Requirements	Space	SHELTER: 200 Acres. PARKING: 150 Acres TOTAL: 350 Acres	SHELTER: 100 Acres PARKING: 70 Acres. TOTAL: 170 Acres	SHELTER: 40 Acres PARKING: 40 Acres. TOTAL: 80 Acres	SHELTER: 15 Acres PARKING: 12 Acres TOTAL: 27 Acres	SHELTER: 7 Acres PARKING: 7 Acres. TOTAL: 14 Acres.
Site Prep	Equipment	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage...
Parking Area(s)	Space	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.
Shelter Management	Local Government Personnel	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A						
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC					
Shelter Construction, Engineering, and Operations	Contractor Personnel	Director of Operations Chief of Operations Logistics Officer Project Managers Shelter Managers Safety Personnel Shelter Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Director of Operations Chief of Operations Logistics Officer Project Managers Shelter Managers Safety Personnel Shelter Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Director of Operations Chief of Operations Logistics Officer Project Managers Shelter Managers Safety Personnel Shelter Administration Site Operations Surveyors Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Chief of Operations Logistics Officer Project Managers Shelter Managers Safety Personnel Shelter Administration Site Operations Surveyor Engineer Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Sous Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operator Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Small Management Team Operations Manager Truck Drivers Porters Sous Chef Cooks Licensed Plumber Licensed Electrician Administrative Support Billeting Coordinator Security (Contracted)
		1000 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Provisions must be made for Families (70%) as well as single males and single females (30%) to afford reasonable privacy. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets, and pillows will be provided as required and changed twice each week.	750 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Provisions must be made for Families (70%) as well as single males and single females (30%) to afford reasonable privacy. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets, and pillows will be provided as required and changed twice each week.	500 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Provisions must be made for Families (70%) as well as single males and single females (30%) to afford reasonable privacy. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets, and pillows will be provided as required and changed twice each week.	250 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Provisions must be made for Families (70%) as well as single males and single females (30%) to afford reasonable privacy. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets, and pillows will be provided as required and changed twice each week.	100 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Provisions must be made for Families (70%) as well as single males and single females (30%) to afford reasonable privacy. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets, and pillows will be provided as required and changed twice each week.

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A						
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC					
Food Services	Equipment	1000 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code	750 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code	500 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code	250 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code	100 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code
Food Services	Service	Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24-Hour snack and beverage services.	Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24-Hour snack and beverage services.	Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24-Hour snack and beverage services.	Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24-Hour snack and beverage services.	Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24-Hour snack and beverage services.
Showers	Equipment	Trailers / CONEX Self Contained, enclosed free-standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted	Trailers / CONEX Self Contained, enclosed free-standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted	Trailers / CONEX Self Contained, enclosed free-standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted	Trailers / CONEX Self Contained, enclosed free-standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted	Trailers / CONEX Self Contained, enclosed free-standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A						
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC					
Rest Rooms	Equipment	Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.	Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.	Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.	Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.	Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.
Laundry	Equipment	Self-Service laundry facility with washing machines, clothes dryers, and any other appropriate laundry equipment, including, but not limited to irons, ironing boards, detergent, fabric softener, dryer sheet, bleach. Different brand should be available, including dye and fragrance free options.	Self-Service laundry facility with washing machines, clothes dryers, and any other appropriate laundry equipment, including, but not limited to irons, ironing boards, detergent, fabric softener, dryer sheet, bleach. Different brand should be available, including dye and fragrance free options.	Self-Service laundry facility with washing machines, clothes dryers, and any other appropriate laundry equipment, including, but not limited to irons, ironing boards, detergent, fabric softener, dryer sheet, bleach. Different brand should be available, including dye and fragrance free options.	Self-Service laundry facility with washing machines, clothes dryers, and any other appropriate laundry equipment, including, but not limited to irons, ironing boards, detergent, fabric softener, dryer sheet, bleach. Different brand should be available, including dye and fragrance free options.	Self-Service laundry facility with washing machines, clothes dryers, and any other appropriate laundry equipment, including, but not limited to irons, ironing boards, detergent, fabric softener, dryer sheet, bleach. Different brand should be available, including dye and fragrance free options.
Medical Clinic	Equipment	Separate tent / facility. 50 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 25 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 13 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 5 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.
Life Safety	Equipment	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 4-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all trailers at 1 per 500 Sq. Ft. ANSUL system OR 3-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A						
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC					
Moral, Welfare, and Recreation	Equipment	Separate tent/facility to accommodate tables, chairs, two large-screen TVs, recreational equipment, board and card games, and refreshments for 150 persons. OPTIONAL: Public Wireless Internet to the extent possible. Four workstations, 1 printer.	Separate tent/facility to accommodate tables, chairs, two large-screen TVs, recreational equipment, board and card games, and refreshments for 50 persons. OPTIONAL: Public Wireless Internet to the extent possible. Four workstations, 1 printer.	Combined with Dining Hall or a separate facility. Tables, chairs, two large TVs, recreational equipment, board and card games, and refreshments for 100 persons. OPTIONAL: Public Wireless Internet to the extent possible. Three workstations, 1 printer.	Combined with Dining Hall. Tables, chairs, two TVs, board and card games, and refreshments for 50 persons. OPTIONAL: Public Wireless Internet to the extent possible. Two workstations, 1 printer.	Combined with Dining Hall. Tables, chairs, two TVs, board and card games, and refreshments for 20 persons. OPTIONAL: Public Wireless Internet to the extent possible. Two workstations, 1 printer.
Administration	Equipment	Separate administrative area for Shelter management. Resident check-in, credentialing, resource ordering, central security, and Shelter command element. 2 copiers, 2 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for Shelter management. Resident check-in, credentialing, resource ordering, central security, and Shelter command element. 2 copiers, 2 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for Shelter management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for Shelter management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for Shelter management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. May be pre-installed in a trailer.
Security	Services	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates. NOTE: This is SECURITY for the site and residents; and NOT detention of residents.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates. NOTE: This is SECURITY for the site and residents; and NOT detention of residents.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates. NOTE: This is SECURITY for the site and residents; and NOT detention of residents.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates. NOTE: This is SECURITY for the site and residents; and NOT detention of residents.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates. NOTE: This is SECURITY for the site and residents; and NOT detention of residents.

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A						
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC					
Information Technology and Communication	Equipment	ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 40 POTS or VoIP telephone lines to support voice and fax, Shelter public address system Shelter two-way radio system with 40 radios. NOAA Weather Radio. OPTIONAL: Public telephone trailers for Shelter residents provided as available.	ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 30 POTS or VoIP telephone lines to support voice and fax, Shelter public address system Shelter two-way radio system with 40 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for Shelter residents provided as available.	ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least six (6) computer workstations, 1 printers, 1 document scanner, 16 POTS or VoIP telephone lines to support voice and fax, Shelter public address system Shelter two-way radio system with 30 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for Shelter residents provided as available.	ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least four (4) computer workstations, 1 printers, 1 document scanner, 12 POTS or VoIP telephone lines to support voice and fax, Two handheld megaphones Shelter two-way radio system with 20 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for Shelter residents provided as available.	ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least four (4) computer workstations, 1 printers, 1 document scanner, 12 POTS or VoIP telephone lines to support voice and fax, Two handheld megaphones Shelter two-way radio system with 20 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for Shelter residents provided as available.
Infrastructure Support Services	Equipment	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A						
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
COMPONENT	METRIC					
Ablution	Equipment	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.
Commissary	Services	OPTIONAL: A full-service Commissary shall be provided in the shelter in accordance with USFS Commissary Contract Standards.	OPTIONAL: A full-service Commissary shall be provided in the shelter in accordance with USFS Commissary Contract Standards.	OPTIONAL: Limited service Commissary shall be provided in the shelter in accordance with USFS Commissary Contract Standards.	OPTIONAL: Basic service Commissary shall be provided in the shelter	OPTIONAL: Basic service Commissary shall be provided in the shelter
ATM	Equipment	OPTIONAL: Portable ATM Machine or trailers provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	N/A
Postal and Express Services	Service	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the Shelter for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the Shelter for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the Shelter for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the Shelter for residents.	N/A
		EMERGENCY SHELTERS: Emergency Shelters are established as required in areas close in proximity to emergency impact areas. The purpose is to provide basic emergency shelter services for displaced persons in areas either where there are limited hotel/motel or other alternative resources. Commercial contractors/vendors providing "turn-key" services will be considered the primary source of the establishment of Emergency Shelters. For larger Shelters, The Contractor should have an ability to construct the Emergency Shelters and habilitate displaced populations with modified structures, tents or modular mobile units, provide air conditioning, heating, beds and/or cots, bedding, dining halls, kitchens, medical unit, reefer trucks to haul food & ice and store, 3 meals a day (4 for workers), shower units, hand wash units, potable (drinking) water, water purification and manifold distribution systems, toilets, on-site manifold distribution of black and grey water and associated On- Site Sanitation Systems, laundry service, leveled				

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A					
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV
TYPE V					
COMPONENT	METRIC				
	hardwood floors, industrial generators, diesel 4000 watt light towers, utility vehicles, tooling and equipment for plumbing, electrical, instrumentation, and other consumables including kitchen utensils,. Contractor shall also provide operations centers, and communication services to include telephone and wireless internet connectivity. Detailed Scope of Work for a specific site, specifications, terms, and conditions must be negotiated between the City of Galveston and contractor. OVERVIEW of Services provided at an Emergency Shelter includes: Staffing and Management: - Shelter construction is considered turnkey, bare base, meaning that no on-site infrastructure is technically required to build the Shelter. Shelter construction, engineering, and support services are all provided by one prime vendor, who may or may not, in turn, let sub-contracts for various items or services in the Shelter. - The prime contractor provides all engineering and support staff. - Overall, Shelter management is the responsibility of the City at some level with the assignment of at least a Type III IMT or IST. Billeting / Shelter Type: - The first choice of accommodations is the conversion of a fixed facility/building to accommodate personnel. Such conversion includes installation of dividing walls, partitions or curtains in order to allow for some privacy. - For larger operations, hard-sided tents, long-span structures or soft-sided tents or CONEX Systems can be used as billeting. Tent Shelters can take from 48-96 hours to set-up and must conform to normal wind loading of 45 MPH sustained, or 75 MPH in hurricane areas, based on previous events where storms crossing over the Shelter has done significant damage to these structures. Hard-sided tents are preferred over soft sided. Tents must be fitted with floors and HVAC systems for climate controlled living conditions. Food Services: - Food services will be accomplished through contract catering. Three meals per day will be served in accordance with modifying current US Forest Service Catering Contracts to serve between 1800 – 2200 calories per person, per day. An approved 10-day rotation meal plan will be established. Food service facilities must meet all required public health code requirements to include a commercial grade (restaurant) NSF approved equipment, sealed floor, HVAC, bug screens and/or air curtain blowers, equipment and utensil sanitation, fire suppression, and hand wash stations in numbers appropriate for the size of Shelter. Shelter catering must be able to feed at least 5-10% more persons above Shelter residents Shower Accommodations: - Shower trailers or CONEX systems will be brought in. These trailers/CONEX typically accommodate 6-10 persons at a time, include a changing room. Trailers have a high capacity hot water heater, typically fueled by propane or diesel fuels. The shelter must be able to shower 10% more persons above Shelter residents. Restroom Accommodations: - Porta-potties will not be used unless no other resources were available, except in remote areas such as parking and service areas. Restroom trailers or CONEX systems will conform to ANSI 4.4 regulations. Restroom trailers resemble a public restroom, are well lighted, have mirrors, sinks, toilets, and urinals. Versions are available for both men and women. The shelter must be able to accommodate 10% more persons above Shelter residents. Laundry Facilities and Services: - Portable laundry trailers or CONEX systems come in two configurations, self-service, and commercial. In the self-service, citizens staying at the base can do their own laundry just like in a laundromat. In the commercial version, a contract service will be brought in to wash, dry and fold laundry for base personnel. Medical Care: - A basic medical clinic will be provided to afford routine medical check-ups and care. Contractor shall establish the area and provide basic equipment. Medical supplies, equipment, and services shall be provided by either EMS or public health personnel. Any emergency will necessitate calling 911.				

RESOURCE: Catastrophic Emergency Shelter Support Systems Part 1 Annex A					
CATEGORY: Catastrophic Emergency Shelter Support Systems			KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV
COMPONENT	METRIC				
	Morale, Welfare and Recreation Facility: - Between meal periods, the dining tent may be used as a recreation facility. The contractor may provide recreation items such as a Ping-Pong table, large screen TV, reading library, daily newspapers, board games, cards and other items to afford workers a means to relax between shifts. Internet workstations shall be an option for personnel to check e-mail or document work-related activities. Administration: - Personnel check-in. Agencies sending emergency personnel to an Emergency Shelter will identify that personnel by name/agency to the Shelter Manager in advance of arrival, or issue a separate credential. Shelter Managers in the Administration Unit will assign berthing space to individuals. Each person shall be issued a unique identity card indicating the level of services the person is entitled to at the Shelter. - Three levels of check-in and issuance of identity cards / credentialing are designated: - Resident – Full time sleeping, dining and full services - Meals and Showers Only – Typically for commercial trucking personnel who sleep in their trucks and only require food, shower and laundry support - Meals Only – Personnel who will only receive meals at the Shelter and reside and shower at other locations or at home. - Telecommunications - Public pay phone trailers will be located within the billeting area, food service, recreation and administrative areas to allow personnel to call family and friends - POTS or VoIP telephone lines and ISDN, DSL, Satellite, or fiber optic T-1 lines will be ordered to support the administrative office at the Emergency Shelter. - Office space will be established to allow for the management of the site - Life Safety & Security will be mission tasked with law enforcement, fire, and EMS agencies to support Shelter operations.				

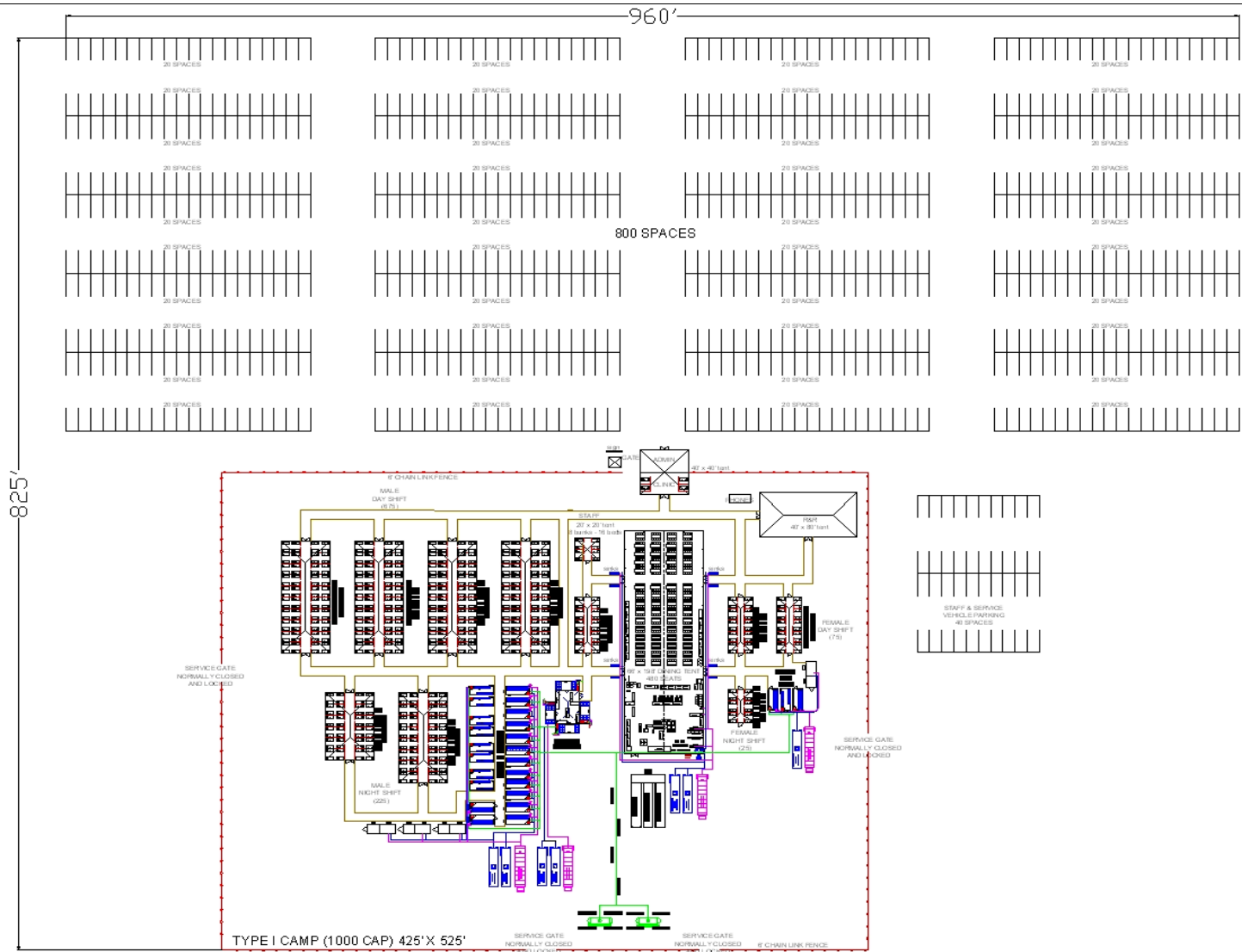
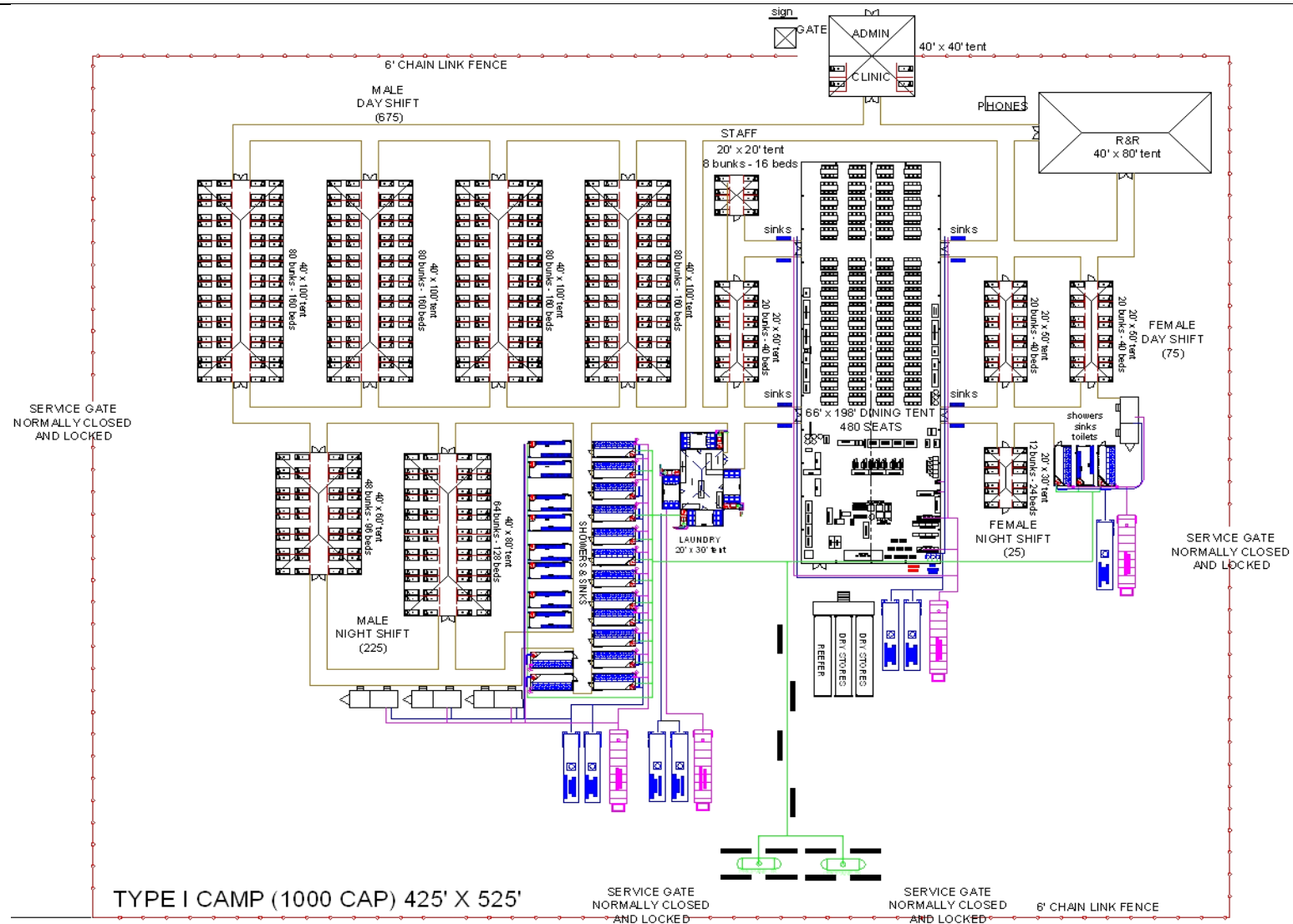
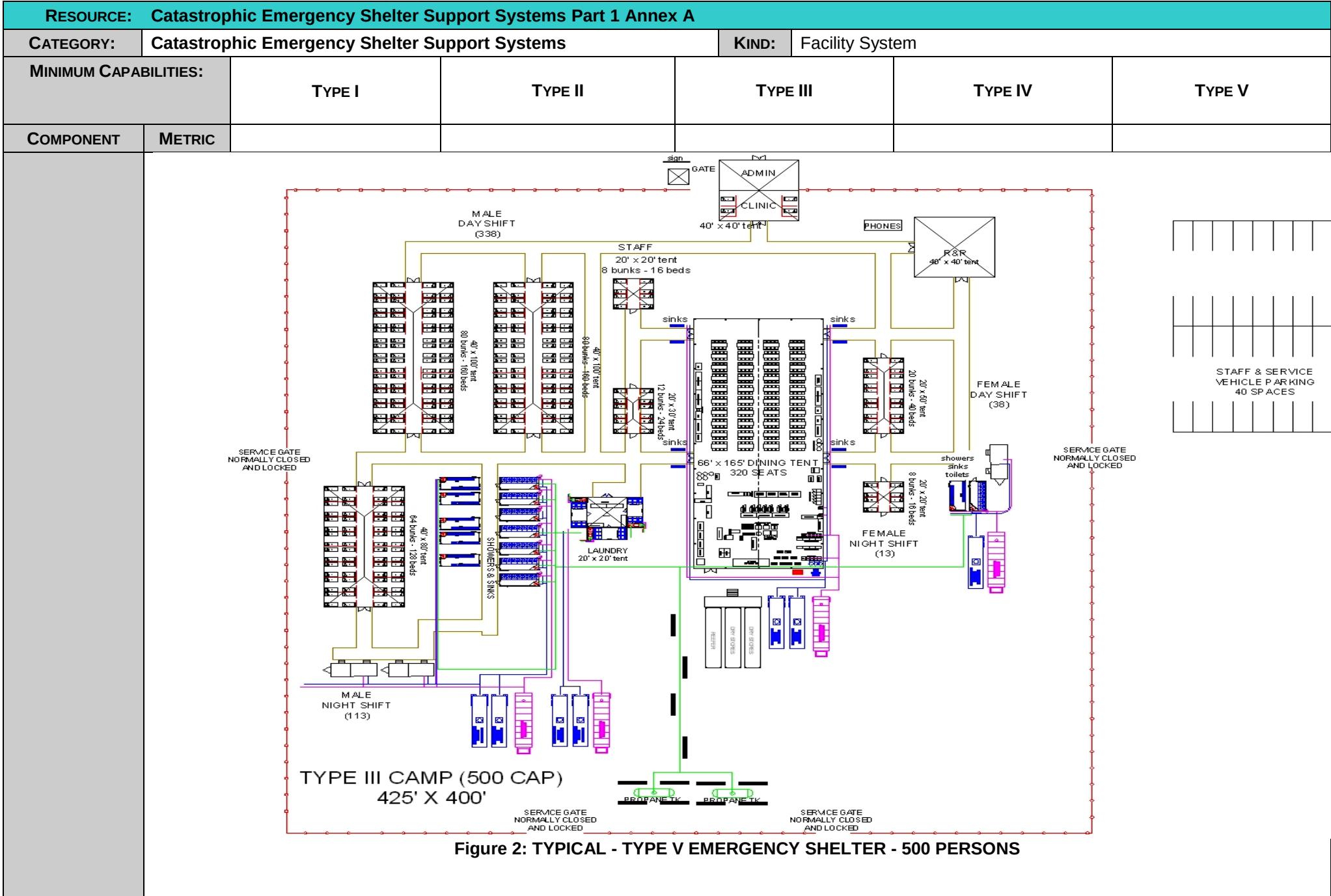


Figure 1: TYPICAL - TYPE IV EMERGENCY SHELTER - 1000 PERSONS





RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp			KIND: Facility System			
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
Site Capacity	Capacity	1000 Persons	750 Persons	500 Persons	250 Persons	100-150 Persons
Site Type	Type	Fixed Structures Camp, Hard sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Hard Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Hard or Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Soft-Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Type V: Mobile 53' self-contained semi-trailer systems Type VI: Travel Trailers mobile bunkhouses or RV's.
Set-Up Time	Time	96 – 120 Hours from time of arrival on scene	96 – 120 Hours from time of arrival on scene	96 - 120 Hours from time of arrival on scene	48 - 72 Hours from time of arrival on scene	Mobile – 2-6 Hours from time of arrival on scene
Square Footage Requirements	Space	CAMP: 250,000 Sq. Ft. PARKING: 550,000 Sq. Ft. TOTAL: 800,000 Sq. Ft	CAMP: 210,000 Sq. Ft. PARKING: 370,000 Sq. Ft. TOTAL: 580,000 Sq. Ft.	CAMP: 180,000 Sq. Ft. PARKING: 180,000 Sq. Ft. TOTAL: 360,000 Sq. Ft.	CAMP: 170,000 Sq. Ft. PARKING: 120,000 Sq. Ft. TOTAL: 290,000 Sq. Ft.	CAMP: 50,000 Sq. Ft. PARKING: 50,000 Sq. Ft. TOTAL: 100,000 Sq. Ft
Site Prep	Equipment	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, the site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	Vehicles should remain on hardstand surfaces.
Parking Area(s)	Space	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated as per examples in Figures 1, 3, 5 & 7. The lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	The parking area will be designated. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.
Camp Management	Government Personnel	Type II IST – Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST or Logistics Section Camp Manager Food Unit Leader Safety Officer Medical Unit Leader	Logistics Section - Camp Manager Food Unit Leader Safety Officer Medical Unit Leader

RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp				KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
Camp Construction, Engineering, and Operations	Contractor Personnel	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyors Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billeting Coordinators Sous Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operator Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Small Management Team Operations Manager Truck Drivers Porters Sous Chef Cooks Licensed Plumber Licensed Electrician Administrative Support Billeting Coordinator
Billeting	Equipment	1,000 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a padlock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets, and pillows.	750 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a padlock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets, and pillows.	500 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a padlock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets, and pillows.	250 Persons, cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each resident shall have access to their own individual locker that can accommodate a padlock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets, and pillows.	100 Persons, built in berths. Separate areas for male/female and day/night shifts. HVAC Provided in all units. Each resident shall have access to an individual locker that can accommodate a padlock. Beds will be provided within each unit. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets, and pillows.

RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp				KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
Food Services	Equipment	1000 Persons per meal. Seating for 40% at a time. The fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with the US Public Health Service 2005 Food Code	750 Persons per meal. Seating for 40% at a time. The fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with the US Public Health Service 2005 Food Code	500 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility OR interconnected 53' Type I mobile field kitchen trailers, commercial restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with the US Public Health Service 2005 Food Code	250 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility OR 53' Type II Mobile Feeding Kitchen semi-trailer unit, commercial restaurant equipment. Plumbed fixtures, single serving line, air-conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with the US Public Health Service 2005 Food Code	100 Persons per meal. Seating for 40% at a time. 40' Type II or III Mobile Feeding Kitchen semi-trailer unit, commercial restaurant equipment. Plumbed fixtures, single serving line, Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with the US Public Health Service 2005 Food Code
Food Services	Service	Four Meals per day (3 hot or 2/2), USFS Food Service Contract Specifications 24-hour food services.	Four Meals per day (3 hot or 2/2), USFS Food Service Contract Specifications 24-hour food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications. 24-hour food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications Negotiated hours of food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications Negotiated hours of food services.
Showers	Equipment	Trailers / CONEX Self Contained, 1000 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	Trailers / CONEX self-contained, 750 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	Trailers / CONEX, networked, 500 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	Trailers / CONEX networked, 250 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	Self Contained with sleeper units (ratio of 1 shower head to 5-8 persons)
Rest Rooms	Equipment	Trailers, self-contained, 1000 Persons (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.	Trailers, self-contained, 750 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Trailers, self-contained / CONEX, network plumbed, 500 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Trailers, self-contained / CONEX, network plumbed 250 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Self Contained with sleeper units. (Ratio of 1 toilet to 10 persons, or 1 toilet and .5 urinals per 10 males). Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.

RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp			KIND: Facility System			
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
Laundry	Equipment	Full-Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by the contractor. Dry cleaning on a 48-hour service.	Full-Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by the contractor. Dry cleaning on a 48-hour service.	Full-Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by the contractor. Dry cleaning on a 48-hour service.	Self Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by the contractor.	Self Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by the contractor.
Medical Clinic	Equipment	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	ALS Ambulance with a 10' X 20" support tent, tables and chairs and divider wall for sick calls.
Life Safety	Equipment	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 4-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all trailers at 1 per 500 Sq. Ft. ANSUL system OR 3-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.
Moral, Welfare, and Recreation	Equipment	Separate tent/facility to accommodate tables, chairs, two large-screen TVs, recreational equipment, board and card games, and refreshments for 350 persons. OPTIONAL: Public Wireless Internet to the extent possible. Four workstations, 1 printer.	Separate tent/facility to accommodate tables, chairs, two large-screen TVs, recreational equipment, board and card games, and refreshments for 250 persons. OPTIONAL: Public Wireless Internet to the extent possible. Four workstations, 1 printer.	Combined with Dining Hall or a separate facility. Tables, chairs, two large TVs, recreational equipment, board and card games, and refreshments for 200 persons. OPTIONAL: Public Wireless Internet to the extent possible. Three workstations, 1 printer.	Combined with Dining Hall. Tables, chairs, two TVs, board and card games, and refreshments for 150 persons. OPTIONAL: Public Wireless Internet to the extent possible. Two workstations, 1 printer.	Attached to or adjacent to mobile units. Tables, chairs, TV, board and card games and refreshments for 50 persons. OPTIONAL: Public Wireless Internet

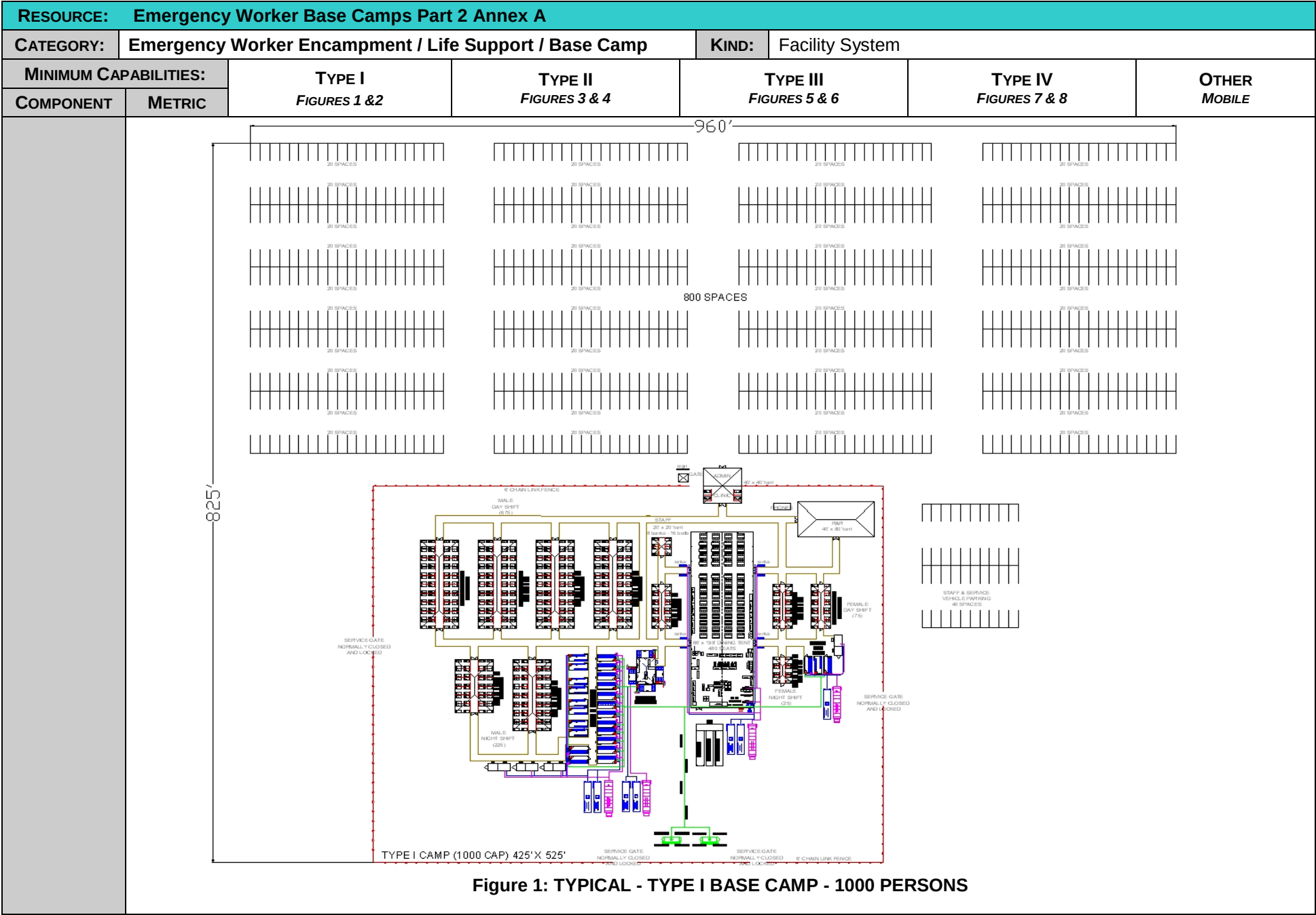
RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp				KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
Administration	Equipment	Separate administrative area for camp management. Resident check-in, credentialing, resource ordering, central security, and camp command element. 2 copiers, 2 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, credentialing, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badging system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. May be pre-installed in a trailer.
Security	Services	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates.	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if the site is unsecured with gates.	Security personnel provided to maintain site security and protection of property. May be contracted under the supervision of sworn law enforcement.
Information Technology and Communications	Equipment	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 20 POTS or VoIP telephone lines to support voice and fax, Camp public address system Camp two-way radio system with 40 radios. NOAA Weather Radio. OPTIONAL: Public telephone trailers for camp residents provided as available.	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 20 POTS or VoIP telephone lines to support voice and fax, Camp public address system Camp two-way radio system with 40 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least six (6) computer workstations, 1 printers, 1 document scanner, 16 POTS or VoIP telephone lines to support voice and fax, Camp public address system Camp two-way radio system with 30 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least four (4) computer workstations, 1 printers, 1 document scanner, 12 POTS or VoIP telephone lines to support voice and fax, Two handheld megaphones Camp two-way radio system with 20 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.	Satellite data access for the administration of camp operations. 4 satellite and/or VoIP telephone lines for the administration office, backed up by cellular telephones. Camp two-way radio system with 20 radios. NOAA Weather Radio.

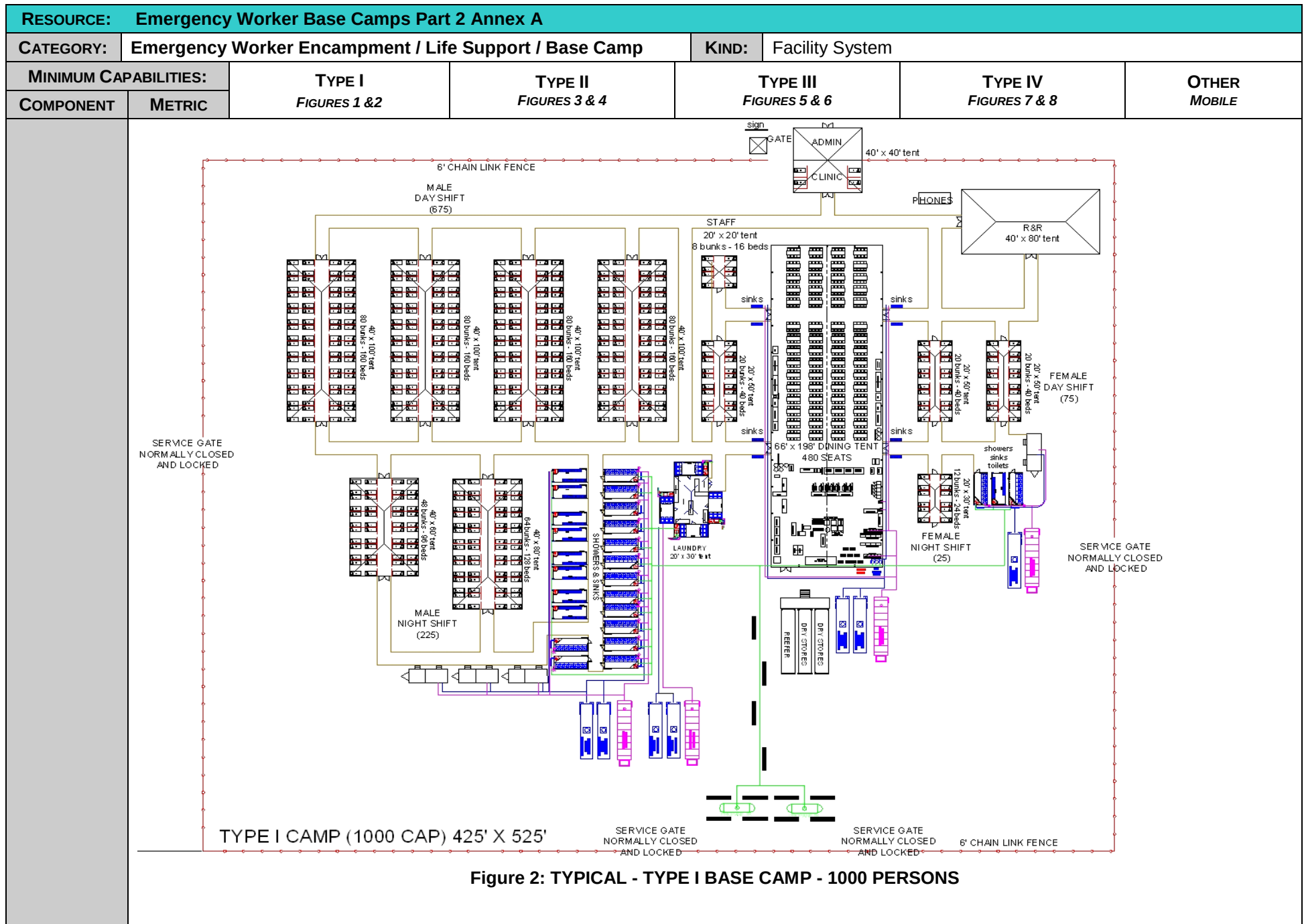
RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
Infrastructure Support Services	Equipment	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing w/ posts, fire extinguishers.	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), fire extinguishers.
Ablution	Equipment	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.	Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards.
Commissary	Services	OPTIONAL: A full-service Commissary may be provided in the camp in accordance with USFS Commissary Contract Standards.	OPTIONAL: A full-service Commissary may be provided in the camp in accordance with USFS Commissary Contract Standards.	OPTIONAL: Limited service Commissary may be provided in the camp in accordance with USFS Commissary Contract Standards.	Limited basic essential convenience items (toothpaste, shave cream etc) available in the Administration Office on a cost recovery basis.	Limited basic essential convenience items (toothpaste, shave cream etc) available in the Administration Office on a cost recovery basis.

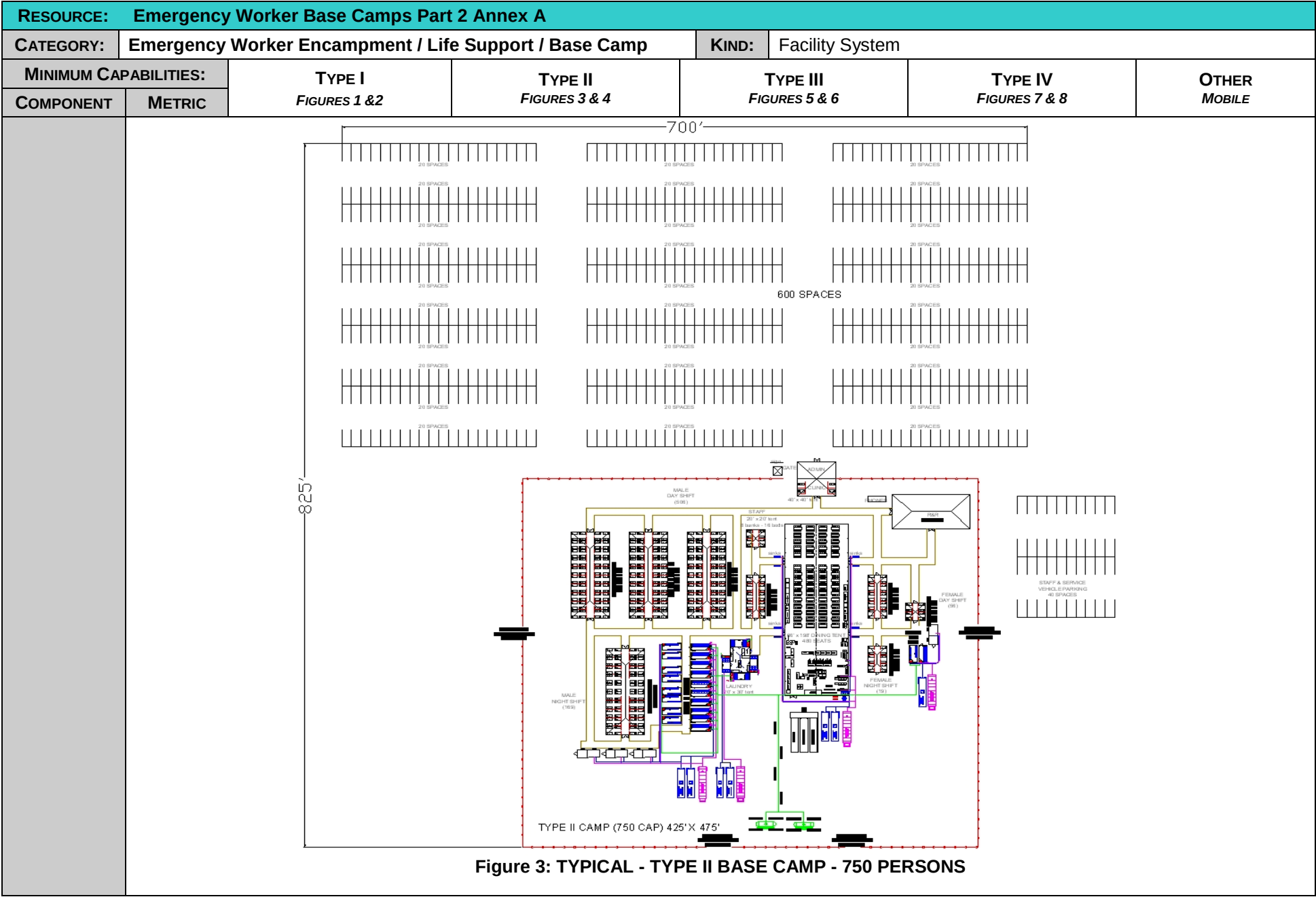
RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp			KIND: Facility System			
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
K-9 Support Area	Equipment	A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	A K-9 support area will be established for USaR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.	N/A
Vehicle Support, Maintenance and Refueling Area	Equipment and Space	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs, and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs, and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs, and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs, and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and berms and fire suppression systems.	OPTIONAL: Field refueling split tank trucks (diesel/MOGAS) will be provided to support emergency responders under a separate contract.
ATM	Equipment	OPTIONAL: Portable ATM Machine or trailers provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	OPTIONAL: Portable ATM Machine or trailer provided if possible.	N/A
Postal and Express Services	Service	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.	N/A
BASE CAMPS: Base camps are established as required in areas close in proximity to emergency impact areas. The purpose is to accommodate emergency workers responding to events in areas either where there are limited hotel/motel resources, or when occupying hotels/motels would not permit disaster victims from relocating from shelters into hotel/motels, thus extending the						

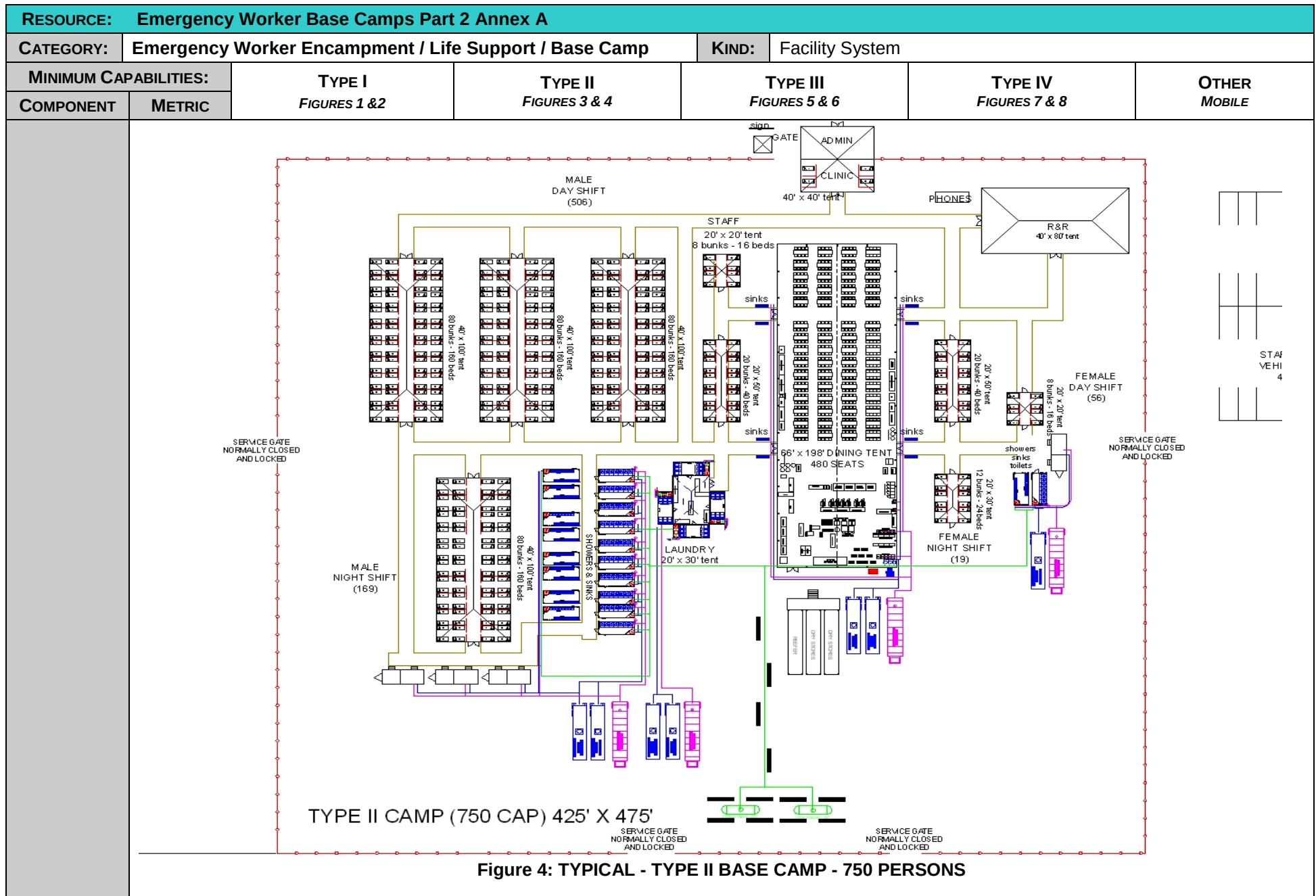
RESOURCE: Emergency Worker Base Camps Part 2 Annex A						
CATEGORY: Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
		emergency shelter phase of the operation. Commercial contractors/vendors providing “turn-key” services will be considered the primary source of the establishment of base camps. For larger camps, Types can be combined at one site, such as a Type I and a Type II to build a 1,500 person camp. The Contractor should have an ability to construct the base camps and habilitate responders, recovery workers, military and relief agency workers with tents or modular units, provide air conditioning, heating, beds and/or cots, bedding, dining halls, kitchens, medical unit, reefer trucks to haul food & ice and store, 4 meals a day, shower units, hand wash units, potable (drinking) water, water purification and manifold distribution systems, toilets, on-site manifold distribution of black and grey water and associated On- Site Sanitation Systems, laundry service, leveled hardwood floors, industrial generators, diesel 4000 watt light towers, utility vehicles, tooling and equipment for plumbing, electrical, instrumentation, and other consumables including kitchen utensils,. Contractor shall also provide operations centers, recreation facilities and communication services to include telephone and wireless internet connectivity. The Contractor shall keep all of their assets mobile, staged with their own fleet of tractor-trailers, and shall be able to keep those assets available for rapid deployment if required by the City of Galveston. Detailed Scope of Work, specifications, terms, and conditions must be negotiated between the City of Galveston and contractor. There are six levels of Base Camps: • Type I support 1000 persons • Type II supports 750 persons • Type III supports 500 persons • Type IV supports 250 persons • Other: Mobile Life Support Trailers • Type V: 53' Self Contained Semi-Trailers • Type VI: 40' Motor Homes • 32' Travel Trailers OVERVIEW of Services provided at a Base Camp include: Staffing and Management: • Camp construction is considered turnkey, bare base, meaning that no on-site infrastructure is technically required to build the camp. Camp construction, engineering, and support services are all provided by one prime vendor, who may or may not, in turn, let sub-contracts for various items or services in the camp. • The prime contractor provides all engineering and support staff. • Overall, camp management is the responsibility of the City at some level with the assignment of at least a Type III IMT or IST. Billeting / Camp Type: • The first choice of accommodations is the conversion of a fixed facility/building to accommodate personnel. Such conversion includes installation of dividing walls, partitions or curtains in order to allow for some privacy. • For larger operations, hard-sided tents, long-span structures or soft-sided tents or CONEX Systems can be used as billeting. Tent camps can take from 48-96 hours to set-up and must conform to normal wind loading of 45 MPH sustained, or 75 MPH in hurricane areas, based on previous events where storms crossing over the camp has done significant damage to these structures. Hard-sided tents are preferred over soft sided. Tents must be fitted with floors and HVAC systems for climate controlled living conditions. • For small deployments or where teams are moving from site to site every 1-2 days, self-contained 53' semi-trailer bunkhouses, travel trailers or CONEX mobile bunkhouses or RV's can be utilized. Trailers can accommodate six personnel, while bunkhouses accommodate 10 personnel. 53' semi-trailer can accommodate 12-24 persons. Food Services: • Food services will be accomplished through contract catering. Four meals per day will be served in accordance with current US Forest Service Catering Contracts. An approved 14-day rotation meal plan will be established. Food service facilities must meet all required public health code requirements to include a commercial grade (restaurant) NSF approved equipment, sealed floor, HVAC, bug screens and/or air curtain blowers, equipment and utensil sanitation, fire suppression, and hand wash stations in numbers appropriate for the size of the camp. Camp catering must be able to feed at least 30% more persons above camp residents				

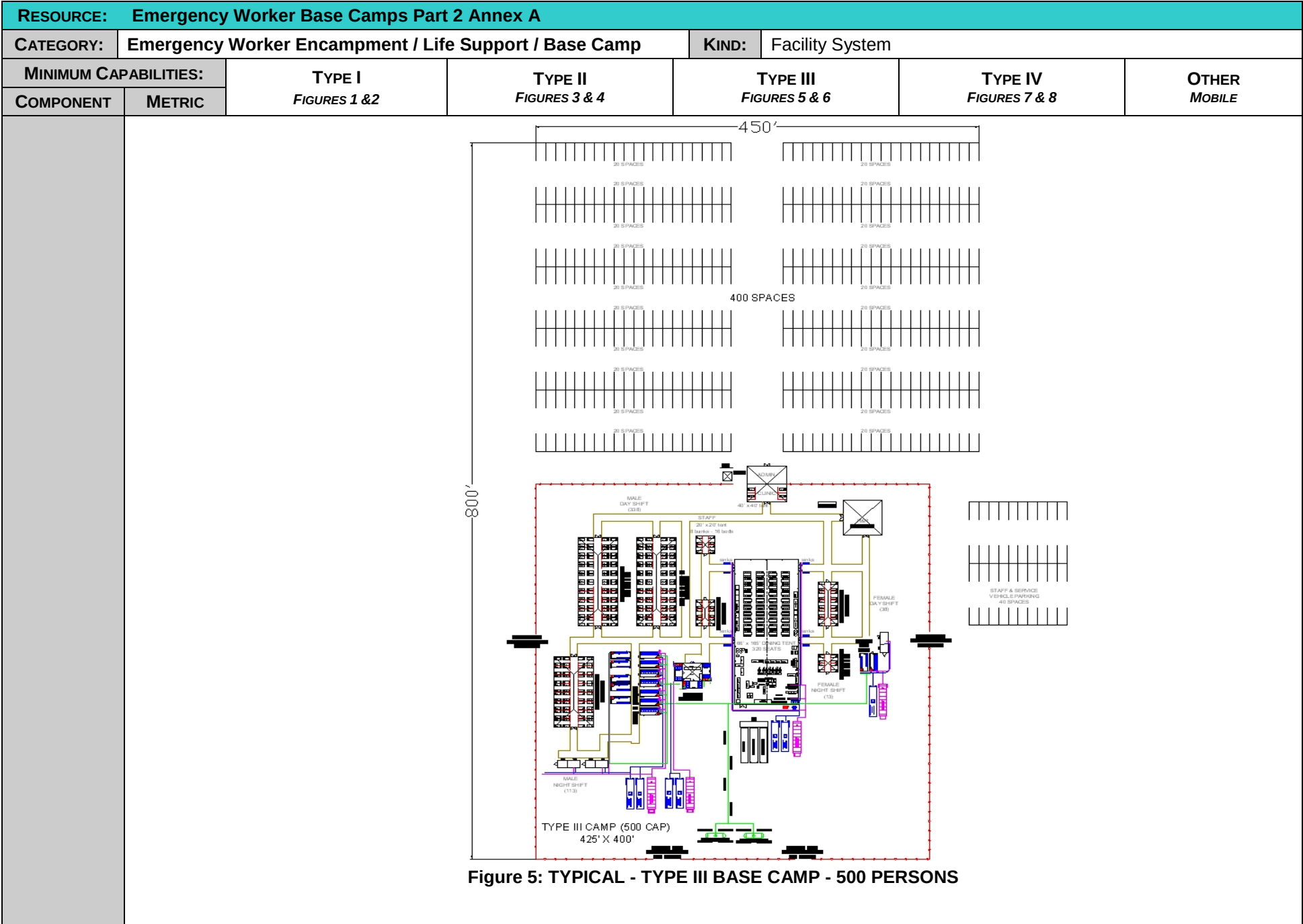
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MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
		Shower Accommodations: - Shower trailers or CONEX systems will be brought in. These trailers/CONEX typically accommodate 6-10 persons at a time, include a changing room. Trailers have a high capacity hot water heater, typically fueled by propane or diesel fuels. Camp must be able to shower 20% more persons above camp residents. Restroom Accommodations: - Porta-potties will not be used unless no other resources were available, except in remote areas such as parking and service areas. Restroom trailers or CONEX systems will conform to ANSI 4.4 regulations. Restroom trailers resemble a public restroom, are well lighted, have mirrors, sinks, toilets, and urinals. Versions are available for both men and women. Camp must be able to accommodate 20% more persons above camp residents. Laundry Facilities and Services: - Portable laundry trailers or CONEX systems come in two configurations, self-service, and commercial. In the self-service, workers can do their own laundry just like in a laundromat. In the commercial version, a contract service will be brought in to wash, dry and fold laundry for base personnel. Medical Care: - A basic medical clinic will be provided to afford routine medical check-ups and care. Contractor shall establish the area and provide basic equipment. Medical supplies, equipment, and services shall be provided by either EMS or public health personnel. Any emergency will necessitate calling 911. Morale, Welfare and Recreation Facility: - Between meal periods, the dining tent will be used as a recreation facility for Type IV, V, and VI camps. On Type I, II and III camps accommodating over 500 personnel, a separate tent facility will be provided with recreation items such as a Ping-Pong table, large screen TV, reading library, daily newspapers, board games, cards and other items to afford workers a means to relax between shifts. Internet workstations shall be an option for personnel to check e-mail or document work-related activities. Administration: - Personnel check-in. Agencies sending emergency personnel to a Base Camp will identify that personnel by name/agency to the Camp Manager in advance of arrival, or issue a separate credential. Camp Managers in the Administration Unit will assign berthing space to individuals. Each person shall be issued a unique identity card indicating the level of services the person is entitled to at the camp. - Three levels of check-in and issuance of identity cards / credentialing are designated: - Resident – Full time sleeping, dining and full services - Meals and Showers Only – Typically for commercial trucking personnel who sleep in their trucks and only require food, shower and laundry support - Meals Only – Personnel who will only receive meals at the Camp and reside and shower at other locations or at home. - Telecommunications - Public pay phone trailers will be located within the billeting area, food service, recreation and administrative areas to allow personnel to call family and friends - POTS or VoIP telephone lines and ISDN, DSL, Satellite, or fiber optic T-1 lines will be ordered to support the administrative office at the BaseCamp. - Office space will be established to allow for the management of the site - Life Safety & Security will be mission tasked with law enforcement, fire, and EMS agencies to support camp operations.				

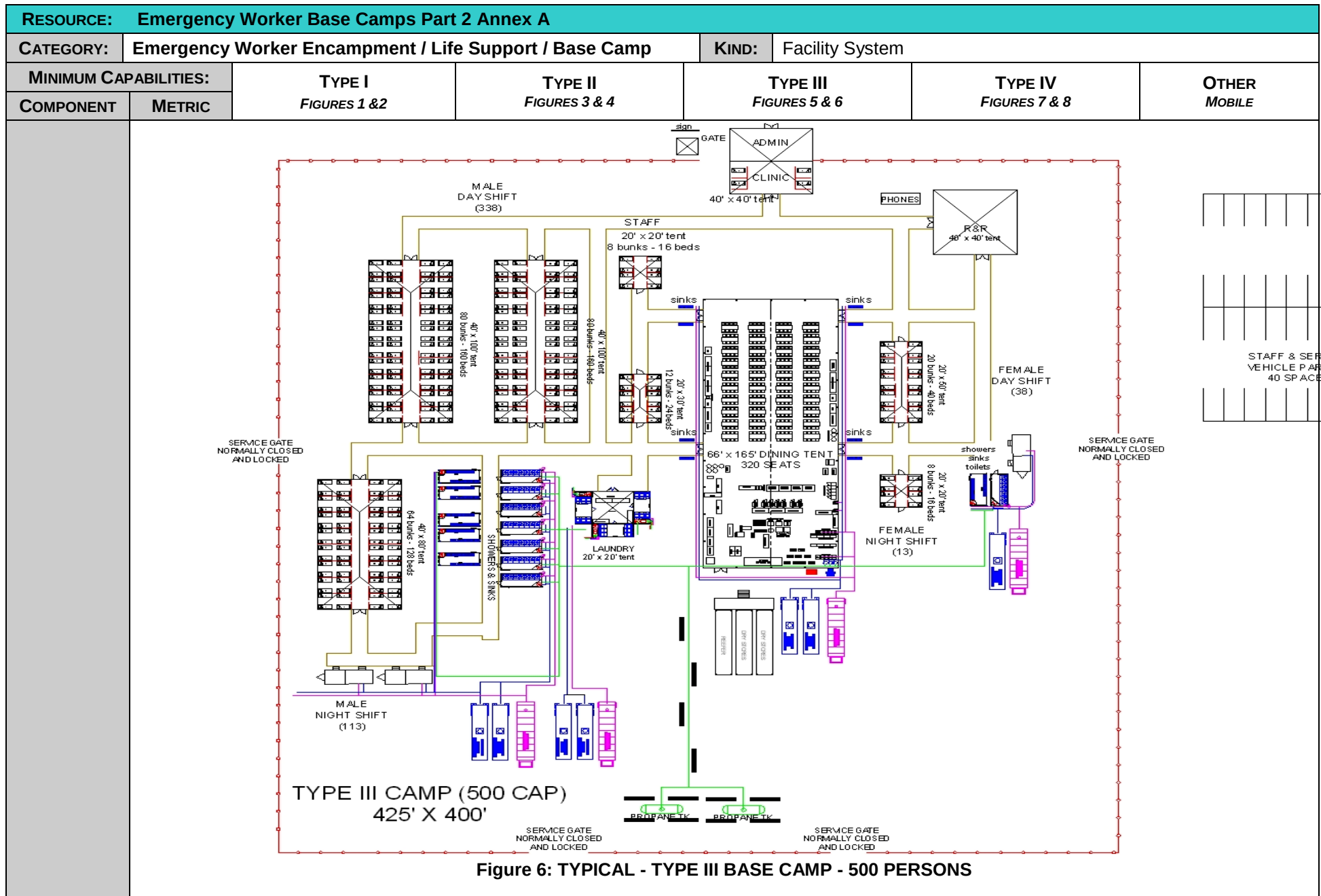


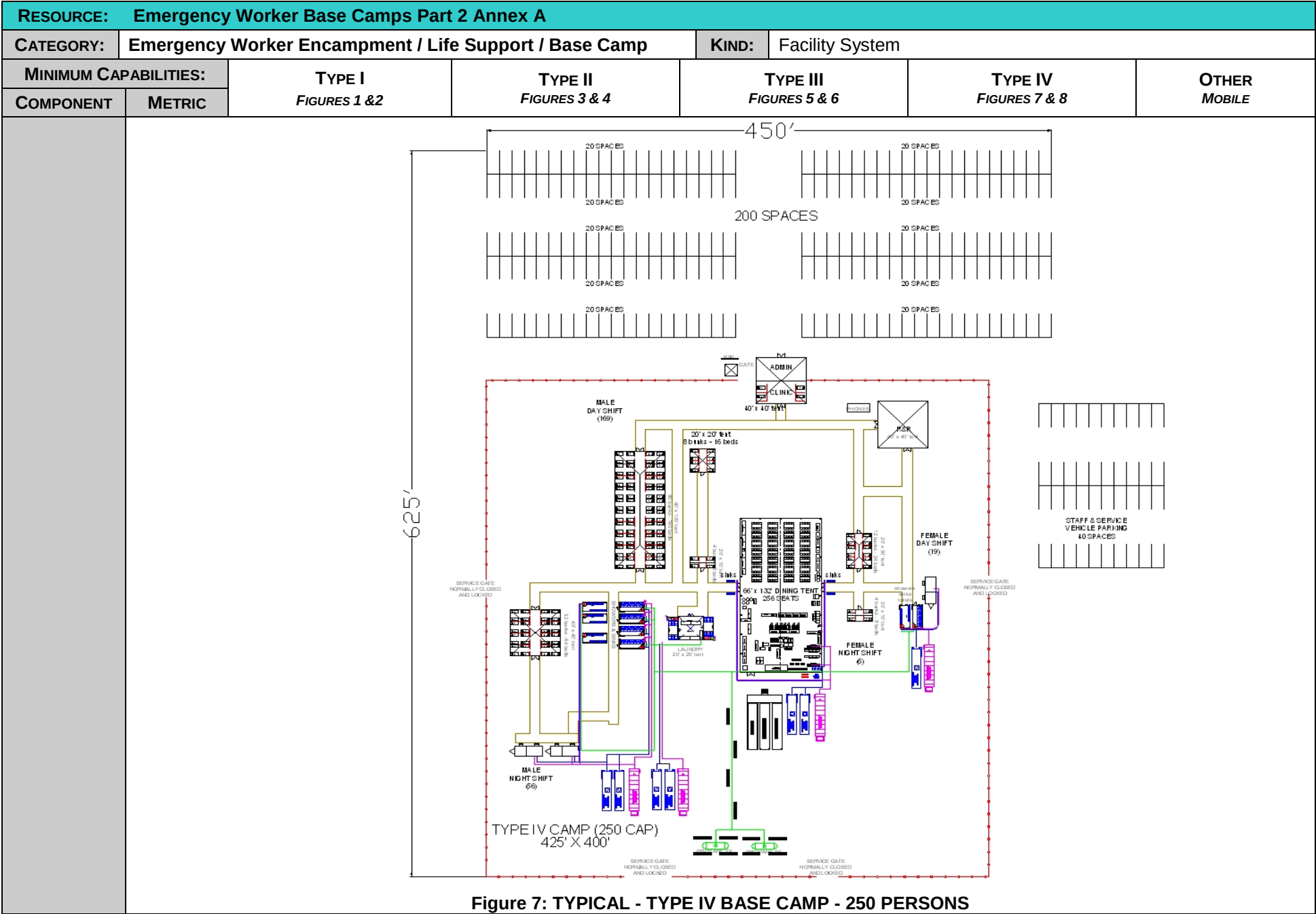












City of Galveston
Pricing Calculation Sheet for
RFP 19-04 Emergency Worker Base Camp
Catastrophic Emergency Shelter Base Camp

Item #	Base Camps	Mobilization	Weekly Rate	Demobilization
1	NIMS TYPE I 1000 Person Base Camp			
2	NIMS TYPE II 750 Person Base Camp			
3	NIMS TYPE III 500 Person Base Camp			
4	NIMS TYPE IV 250 Person Base Camp			
5	NIMS TYPE V 100 Person Base Camp			
Item #	Kitchen Service			
6	NIMS TYPE I 1000 Person Kitchen/Meals			
7	NIMS TYPE II 750 Person Kitchen/Meals			
8	NIMS TYPE III 500 Person Kitchen/Meals			
9	NIMS TYPE IV 250 Person Kitchen/Meals			
10	NIMS TYPE V 100 Person Kitchen/Meals			
Item #	Shower Service			
11	NIMS TYPE I 1000 Person Showers			
12	NIMS TYPE II 750 Person Showers			
13	NIMS TYPE III 500 Person Showers			
14	NIMS TYPE IV 250 Person Showers			
15	NIMS TYPE V 100 Person Showers			

Item #	Laundry Service	Mobilization	Weekly Rate	Demobilization
16	NIMS TYPE I 1000 Person Laundries			
17	NIMS TYPE II 750 Person Laundries			
18	NIMS TYPE III 500 Person Laundries			
19	NIMS TYPE IV 250 Person Laundries			
20	NIMS TYPE V 100 Person Laundries			
Item #	Civil Support	Weekly Rate		
21	Tent 10'x10'			
22	Tent, 20' X 20'			
23	Tent, 40' X 40'			
24	Tent, 10' X 10' Pop-Up			
25	Tent, 10' X 15' Pop-Up			
26	Tents - 30' x 90' x 7'			
27	Tents - 30' x 60' x 7'			
28	Tent, 60' x 100' x 7'			
29	Chairs - folding			
30	6' Table - folding			
31	8' Table - folding			
32	50' String Lighting			
33	100' String Lighting			
34	Power Distro-Spider Box			
35	24" portable fans on stands			
36	48" 2-speed warehouse fan			

Item #	Emergency Meals Heater Meals	Unit Price
37	1-Pallet = 70 Twelve Count Cases (840 meals) HM Entrees	
38	Bottled Water 24 count 16.9 oz Bottle/Case	

Personnel

Item #	Description Salaries/Wages	Weekly Rate	Fringe Benefits
39	Camp Manager		
40	Food Unit Leader		
41	Safety Officer		
42	Supply Unit Leader		
43	Unit Medical Leader		
44	Security Manager		
45	Director of Operations		
46	Chief of Operations		
47	Logistics Officer		
48	Project Manager		
49	Surveyor		
50	Engineer		
51	CAD Technician		
52	Equipment Manager		
53	Inventory Manager		

Personnel Continued

Item #	Description Salaries/Wages	Weekly Rate	Fringe Benefits
54	Licensed Plumbing Tech		
55	Licensed Electrical Tech		
56	Billeting Coordinator		
57	Chef/Food Service		
58	Food Service support personnel		
59	Tent/Structure Erector		
60	Heavy Equipment Operator		
61	Truck Driver		
62	General Laborers		
63	Security/Certified Police Officer		
Travel Costs			

Item #	Equipment	Weekly Rate
64	Credentialing/badging system	
65	Copier/Fax Machine	
66	Fire Fighter/ EMT	
67	Computer/Work Station	
68	Traffic Barricades, Barrel	
69	Barricades, Jersey - Composite	

Item #	Equipment	Weekly Rate
70	Traffic Cones	
71	Traffic Barricades, folding	
72	Conex Dry Storage Box 1,120 cu.ft.	
73	Chain link fence Galvanized 100-ft. x 4 ft.	
74	Chain link fence Galvanized 100-ft. x 6 ft.	
75	Light Tower 4000 watt Diesel	
76	Shower trailer 6-10 persons with attendant	
77	Shower trailer 6-10 persons ADA Compliant	
78	Restroom trailers 6-10 persons with attendant	
79	Restroom trailers 6-10 persons ADA Compliant	
80	Portable laundry trailers self service	
81	Portable Shower/Restroom 6-10 with attendant	
82	Portable laundry trailer fluf and fold service	
83	Porta-potties	
84	Mobile Sleeper unit 4 persons	
85	Mobile Sleeper units 8 persons	
86	53' Self Contained Semi-Trailer/Sleeper	
87	53' Self Contained Semi-Trailer/Bathroom-Shower	
88	32' Travel Trailer	
89	Mobile Kitchen unit	

Item #	Equipment	Weekly Rate
90	Hand washing station	
91	5- Ton Air Conditioner Unit	
92	10 - Ton Air Conditioner Unit	
93	15 - Ton Air Conditioner Unit	
94	20 - Ton Air Conditioner Unit	
95	25 - Ton Air Conditioner Unit	
96	30 - Ton Air Conditioner Unit	
97	40 - Ton Air Conditioner Unit	
98	50 - Ton Air Conditioner Unit	
99	60 - Ton Air Conditioner Unit	
100	75 - Ton Air Conditioner Unit	
101	80 - Ton Air Conditioner Unit	
102	Forklift Carpet Poles	
103	Pallet Grabbers w/Chain	
104	Pallet Jack	
105	Electric Pallet Jack	
106	Forklift Loading ramps	
107	5K Extended Reach Forklift	
108	6K Extended Reach Forklift	
109	Forklift Propane Tank w/o fuel	
110	Loader 1/2 yard	

Item #	Equipment	Weekly Rate
111	Loader 3/4 yard	
112	Loader 2 1/2 yard	
113	Skid Steer 1750 Lb.	
114	Skid Steer 2400 Lb.	
115	Street Sweeper	
116	D3 Cat Small Track-Type Tractor	
117	D4 Cat Small Track-Type Tractor	
118	D5 Cat Small Track-Type Tractor	
119	Ditch / Trench Digger	
120	Large Excavator	
121	Potable Water Tanker 8000 gallons	
122	Multi Fuel Truck 2000 gallons	
123	Wastewater vacume truck	
124	Fork Lift	
125	Tire Repair Truck with Operator	
126	Type VI Brush Truck	
127	Clase A Fire Pumper Truck	
128	4-Wheeler UTV 4 person	

Item #	Other Items Not Listed	
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Attachment A

City of Galveston-Base Camps Operations Guide

TABLE OF CONTENTS

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I. Introduction

There are many instances when the City Emergency Response Team will need to respond to a major disaster, in the City. When these events are of the magnitude that personnel need to be immediately deployed to the impacted area, and that area cannot support the influx of the amount of resources needed to effectively respond to the event, the City will establish a Base Camp. When the need for a Base Camp is evident, and the direction to establish one has been directed through the Office of Emergency Management, it will be established in areas close in proximity to emergency impact areas.

II. Mission /Purpose

Base camps are established as required in areas close in proximity to emergency impact areas. The purpose is to accommodate emergency workers responding to the event in areas where there are either limited hotel/motel resources, or when occupying hotels/motels would not permit disaster victims from relocating from shelters into hotel/motels.

III. Planning Assumptions

- The need for a Base Camp will be predicated on the size and severity of the impact of an emergency event occurring in the City of Galveston.
- Base Camps will be established when local facilities are not available for the number of emergency workers needed to adequately respond to a disaster.
- Base Camps will be located in close proximity to the impact area to allow emergency workers quick access to the impacted area.
- Each Base Camp will have a manager who will have the overall responsibility of the daily operations of the facility.

IV. Roles and Responsibilities

A. General

The City of Galveston, City Emergency Response Team will oversee each Base Camp for the duration of its existence. Based on the City's lack of personnel resources, all services provided at the base camps will be contracted out to private vendors. Each Base Camp will have a Base Camp Manager, who will have the overall responsibility to ensure the daily operations of the facility are adequate, and meeting the needs of those using the facility.

1. Base Camp Manager

- Responsible for the overall management of the Base Camp. The Manager will be an employee of the Division of Emergency Management, or a designated City employee.
- Ensure the contractor for the Base Camp is supplying all the needed resources and provisions established under the contract.
- Report daily to the City Emergency Operations Center the status of the Base Camp operations.
- Be able to manage the expansion or contraction of the Base Camp as the need for the facility increases or decreases.
- Ensure proper records are documented to expedite the reimbursement from the Emergency Management Assistance Compact, or the Federal Public Assistance Program.
- Interact with the local impacted government as to the resources available and expectations of the Base Camp towards the impacted community.

2. Assistant Base Camp Manager

Depending on the size of the Base Camp, the Base Camp Manager may have to delegate responsibilities to an Assistant Base Camp Manager. The needs of each Base Camp will differ, and the roles of the Assistant Manager will also be different, depending of the needs as they present themselves.

- Assist the Base Camp Manager with the daily operations of the Base Camp
- Accept mission assignments from the Base Camp Manager as the needs arise.

V. Concept of Operations

1. Types of Base Camps

There are five levels of Base Camps. These include:

- Type I support 1000 persons
- Type II supports 500 persons
- Type III supports 250 persons
- Type IV supports 100 persons
- Type V – Mobile Base Camp Systems to support field teams

The nature of the event, size of impact area, and need for emergency worker facilities will determine the size of the Base Camp. This decision will be made through the City Coordinating Officer, or designee.

2. Service Providers

All services for base camps will be contracted for due to a lack of City owned resources and personnel to staff such facilities. The overall Base Camp Manager will be a member approved by the City Emergency Management Team.

Commercial Vendors

Commercial vendors under City Agency Contracts will be considered the primary source of the establishment of base camps.

3. Services provided at a Base Camp Billeting

- First choice of accommodations will be the conversion of a fixed facility buildings to accommodate personnel. Such conversion will include installation of dividing walls, partitions or curtains in order to allow for some privacy.
- Second choice will be to bring in travel trailers or mobile bunkhouses. Trailers can accommodate six personnel, while bunkhouses accommodate 10 personnel.
- Final and last resort will be to erect tents as billeting. Tents are very labor intensive to set up, do not allow for heating and cooling, typically do not have floors and impart a sense of depression because of a lack of windows.

Food Services

- Food services will be accomplished through contract catering. Four meals per day will be served using the US Forest Service 14-day rotation meal plan.

Shower Accommodations

- Shower trailers will be brought in. These trailers typically accommodate 6-10 persons at a time, and include a changing room. Trailers have a high capacity hot water heater, typically fueled by propane.

Restroom Accommodations

- Porta-potties will not be used unless no other resources were available. Typically, restroom trailers will be obtained through the same sources as shower trailers. Restroom trailers resemble a public restroom, are well lighted, have mirrors, sinks, toilets and urinals. Versions are available both men and women.

Laundry Facilities and Services

- Portable laundry trailers come in two configurations, self-service and commercial. In the self-service, workers can do their own laundry just like in a laundromat. In the commercial version, a contract service will be brought in to wash, dry and fold laundry for base personnel.

Medical Care

- A basic medical clinic will be provided to afford routine medical checkups and care. Any emergency will necessitate calling 911 or having an on-site EMS paramedic unit. Clinics will be staffed by a public health nurse and/or at a minimum, a certified paramedic.

Recreation Facility

- Between meal periods, the dining tent will be used as a recreation facility. On bases accommodating over 500 personnel, a separate tent facility will be provided with recreation items such as a Ping-Pong table, large screen TV, reading library, daily newspapers, board games, cards and other items to afford workers a means to relax between shifts.

Administration Office

- Telecommunications
 - Public pay phone trailers will be located within the billeting area, food service, recreation and administrative areas to allow personnel to call family and friends
 - 2 telephone lines and one ISDN or T-1 lines will be ordered to support the administrative office at the Base Camp.
- Office space will be established to allow for the management of the site.

- Safety & Security will be mission tasked to Emergency Support Function 16 and Emergency Support Function 4 for law enforcement and fire protection at the site.

4. Facility Retrofits (Type I – III Base Camps)

When possible, an existing facility should be reviewed for possible retrofit to accommodate emergency workers. Retrofitting a facility should be considered as an alternative to constructing from a “bare base” site. All services should be reviewed and space allocated for them. If necessary, additional structures or modules can be brought in to supplement a site. When facility retrofits are not possible, “Bare Base” camps will be established.

5. Trailers and Mobile Home Use (Type III & IV Base Camps)

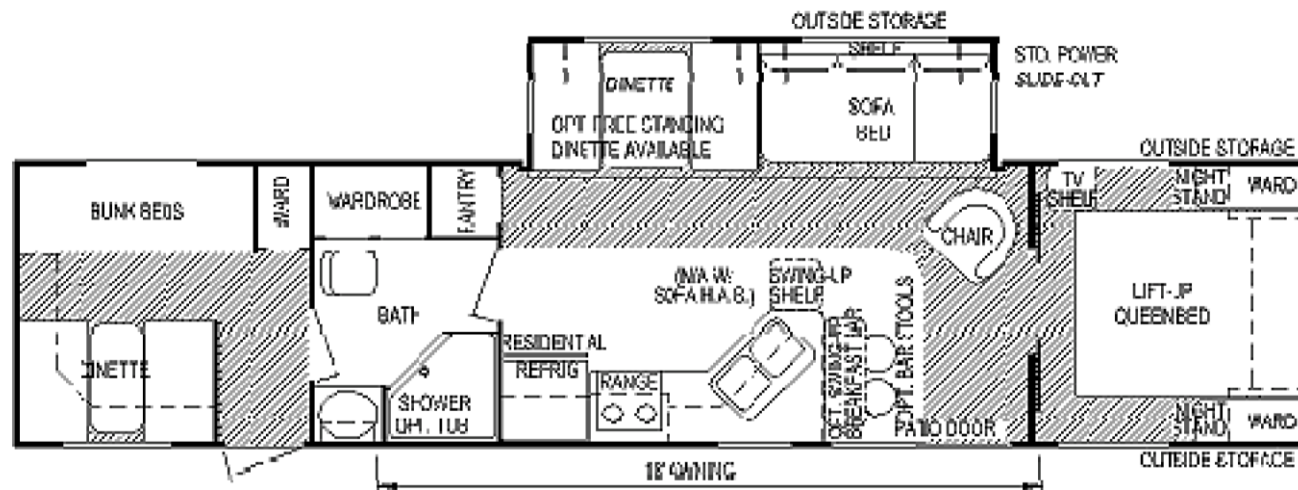
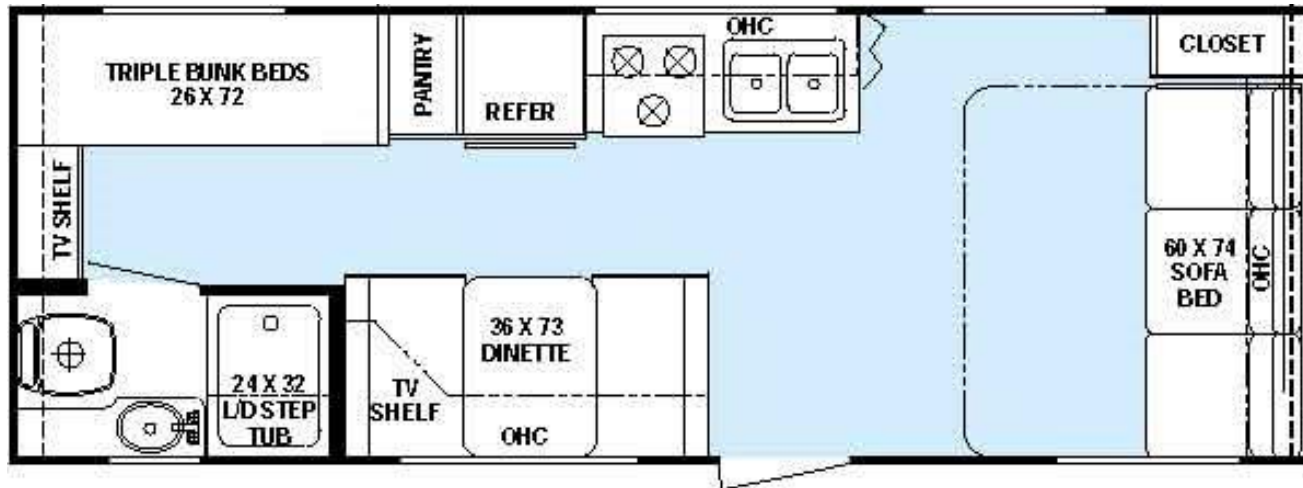
When a short-term facility is required lasting up to 30 days, the use of travel trailers should be explored. Although trailers typically accommodate only 4-6

persons per unit, they are faster to set-up and can be moved should the need arise. Typically, semi-trailer conversions and travel trailers will be used to support Emergency Management Teams, Forward Operation Bases and damage assessment teams.

Where trailers do not accommodate enough services such as laundry, restrooms, messing or medical facilities; mobile showers and restrooms, and laundry units can be brought in to supplement.

Module office units should be ordered to accommodate the administrative space requirements and can serve as a medical clinic, recreation room, and conference room or dining facility.

TRAILER EXAMPLES - Billeting



Model 3710

MOBILE KITCHEN TRAILERS

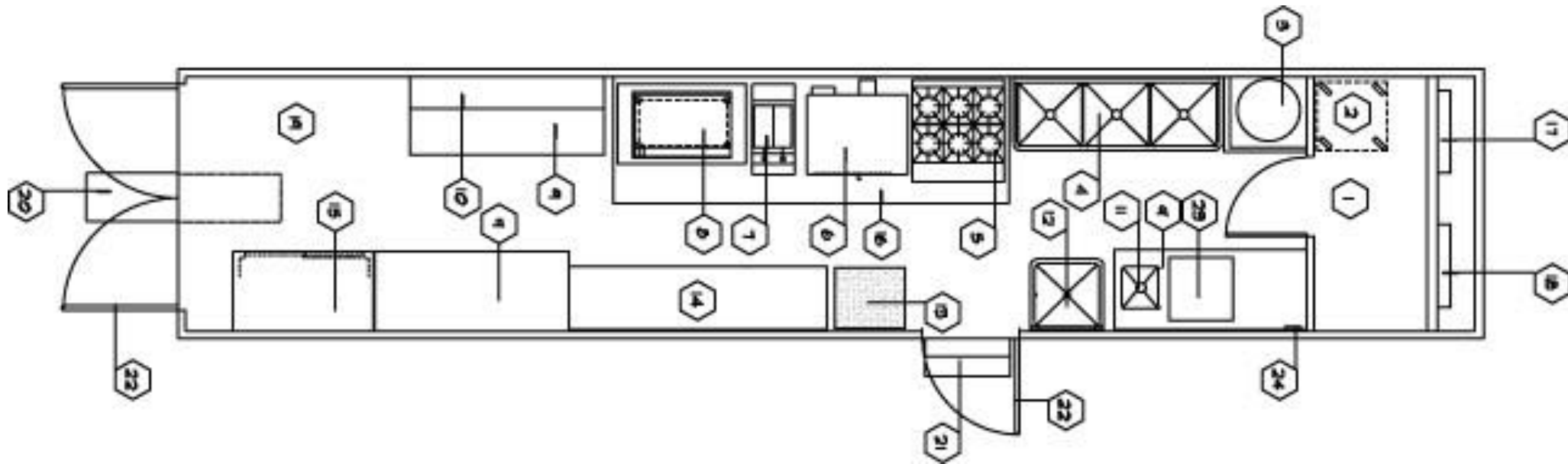
Kitchen Trailer Dimensions: 40' L x 8' W x 11 1/2' H

Equipment List:

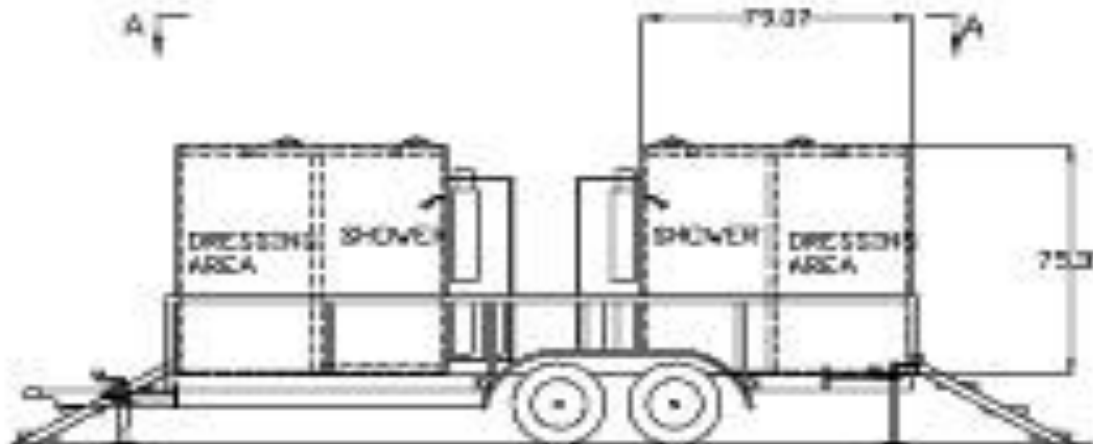
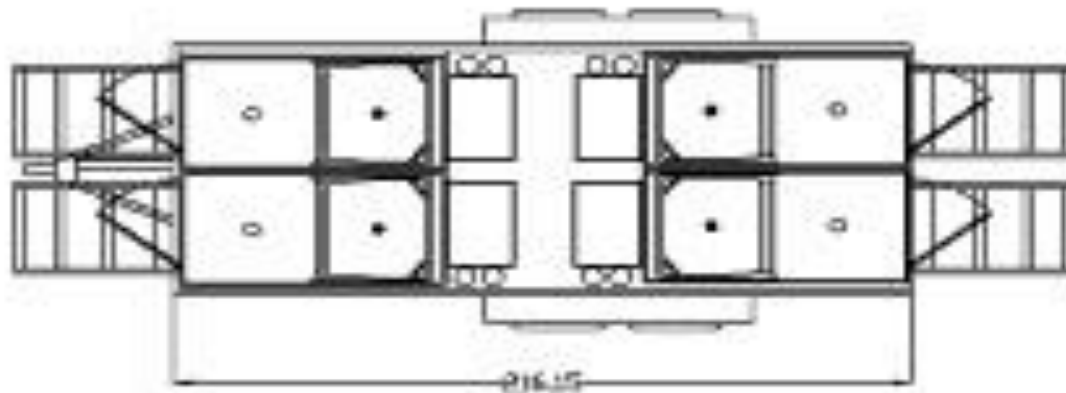
1. Walk-in refrigerator 3 1/2' l x 7' w x 6 1/2' h
2. Food rack with full size sheet pans inside walk-in
3. Hot water heater (30 gallon capacity)
4. Three Compartment sink with both hot and cold
5. Potable running water.
6. Six burner stove with oven underneath and
7. salamander grill above
8. Two convection ovens (stacked)
9. Garland double basket fryer
10. 1 table top Garland griddle 36"
11. S/S preparation table 72" l x 30" w
12. S/S wall shelves
13. S/S Hand washing sink
14. Large S/S pot sink with pot sprayer faucet
15. Cutting board prep. table 26" w x 23" l
16. Metro storage cage 2' l x 8' w x 5' h
17. Pots, pans, etc.)
18. Double door refrigerator with shelving
19. Exhaust hood with fire suppression Ansul system
20. Electrical panel box (220/Single Phase/110v
21. Power for Appliances).
22. Propane connection
23. Open space for warmers, etc.
24. Pull out ramp
25. Staircase
26. Entry doors with screen
27. Commercial dishwasher-single rack under Counter
28. Electrical outlets (110v)

MOBILE KITCHEN TRAILERS

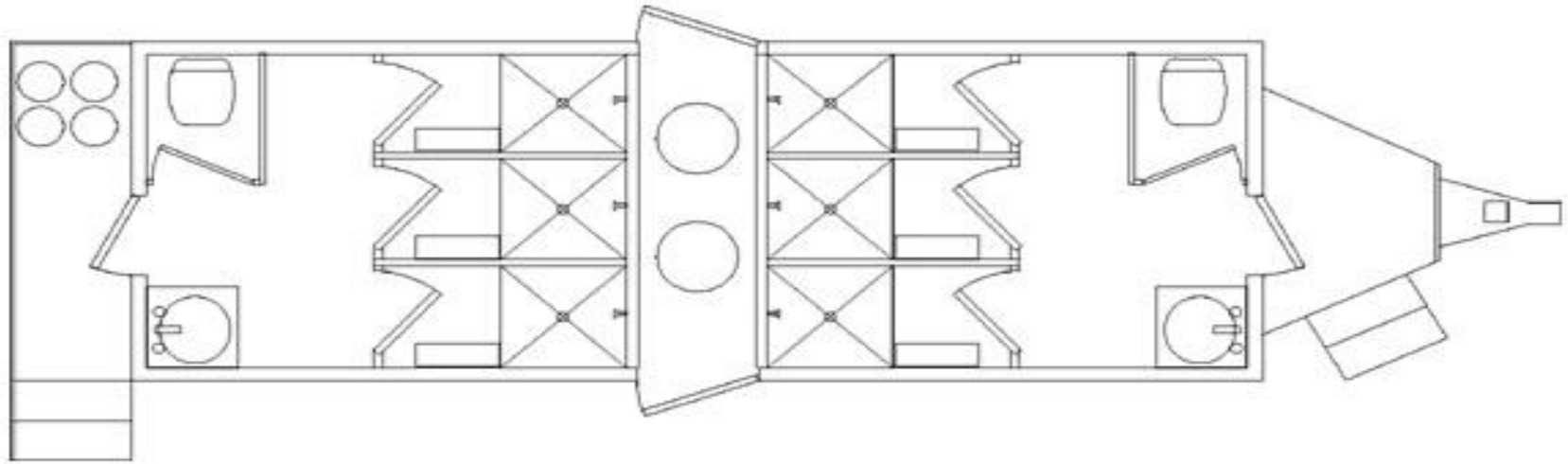
Kitchen Trailer Dimensions: 40' L x 8' W x 11 1/2' H

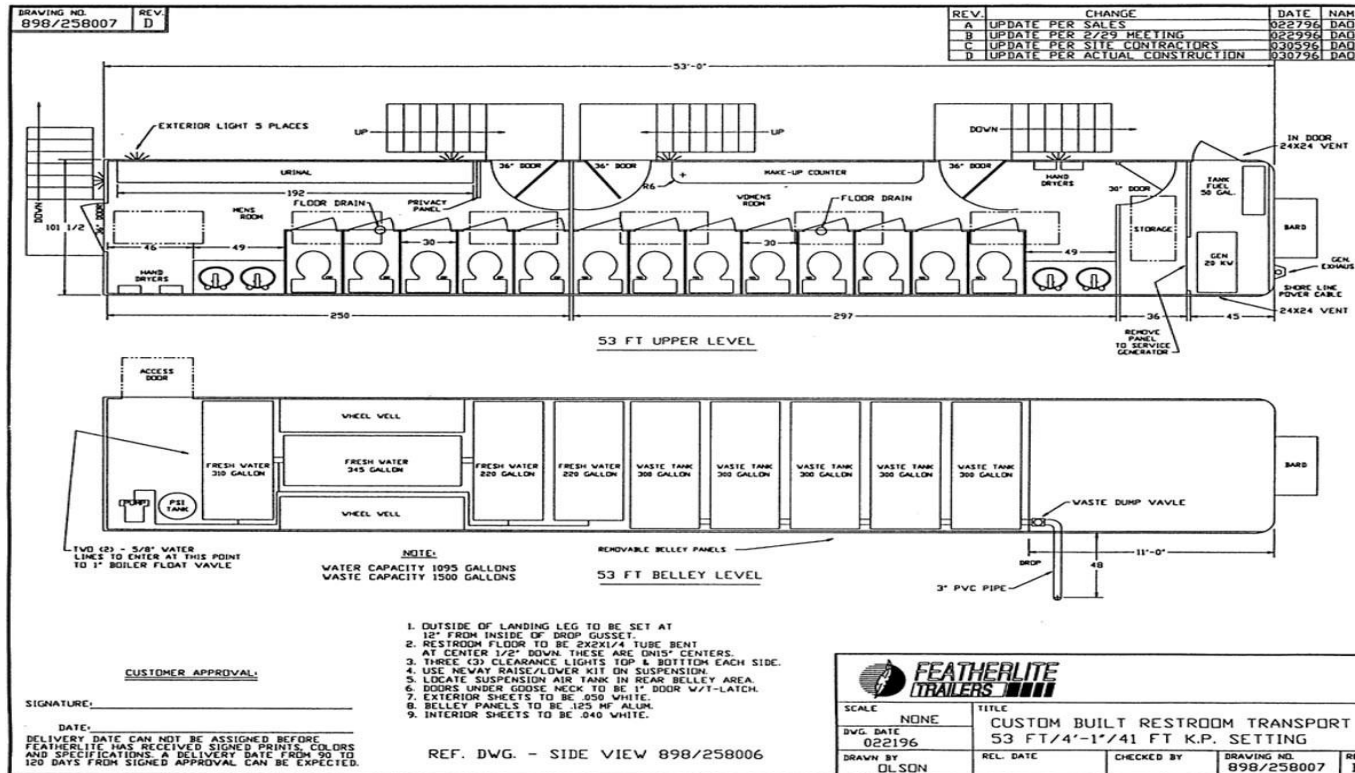


MOBILE SHOWER TRAILERS



COMBINATION RESTROOM / SHOWER TRAILERS





MOBILE RESTROOM



6. Modular Construction Concepts (Type I & II Base Camps)

A variety of pre-constructed, modular units can be brought in to construct a base camp. These have been typically used on off shore oilrigs, and as emergency worker housing off shore in post disaster environments. These units can be flatbed trucked in, or brought in by barge within a few days.

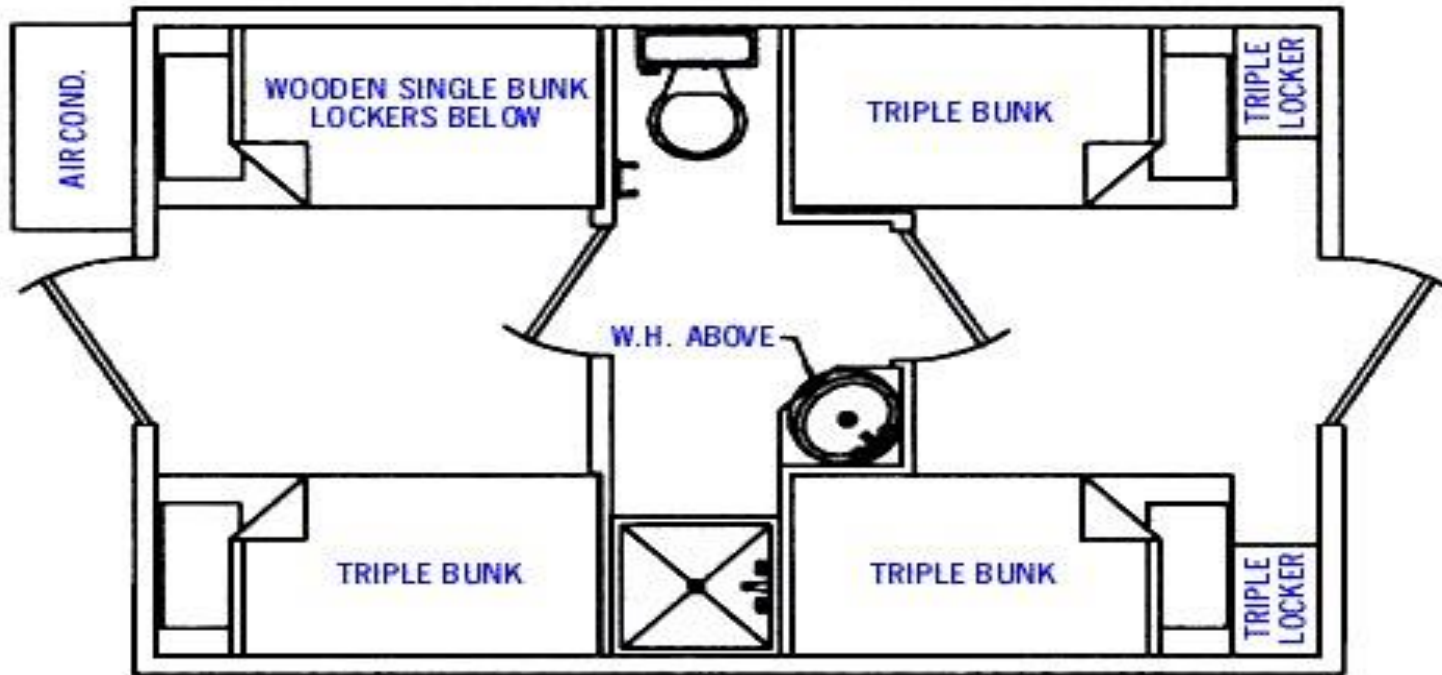
The advantages of these systems are their flexibility and their ability to interconnect with each other as well as stack on each other, thus saving the square footage footprint of the camp.

Other considerations of using modular units are that the deployment and return costs are high due to transportation requirement. As such, they should be used in situations requiring a base camp to be established over 30-days in length.

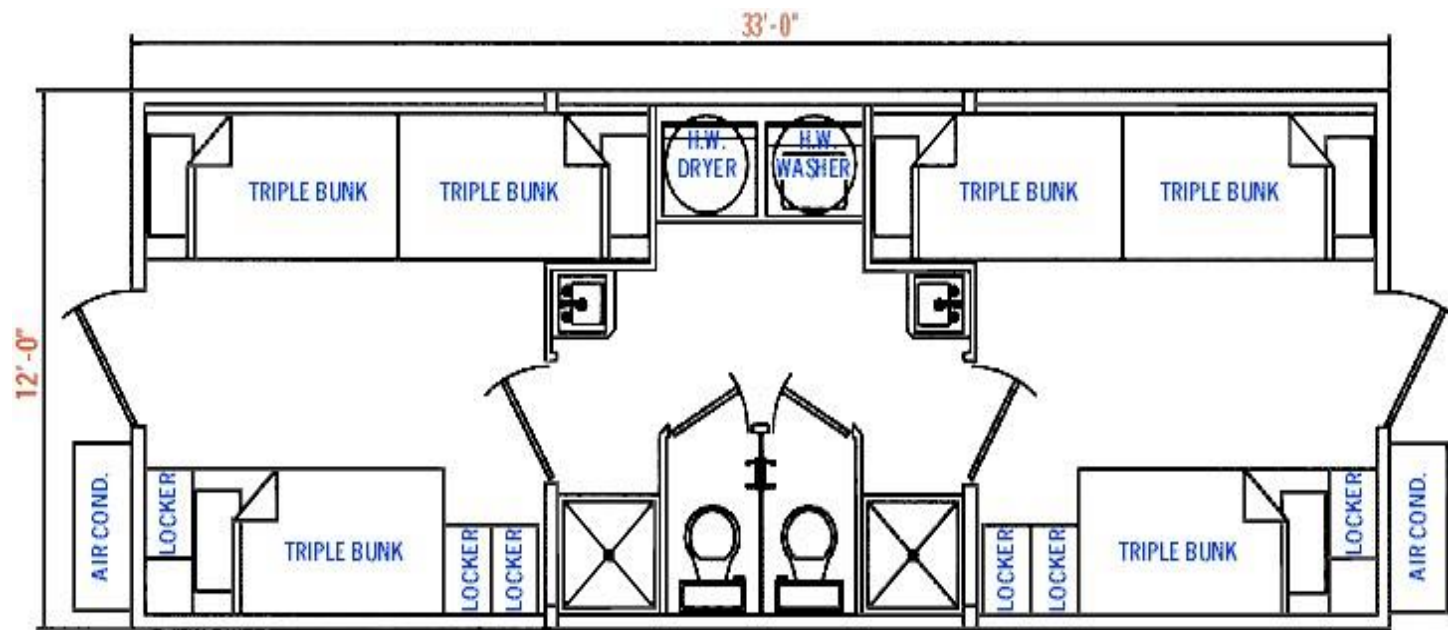
The following is just an example of the modules available.

- 2, 4 10, 12 and 18 Person Bunkhouses
- Galleys
- Diners
- Offices
- Classrooms
- Medical Units
- Laundry Rooms
- Recreation Rooms
- Virtually any application can be custommade

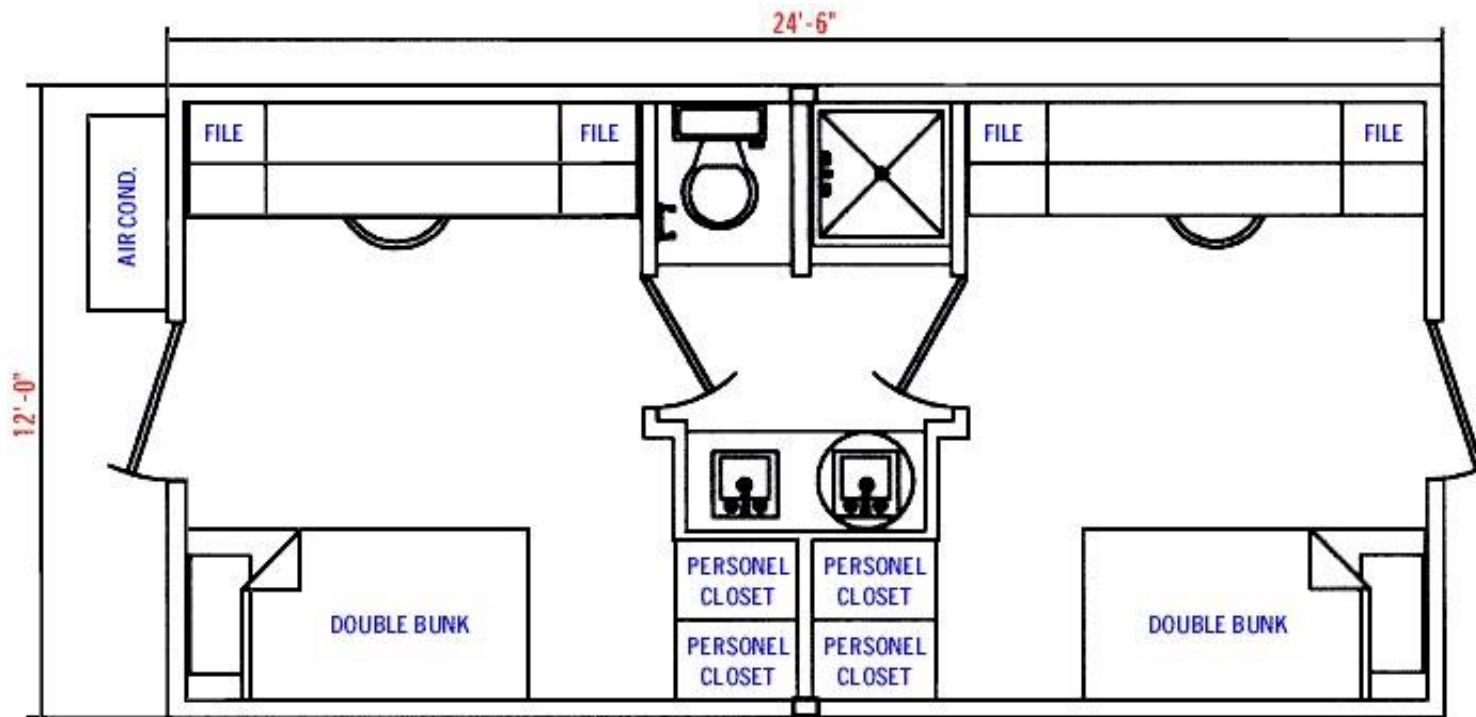
10 PERSON CREW BUNK MODULE



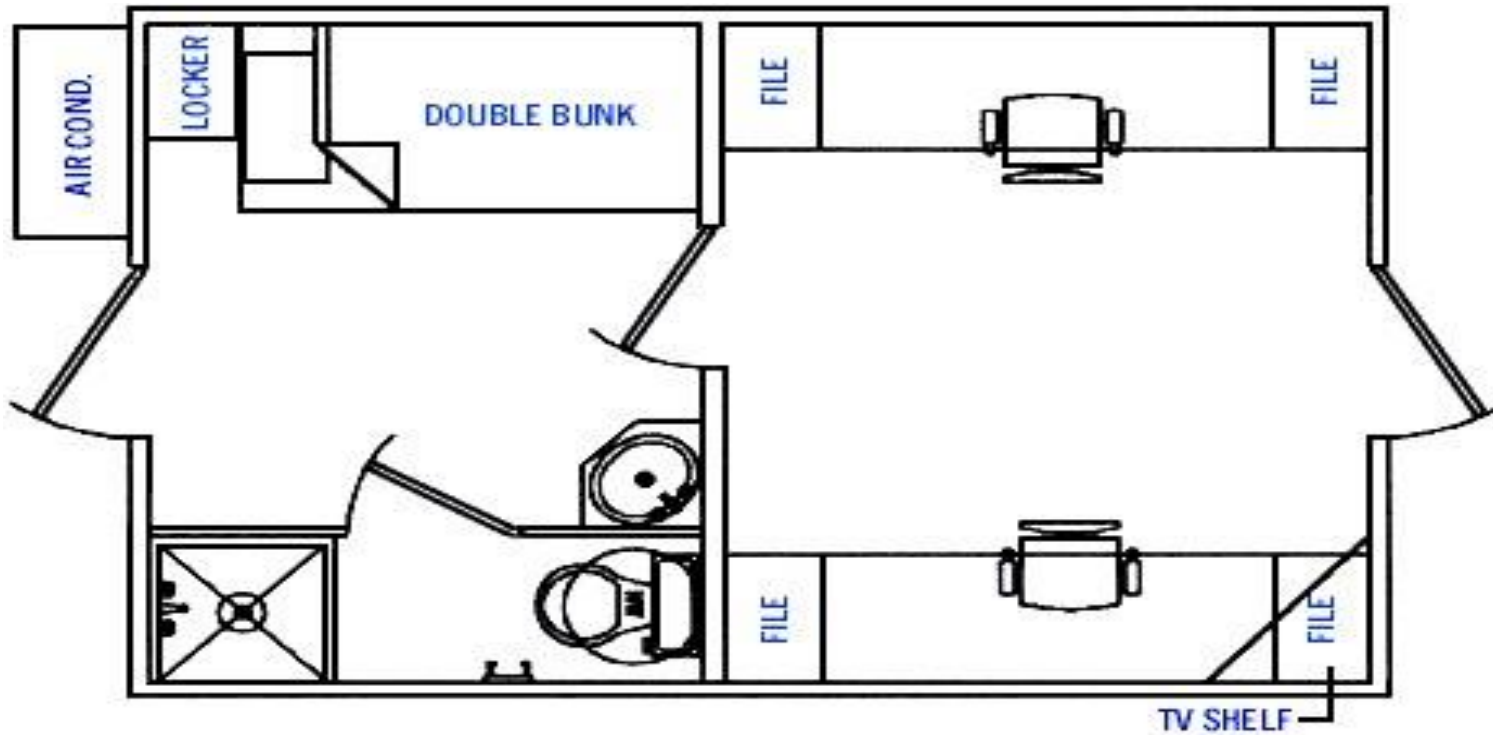
18 PERSON CREW BUNK MODULE



4 PERSON SUPERVISOR BUNK MODULES



2 PERSON EXECUTIVE BUNK MODULE



33' GALLEY MODULES



DOUBLE DECK STACKING OF HOUSING MODULES





CITY OF GALVESTON – RFP # 19-07
REQUEST FOR INFORMATION # 3
EMERGENCY BASE CAMP

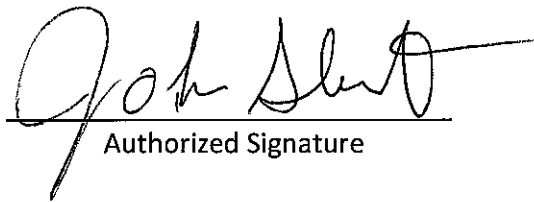
Date: 1/28/2019

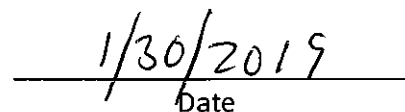
To: Johnny Slaughter
Executive Vice President – Cotton Commercial USA Inc.

Subject: RFI No. 3
RFP 19-04 Emergency Base Camp

The City of Galveston is requesting separate pricing for Emergency Worker Base Camp and Citizen Camps. Please use the provided pricing forms and return them with the signed RFI. This should be a turnkey price in items 1 through 5. Other priced items are additional.

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov; no later than Thursday, January 31, 2019, at 2:00 P.M. CST. Send the acknowledgement of receipt of RFI #3 to purchasing@galvestontx.gov. Response to the RFI must include this form with a signature from the signer of the original solicitation document, Appendix A.


Authorized Signature


Date

City of Galveston
Pricing Calculation Sheet for
RFP 19-04 Citizen Shelter Base Camp

Item #	Base Camps	Mobilization	Weekly Rate	Demobilization
1	NIMS TYPE I 1000 Person Base Camp	\$474,106	\$1,349,345	\$363,304
2	NIMS TYPE II 750 Person Base Camp	\$361,097	\$1,037,326	\$277,478
3	NIMS TYPE III 500 Person Base Camp	\$368,625	\$662,317	\$220,442
4	NIMS TYPE IV 250 Person Base Camp	\$244,496	\$378,667	\$128,633
5	NIMS TYPE V 100 Person Base Camp	\$141,018	\$228,912	\$102,509
Item #	Kitchen Service			
6	NIMS TYPE I 1000 Person Kitchen/Meals	\$9,000	\$462,380	\$9,000
7	NIMS TYPE II 750 Person Kitchen/Meals	\$8,000	\$381,097	\$8,000
8	NIMS TYPE III 500 Person Kitchen/Meals	\$7,000	\$308,807	\$7,000
9	NIMS TYPE IV 250 Person Kitchen/Meals	\$6,000	\$236,702	\$6,000
10	NIMS TYPE V 100 Person Kitchen/Meals	\$5,000	\$146,070	\$5,000
Item #	Shower Service			
11	NIMS TYPE I 1000 Person Showers	\$14,925	\$219,403	\$14,925
12	NIMS TYPE II 750 Person Showers	\$11,194	\$164,552	\$11,194
13	NIMS TYPE III 500 Person Showers	\$11,194	\$109,701	\$11,194
14	NIMS TYPE IV 250 Person Showers	\$7,463	\$54,851	\$7,463
15	NIMS TYPE V 100 Person Showers	\$7,463	\$21,040	\$7,463

Item #	Laundry Service	Mobilization	Weekly Rate	Demobilization
16	NIMS TYPE I 1000 Person Laundries	\$14,925	\$109,701	\$14,925
17	NIMS TYPE II 750 Person Laundries	\$11,194	\$83,373	\$11,194
18	NIMS TYPE III 500 Person Laundries	\$11,194	\$54,850	\$11,194
19	NIMS TYPE IV 250 Person Laundries	\$7,463	\$35,104	\$7,463
20	NIMS TYPE V 100 Person Laundries	\$7,463	\$35,104	\$7,463
Item #	Civil Support	Weekly Rate		
21	Tent 10'x10'			
22	Tent, 20' X 20'			
23	Tent, 40' X 40'			
24	Tent, 10' X 10' Pop-Up			
25	Tent, 10' X 15' Pop-Up			
26	Tents - 30' x 90' x 7'			
27	Tents - 30' x 60' x 7'			
28	Tent, 60' x 100' x 7'			
29	Chairs - folding			
30	6' Table - folding			
31	8' Table - folding			
32	50' String Lighting			
33	100' String Lighting			
34	Power Distro-Spider Box			
35	24" portable fans on stands			
36	48" 2-speed warehouse fan			

Item #	Emergency Meals Heater Meals	Unit Price
37	1-Pallet = 70 Twelve Count Cases (840 meals) HM Entrees	\$12,600
38	Bottled Water 24 count 16.9 oz Bottle/Case	\$6.50

Personnel

Item #	Description Salaries/Wages	Weekly Rate	Fringe Benefits
39	Camp Manager	\$7,928	
40	Food Unit Leader	\$7,928	
41	Safety Officer	\$9,450	
42	Supply Unit Leader	\$4,792	
43	Unit Medical Leader	\$9,300	
44	Security Manager	\$3,500	
45	Director of Operations	\$13,272	
46	Chief of Operations	\$15,900	
47	Logistics Officer	\$4,792	
48	Project Manager	\$9,450	
49	Surveyor	\$13,272	
50	Engineer	\$13,272	
51	CAD Technician	\$9,450	
52	Equipment Manager	\$4,792	
53	Inventory Manager	\$4,452	

Personnel Continued

Item #	Description Salaries/Wages	Weekly Rate	Fringe Benefits
54	Licensed Plumbing Tech	\$6,912	
55	Licensed Electrical Tech	\$6,912	
56	Billeting Coordinator	\$4,792	
57	Chef/Food Service	\$5,280	
58	Food Service support personnel	\$3,308	
59	Tent/Structure Erector	\$3,732	
60	Heavy Equipment Operator	\$7,928	
61	Truck Driver	\$8,396	
62	General Laborers	\$3,308	
63	Security/Certified Police Officer	\$5,500	
Travel Costs			
Item #	Equipment	Weekly Rate	
64	Credentialing/badging system		
65	Copier/Fax Machine		
66	Fire Fighter/ EMT	\$200	
67	Computer/Work Station	\$200	
68	Traffic Barricades, Barrel	\$1.70	
69	Barricades, Jersey - Composite	\$10,30	

Item #	Equipment	Weekly Rate
70	Traffic Cones	\$1.25
71	Traffic Barricades, folding	\$1.75
72	Conex Dry Storage Box 1,120 cu.ft.	\$200
73	Chain link fence Galvanized 100-ft. x 4 ft.	\$200
74	Chain link fence Galvanized 100-ft. x 6 ft.	\$250
75	Light Tower 4000 watt Diesel	\$682
76	Shower trailer 6-10 persons with attendant	
77	Shower trailer 6-10 persons ADA Compliant	\$4,500
78	Restroom trailers 6-10 persons with attendant	
79	Restroom trailers 6-10 persons ADA Compliant	\$4,500
80	Portable laundry trailers self service	\$2,200
81	Portable Shower/Restroom 6-10 with attendant	
82	Portable laundry trailer fluf and fold service	
83	Porta-potties	\$1000
84	Mobile Sleeper unit 4 persons	
85	Mobile Sleeper units 8 persons	
86	53' Self Contained Semi-Trailer/Sleeper	
87	53' Self Contained Semi-Trailer/Bathroom-Shower	
88	32' Travel Trailer	
89	Mobile Kitchen unit	

Item #	Equipment	Weekly Rate
90	Hand washing station	\$1000
91	5- Ton Air Conditioner Unit	\$1,570
92	10 - Ton Air Conditioner Unit	\$1,940
93	15 - Ton Air Conditioner Unit	\$2,025
94	20 - Ton Air Conditioner Unit	\$2,528
95	25 - Ton Air Conditioner Unit	\$2,828
96	30 - Ton Air Conditioner Unit	\$3,225
97	40 - Ton Air Conditioner Unit	\$3,492
98	50 - Ton Air Conditioner Unit	\$3,695
99	60 - Ton Air Conditioner Unit	\$4,028
100	75 - Ton Air Conditioner Unit	
101	80 - Ton Air Conditioner Unit	
102	Forklift Carpet Poles	
103	Pallet Grabbers w/Chain	
104	Pallet Jack	\$245
105	Electric Pallet Jack	\$448
106	Forklift Loading ramps	
107	5K Extended Reach Forklift	\$3,161
108	6K Extended Reach Forklift	\$3,855
109	Forklift Propane Tank w/o fuel	\$100
110	Loader 1/2 yard	\$1,567

Item #	Equipment	Weekly Rate
111	Loader 3/4 yard	
112	Loader 2 1/2 yard	\$2,935
113	Skid Steer 1750 Lb.	\$1,492
114	Skid Steer 2400 Lb.	\$2,200
115	Street Sweeper	\$1,490
116	D3 Cat Small Track-Type Tractor	\$2,704
117	D4 Cat Small Track-Type Tractor	
118	D5 Cat Small Track-Type Tractor	
119	Ditch / Trench Digger	\$750
120	Large Excavator	\$3,800
121	Potable Water Tanker 8000 gallons	\$9,000
122	Multi Fuel Truck 2000 gallons	
123	Wastewater vaccume truck	
124	Fork Lift	\$1,000
125	Tire Repair Truck with Operator	
126	Type VI Brush Truck	
127	Clase A Fire Pumper Truck	
128	4-Wheeler UTV 4 person	\$1,000

Item #	Other Items Not Listed	
128		
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City of Galveston
Pricing Calculation Sheet for
RFP 19-04 Emergency Worker Base Camp

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Pricing for Citizen Shelter Base Camp

PPL	Mobilization	Weekly Cost	Demobilization
1000	\$474,106	\$1,349,345	\$363,304
750	\$361,097	\$1,037,326	\$277,478
500	\$368,625	\$662,317	\$220,442
250	\$244,496	\$378,667	\$128,633
100	\$141,018	\$228,912	\$102,509

This pricing Includes the following:

- Sleep tents
- Shower services
- Laundry
- ADA Showers
- ADA Restrooms
- Porta Potties
- Handwash stations
- MWR Tent
- Medical tent
- Badging System
- Exterior Lighting
- All personnel needed for Camp Operations

This pricing does not include food

Pricing for Emergency Worker Base Camp

PPL	Mobilization	Weekly Cost	Demobilization
1000	\$420,188.06	\$1,237,694.03	\$322,439
750	\$309,865.67	\$954,867.16	\$239,299
500	\$297,814.93	\$595,579.10	\$182,263
250	\$200,280.60	\$338,852.24	\$105,845
100	\$109,438.81	\$194,270.15	\$80,682

This pricing Includes the following:

- Sleep tents
- Shower services
- Laundry
- ADA Restrooms

- Porta Potties
- Handwash stations
- Badging System
- Exterior Lighting
- All personnel needed for Camp Operations

This pricing does not include food



CITY OF GALVESTON – RFP # 19-07
REQUEST FOR INFORMATION # 4
EMERGENCY BASE CAMP

Date: 2/15/2019

To: Johnny Slaughter
Executive Vice President – Cotton Commercial USA Inc.

Subject: RFI No. 4
RFP 19-04 Emergency Base Camp

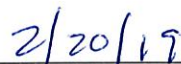
The City of Galveston is requesting further breakdown of the pricing provided in the last RFI.

The cost per person per month for each size camp, items 1 through 5.

The cost per person per meal and per person per day (meals) for each size camp.

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov; no later than Wednesday, February 20, 2019, at 2:00 P.M. CST. Send the acknowledgement of receipt of RFI #4 to purchasing@galvestontx.gov. Response to the RFI must include this form with a signature from the signer of the original solicitation document, Appendix A.


Authorized Signature


Date

Food and Beverage Service

PPL	Monthly Per Person	Meals Daily Per Person	Per Meal Per Person
1000	\$1,849.52	66.05	22.02
750	\$2,032.52	72.59	24.20
500	\$2,470.46	88.23	29.41
250	\$3,787.23	135.26	45.09
100	\$5,842.80	208.67	69.56

Lodging Service

PPL	Monthly Per Person
1000	\$4,950.78
750	\$5,092.62
500	\$4,764.63
250	\$5,421.64
100	\$7,770.81

*The food and Beverage service price includes the cost of the kitchen, labor, and material.

Texas Laundry Service Company

3750 Red Bluff Road Houston, TX 77503

www.clecco.com

DANNY ENGLISH • Fax 713-472-8731 • Cell 281-744-2790 • e-mail: dannyenglish@clecco.com

Date: March 19, 2019	Customer ID:
Ship To: Galveston Fire Department Address: TBD City/State: Phone: 409.370.4791 Fax: Contact: Richie Pearson E-mail: gpearson@galvestontx.gov	Bill To: Galveston Fire Department Address: P.O. Box 779 City/State: Galveston , TX. 77550 Phone: Fax: Contact: E-mail:

Quantity	Model	Description	List Price	Buyboard Price
		*** Buy Board : 518-16 ***		
1	UWT045D1OLX050B000	Unimac 45lb. Pocket Hardmount Washer/Extractor, UniLinc Control with OPTispray,48 Cycle UniLinc Control Graphical Programmable Microcomputer, Low Speed 100G Extract, Inverter Drive , 200-240/50-60/1/3	\$ 14,366.00	\$ 10,774.00
1	UTGC6EDG65	Fireman's Turn Out Gear Drying Cabinet, DMP Control, Cabinet Contains Hangers For 6 Sets of Gear . Glove /Boot Rack includes , 240/50-60/3 Ph	\$ 8,474.00	\$ 6,355.00
1	UTGC6EDG45	Fireman's Turn Out Gear Drying Cabinet, DMP Control, Cabinet Contains Hangers For 6 Sets of Gear, Glove /Boot Rack Included, 208/50-60/3 Ph	\$ 8,474.00	\$ 6,355.00
			Sub-total	\$ 23,444.00
		CLEC will: deliver new equipment to laundry, uncrate, rig into position, bolt-down, grout and level. Equipment will be wiped down and work area cleaned. Buyer is responsible for making final utility connections.		

Notice—any payment by credit card will incur a 3% surcharge.

Expected date of delivery: 4-5 weeks from date of order

Warranty: Parts—3 & 5 years on large washer.

Labor—1 year

Trip Charge from Pasadena, TX	\$ 225.00
Install	\$ 700.00
Factory Freight--Ripon, WI.	\$ 300.00
Sub-total	\$ 24,669.00
Estimated Sales Tax (9%)	\$
Contract Total	\$ 24,669.00

BUYER _____ DATE _____ Any payment by credit card will incur a 3% surcharge

To order: Sign & fax along with your purchase order to **713-472-8731** or scan and e-mail to **dannyenglish@clecco.com** .

Terms: Payment in full due on delivery.



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko *MW*
Date: 04-09-19
Re: New Station PPE Washer & Dryers

I. BACKGROUND

The Galveston Fire Department currently operates Fire Administration, Fire Prevention and Fire Station #1 from the City Hall Annex building located at 2517 Ball.

II. CURRENT SITUATION

A new Fire Station #1 is under construction at 823 26th street. This facility is slated for completion in mid-May 2019. All GFD operations currently at 2517 Ball will re-locate to the new facility.

III. PROPOSAL

We propose purchasing (1) Unimac 45lb. Pocket Hard mount washer-extractor \$10,774.00 and (2) Fireman's Turn out Gear Drying Cabinets \$6,355.00 ea. Freight will cost \$300.00 and installation will cost \$925.00. All products will be purchased from Texas Laundry Service Company a Buy Board Company #518-16. The total expense = \$24,669.00

IV. IMPACT

Within the FD Budget, a Line item for FF&E exists. The funding stream is Governmental Expenditures – Capital Outlay #0100-170100-564005-419000.

V. ALTERNATIVES

An alternative would be to continue using the only existing PPE cleaning equipment at Station 5 which is over 15 years old and was exposed to saltwater when Station 1 was flooded during Hurricane Ike in 2008.

VI. RECOMMENDATION

Accept the proposal as described and approve the purchase.

Approved / Disapproved

Dan Buckley, Deputy City Manager





City of Galveston

FLEET FACILITIES STAFF REPORT

May 15, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock and associated equipment from Caldwell Country through Buy Board for a total price of \$93,926 which will replace two vehicles that were involved in an auto accident. This purchase is contingent upon the cities insurance settlement. The funding source will be the insurance settlement, and the capital outlay account.

I. Background

- A. On April 27, 2019, two Galveston Police units were involved in an auto accident. At this time it appears that both units might be a total loss. The cities insurance company is currently making that determination.
- B. City staff wanted to seek the approval to purchase two replacements in order to place a vehicle order quickly.
- C. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- D. The requested vehicle descriptions and their assignments are listed below.
- E. The extended purchase price for this package is \$93,926.
- F. Caldwell Country is located in Caldwell Texas.
- G. Delivery should be within 120 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.





City of Galveston

FLEET FACILITIES STAFF REPORT

- H. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.
1. One new vehicle will have to include a new vehicle, and some police equipment since the wrecked unit was a smaller vehicle (Explorer), and will not fit into the new larger unit properly (Tahoe).
 2. The second new vehicle (Tahoe) can be outfitted with the existing equipment from the wrecked unit (Tahoe) since their sizes are equal.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment from Caldwell Country through Buy Board for a total price of \$93,926 which will replace two vehicles that were involved in an auto accident. This purchase is contingent upon the cities insurance settlement. The funding source will be the insurance settlement, and the capital outlay account.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$93,926
2. Timing - Delivery should be within 120 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.





City of Galveston

FLEET FACILITIES STAFF REPORT

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment from Caldwell Country through Buy Board for a total price of \$93,926 which will replace two vehicles that were involved in an auto accident. This purchase is contingent upon the cities insurance settlement. The funding source will be the insurance settlement, and the capital outlay account.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Cost	\$93,926
Funding Source	Insurance Settlement 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



City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Division	Count	Make	Model	Cost	Funding
1	Police Patrol	1	Chevy	Tahoe PPV Plain - Decals Only	\$ 36,667.00	Ins - Cap Out Fund
2	Police Patrol	1	Chevy	Tahoe PPV Full Marked	\$ 57,259.00	Ins - Cap Out Fund
					\$ 93,926.00	

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	Tahoe PPV
Quantity	2

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	No
Surveillance activates	Yes
Long idling activities (running of warning lights)	Yes
Emergency code 2 or 3 activities	Yes
Pre and post storm activities	Yes
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment ...)

Insurance - Capital Outlay

Brief description of what vehicle(s) will be utilized for?

Patrol Duties

Requesting Department Head

Police Chief

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

QUOTE# 00A2-EVS2404085

CONTRACT PRICING WORKSHEET

End User: CITY OF GALVESTON			Contractor: CALDWELL COUNTRY		
Contact Name: DAVID SMITH			CALDWELL COUNTRY		
Email: DSMITH@GALVESTONTX.GOV			Prepared By: Averyt Knapp		
Phone #: 409-797-3920			Email: aknapp@caldwellcountry.com		
Fax #: 409-242-2184			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: GALVESTON			Fax #: 979-567-0853		
Date Prepared: MAY 6, 2019			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET TAHOE PPV CC15706					
A Base Price:					\$32,460
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT	\$490			
	ALUMINUM WHEELS (4)	\$500			
	GROUND STUDS	\$88			
	RECOVERY HOOKS	\$50			
	DAYTIME DELETE	\$50			
	OEM FLASHER SYSTEM	\$495			
	WIRING -GRILLE&SIREN	\$92			
	WIRING -HORN/SIREN C	\$41			
	DOOR LKS-HANDLE INOP	\$59			
	REMOTES PKG	\$75			
	6 ADDITIONAL KEYS	\$40			
	REAR WINDOW INOP	\$57			
	POWER PEDALS	\$150			
	AUX DOME RED/WHITE	\$170			
	CONTENT THEFT DISABL	\$50			
	GM WARRANTY	INCL		CALDWELL COUNTRY	
	5YR/100,000 MILES				
	POWERTRAIN @ N/C				
	SIDDONS -EVS2404085	\$21,192		PO BOX 27	
	LOGISTICS	\$680			
				CALDWELL, TEXAS 77836	
Subtotal B					\$24,279
C Fleet Quote Option					
Code	Description	Cost		Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D	FOB SIDDONS-10 GALLONS GAS	\$320
E	Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	\$57,059
	Quantity Ordered	2
X		
Subtotal E		\$114,118
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
	BUY BOARD	\$400
G.	Color of Vehicle: WHITE	
H.	Total Purchase Price (E+F)	\$114,518
	Estimated Delivery Date:	Q3-Q4 2019

\$114,518	Total
\$20,592	Deduct Police Equipment
\$93,926	New Total



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 30, 2018

Sent via Email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract #521-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Contract No. 521-16, for which the current term is set to expire November 30, 2018. At this time, we are renewing your contract through November 30, 2019, subject to the following:

Program Vehicle Exclusion: *The Cooperative will not be renewing any contracts for the program vehicle categories listed on the attached Schedule A, and all contracts for these items will expire on November 30, 2018. Therefore, to the extent your company was awarded in any of the categories listed on Schedule A, such categories are specifically excluded from your contract renewal, and vendors will no longer be authorized to sell such program vehicles through Cooperative Contract No. 521-16 effective December 1, 2018.*

This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the 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: 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 and participation in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in blue ink that reads "Connie W. Burkett". The signature is written in a cursive, flowing style.

Connie W Burkett, CTSBS
Contract Administrator

SCHEDULE A

Contract No. 521-16, Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

CONTRACT CATEGORIES EXPIRING NOVEMBER 30, 2018 – NOT SUBJECT TO RENEWAL

- Item 6: Autocar Program Vehicles (Lease and/or Pre-Owned)
- Item 54: Chevrolet/GMC/Buick Program Vehicles (Lease and/or Pre-Owned)
- Item 92: Chrysler/Dodge/Jeep Program Vehicles (Lease and/or Pre-Owned)
- Item 109: Crane Carrier Program Vehicles (Lease and/or Pre-Owned)
- Item 159: Ford Program Vehicles (Lease and/or Pre-Owned)
- Item 177: Freightliner Program Vehicles (Lease and/or Pre-Owned)
- Item 190: Freightliner Sprinter Program Vehicles (Lease and/or Pre-Owned)
- Item 208: Honda Program Vehicles (Lease and/or Pre-Owned)
- Item 230: International Program Vehicles (Lease and/or Pre-Owned)
- Item 243: Isuzu Program Vehicles (Lease and/or Pre-Owned)
- Item 271: Kenworth Program Vehicles (Lease and/or Pre-Owned)
- Item 292: Mack Program Vehicles (Lease and/or Pre-Owned)
- Item 306: Mitsubishi Program Vehicles (Lease and/or Pre-Owned)
- Item 335: Nissan Program Vehicles (Lease and/or Pre-Owned)
- Item 360: Peterbilt Program Vehicles (Lease and/or Pre-Owned)
- Item 420: Toyota/Hino Program Vehicles (Lease and/or Pre-Owned)
- Item 432: Volvo Program Vehicles (Lease and/or Pre-Owned)
- Item 447: Western Star Program Vehicles (Lease and/or Pre-Owned)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell, TX 77836

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, 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. 521-16 on the following web-site: 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.

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
BuyBoard

Procurement

Director

v.12.15

October 19, 2016

Sent Via E-mail: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell, TX 77836

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National 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.

On behalf of the National Cooperative, 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,



BuyBoard Procurement Director
v.12.15



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Opening Date and Time:
August 24, 2016 at 2:00 PM

Proposal Number: 521-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2016
through November 30, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2016

Caldwell Country Chevrolet+

Name of Proposing Company

August 29, 2016

Date

PO BOX 27

Street Address

Signature of Authorized Company Official

Caldwell, Texas 77036

City, State, Zip

Avery+ Knapp

Printed Name of Authorized Company Official

979-567-6116

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

979-567-0053

Fax Number of Authorized Company Official

14-1056072

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;

Price list H-N N-4 E-4



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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 by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Caldwell Country Chevrolet General Contact Name: Averyt Knapp

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:

☐ I will use the **INTERNET** to receive purchase orders.

E-mail Address: _____

Internet Contact: _____ Phone: _____

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☒ I will receive purchase orders via **FAX**.

Fax Number: 979-567-0853

Fax Contact: Averyt Knapp Phone: 979-567-6116

Request for Quotes ("RFO"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: aknapp@caldwellcountry.com

Alternate E-mail Address: agattis@caldwellcountry.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 retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: PO Box 27 Department: Fleet

City: Caldwell State: Texas Zip Code: 77036

Contact Name: Adrienne Gattis Phone: 979-567-6115

Fax: 979-567-0853 E-mail Address: agattis@caldwellcountry.com

Alternative E-mail Address: margo@caldwellcountry.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 (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ 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.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVONYT KNAPP
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.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVONYT KNAPP
Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

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 (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ 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?

☐ Yes ☐ 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 (✓) 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.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

Averyt Knapp
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 (✓) all that apply

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **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.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVANT KNAPP
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.

<u>Caldwell County Chevrolet</u>	
Company Name	
<u>[Signature]</u>	<u>Averyt Knapp</u>
Signature of Authorized Company Official	Printed Name
	<u>August 29, 2016</u>
	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.ⁱ 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.ⁱⁱ 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
 - **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.)
 - **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}
 - **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.
 - **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.^{vii}



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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.^{viii} 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.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy: Negotiable

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

Averyt Knapp
Printed Name



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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.

None

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

None

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



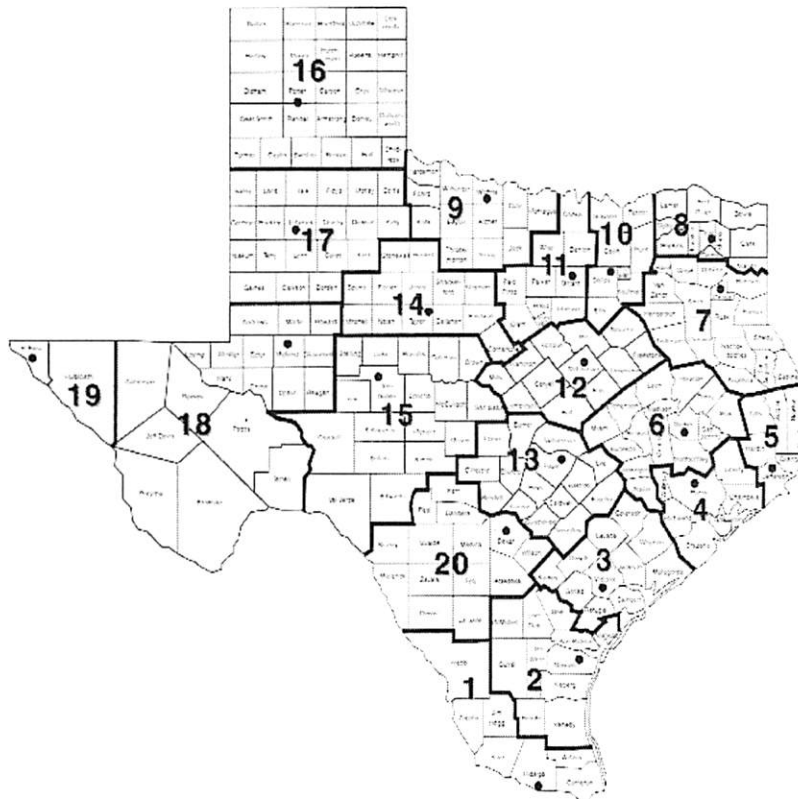
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TEXAS REGIONAL SERVICE DESIGNATION

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



- ☒ 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

Caldwell County Chevrolet
Company Name

Signature of Authorized Company Official

Printed Name

Avent Knapp

- ☐ 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.)*

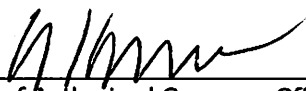
☒ I will service all states in the United States.

☐ 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.

Calanell Country Chevrolet
Company Name


Signature of Authorized Company Official

Averyt Knapp
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.

Caldwell Country Chevrolet
Name of Vendor

521-16
Proposal Invitation Number

[Signature]
Signature of Authorized Company Official

AVENT KNAPP
Printed Name of Authorized Company Official

August 29, 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: \$ 93,210,000 (The period of the 12 month period is 8-15 / 8-16). 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.	NONE		
2. T-PASS	NONE		
3. U.S. Communities Purchasing Alliance	NONE		
4. The Cooperative Purchasing Network	NONE		
5. Houston-Galveston Area Council	NONE		
6. Other			

☐ 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 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.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official
FORM L

Averyt Knapp
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.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Harris County	Robbie Pawlin	713-755-7567	Ø	150+	-
2. City of Houston	Lena Farris	832-393-8729	Ø	200+	-
3. City of Waco	Jody Copp	254-750-8062	Ø	50+	-
4. DPS	Lonnie Harms	512-424-2042	Ø	200+	-
5. Travis County	Mike Joyce	512-854-4658	Ø	100+	-

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.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

Averyt Knapp
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 BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We plan to contact each of our customers via mail, phone or email and let them know they can purchase vehicles through the Buyboard contract for best pricing.

Caldwell Country Chevrolet

Company Name

A handwritten signature in black ink, appearing to read "Averyt Knapp".

Signature of Authorized Company Official

AVERYT KNAPP

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 (✓) 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 (✓) 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.

Caldwell County Chevrolet

Company Name

A Knapp

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 29, 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: Caldwell Country Chevrolet
*(List the **legal** 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 entities, 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 _____
Limited Liability Company _____
Partnership ☒ _____
Other _____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 14-19569072
(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.)*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) CALDWELL COUNTRY CHEVROLET, LLC	
	Business name/disregarded entity name, if different from above CALDWELL COUNTRY CHEVROLET	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) PO BOX 27	
	City, state, and ZIP code CALDWELL, TEXAS 77836	
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

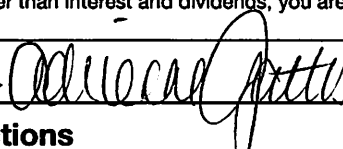
Social security number								
			-			-		
Employer identification number								
1	4	-	1	8	5	6	8	7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ **8/29/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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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)

- ☒ **YES, I agree to the above.** (Initial: MS)
- ☐ **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: AM)
- ☐ **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: AM)
- ☐ **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 determination 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: AM)
☐ **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: AM)
☐ **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: AM)
☐ **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: AM)
☐ **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):

- ☒ **YES, I agree / certify to the above.** (Initial: AM)
☐ **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):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **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):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **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):

- ☒ **YES, I agree to the above.** (Initial: AK)
☐ **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):

- ☒ **YES, I agree to the above.** (Initial: AK)
☐ **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.

Caldwell Country Chevrolet

Company Name

[Signature]

Signature of Authorized Company Official

AVENYI KNAPP

Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form S), **Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chevrolet Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
28	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	Chevrolet Sonic (1LS 1JU69) Compact Sedan - Chevrolet Sonic 1LS 1JU69 Model complete with all manufacturer's standard equipment.	\$ <u>13,488.</u>	CHEVROLET SONIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
29	Chevrolet Spark (1DR48)	Compact Sedan	Chevrolet Spark (1DR48) Compact Sedan - Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	\$ <u>11,815.</u>	CHEVROLET SPARK	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
30	Chevrolet Spark EV Electric (1CZ48)	Compact Sedan	Chevrolet Spark EV Electric (1CZ48) Compact Sedan - Chevrolet Spark 1CZ48 base model complete with all manufacturer's standard equipment.	\$ <u>37,440.</u>	CHEVROLET SPARK EV ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
31	Chevrolet Volt-Electric (1RF68)	Compact Sedan	Chevrolet Volt-Electric (1RF68) Compact Sedan - Chevrolet Volt 1RF68 base model complete with all manufacturer's standard equipment.	\$ <u>28,990.</u>	CHEVROLET VOLT ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
32	Chevrolet Cruze LS (1BR69)	Mid Size Sedan	Chevrolet Cruze LS (1BR69) Mid Size Sedan - Chevrolet Cruze LS 1BR69 Model complete with all manufacturer's standard equipment.	\$ <u>15,585.</u>	CHEVROLET CRUZE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
33	Chevrolet Impala LS (1GX69)	Full Size Sedan	Chevrolet Impala LS (1GX69) Full Size Sedan - Chevrolet Implala LS Model complete with all manufacturer's standard equipment.	\$ <u>19,940.</u>	CHEVROLET IMPALA LS	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
34	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	Chevrolet Malibu LS (1ZC69) Mid Size Sedan - Chevrolet Malibu LS Model complete with all manufacturer's standard equipment.	\$ <u>17,988.</u>	CHEVROLET MALIBU LS	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
35	Chevrolet Trax (1JU76)	Sport Utility	Chevrolet Trax (1JU76) Sport Utility - Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	\$ <u>17,978.</u>	CHEVROLET TRAX	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
36	Chevrolet Traverse (CR 14526)	Sport Utility	Chevrolet Traverse (CR 14526) Sport Utility - Chevrolet Traverse CR 14526 Model complete with all manufacturer's standard equipment.	\$ <u>22,875.</u>	CHEVROLET TRAVERSE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
37	Chevrolet Equinox Model LS (1LF26)	Sport Utility	Chevrolet Equinox LS (1LF26) Sport Utility - Chevrolet Equinox LS Model complete with all manufacturer's standard equipment.	\$ <u>19,488.</u>	CHEVROLET EQUINOX LS	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
38	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	Chevrolet Tahoe (CC15706-1FL) Sport Utility - Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment.	\$ <u>35,745.</u>	CHEVROLET TAHOE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
39	Chevrolet Suburban (CC15906-1FL)	Sport Utility	Chevrolet Suburban (CC15906-1FL) Sport Utility - Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment.	\$ <u>37,445.</u>	CHEVROLET SUBURBAN	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
40	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	Chevrolet Colorado Extended Cab (12M53) Pickup - Extended cab, 2WD, complete with all manufacturer's standard equipment.	\$ <u>19,475.</u>	CHEVROLET COLORADO EXTENDED CAB	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
41	Chevrolet Silverado 1500 Pickup (CC15903)	Full Size Pickup, 1/2 ton, Regular cab	Chevrolet Silverado 1500 Full Size (CC15903) Pickup - 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>18,340.</u>	CHEVROLET SILVERADO 1500 REGULAR CAB	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
42	Chevrolet Silverado 2500HD Pickup (CC25903)	Full Size Pickup, 3/4 ton, Regular Cab	Chevrolet Silverado 2500HD Full Size (CC25903) Pickup - 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>22,690.</u>	CHEVROLET SILVERADO 2500HD REGULAR CAB	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43	Chevrolet Silverado 3500HD Pickup (CC35903)	Full Size Pickup, 1 ton, Regular Cab	Chevrolet Silverado 3500HD Full Size (CC35903) Pickup - 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>23,945.</u>	CHEVROLET SILVERADO 3500HD REGULAR CAB	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43A	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	Chevrolet Colorado Chassis Extended Cab (12M53) - Colorado Chassis Extended Cab, 2WD, complete with all manufacturer's standard equipment.	\$ <u>20,970.</u>	CHEVROLET COLORADO CHASSIS EXTENDED CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43B	Chevrolet Silverado 3500HD Chassis Cab (CC36003)	Chassis Cab	Chevrolet Silverado 3500HD Chassis Cab (CC36003) - Silverado 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufacturer's standard equipment.	\$ <u>23,280.</u>	CHEVROLET SILVERADO 3500HD CHASSIS REGULAR CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43C	Chevrolet City Express Cargo Van (15S60)	Cargo Van	Chevrolet City Express (15S60) Cargo Van - Chevrolet City Express Cargo Van 1LS Front Wheel Drive, complete with all manufacturer's standard equipment.	\$ <u>19,335.</u>	CHEVROLET CITY EXPRESS CARGO VAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43D	Chevrolet Express Cutaway (CG33503)	Cutaway Van	Chevrolet Express (CG33503) Cutaway Van - Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment.	\$ <u>19,938.</u>	CHEVROLET EXPRESS CUTAWAY VAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43E	Chevrolet Caprice Police Package (PPV 1EW19)	Law Enforcement	Chevrolet Caprice (PPV 1EW19) Police Package - Police Vehicle, complete with all manufacturer's standard equipment.	\$ <u>23,885.</u>	CHEVROLET CAPRICE PPV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43F	Chevrolet Tahoe Police Package (PPV CC15706)	Law Enforcement	Chevrolet Tahoe (PPV CC15706) Police Package - 2 WD Police package with all manufacturer's standard equipment.	\$ <u>29,840.</u>	CHEVROLET TAHOE PPV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43G	Chevrolet Camaro (1AG37)	Sport Sedan	Chevrolet Camaro (1AG37) Sport Sedan - Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	\$ <u>23,110.</u>	CHEVROLET CAMARO	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43H	Chevrolet SS Sedan (1EK69)	Sedan (4 door)	Chevrolet SS (1EK69) Sedan - Chevrolet SS (1EK69) Sedan base model; 4 door; complete with all manufacturer's standard equipment.	\$ <u>42,810.</u>	CHEVROLET SS SEDAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43I	Chevrolet LCF 3500 12000 GVW	Low Cab Forward	Chevrolet LCF 3500 12000 GVW - gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>40,315.</u>	CHEVROLET LCF 3500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43J	Chevrolet LCF 4500 14500 GVW	Low Cab Forward	Chevrolet LCF 4500 14500 GVW - gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>40,920.</u>	CHEVROLET LCF 4500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43K	Chevrolet LCF 5500HD 17950 GVW	Low Cab Forward	Chevrolet LCF 5500HD 17950 GVW - diesel engine, complete with all manufacturer's standard equipment.	\$ <u>44,480.</u>	CHEVROLET LCF 5500HD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43L	Chevrolet LCF 5500XD 19500 GVW	Low Cab Forward	Chevrolet LCF 5500XD 19500 GVW - diesel engine, complete with all manufacturer's standard equipment.	\$ <u>45,965.</u>	CHEVROLET LCF 5500XD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

Section II: GMC Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
44	GMC Terrain (TLF26)	Sport Utility	GMC Terrain (TLF26) Sport Utility - GMC Terrain SLE Model complete with all manufacturer's standard equipment.	\$ <u>NO BID</u>	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
45	GMC Yukon (TC15706)	Sport Utility	GMC Yukon (TC15706) Sport Utility - GMC Yukon SLE Model complete with all manufacturer's standard equipment.	\$ <u>NO BID</u>	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
46	GMC Canyon pickup (T2P53)	Extended Cab Pickup	GMC Canyon Extended Cab (T2P53) Pickup - Extended cab, 2WD, complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
47	GMC Sierra Pickup (TC15703)	Full Size Pickup, 1/2 ton, Regular cab	GMC Sierra Full Size Pickup (TC15703) - 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
48	GMC Sierra 2500HD Pickup (TC25903)	Full Size Pickup, 3/4 ton, Regular Cab	GMC Sierra 2500HD Full Size (TC25903) Pickup - 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section III: Buick Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
49	Buick Regal (4GU69) Sedan	Sedan (4 door)	Buick Regal (4GU69) Mid Size Sedan - Buick Regal 1SV Model complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
50	Buick Encore (4JU76)	Sport Utility	Buick Encore (4JU76) Sport Utility - Buick Encore 1SB Model complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
51	Buick Enclave (4V14526)	Sport Utility	Buick Enclave (4V14526) Sport Utility - Buick Enclave 1SD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section IV: Chevrolet/Gmc/Buick Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	5 %	CHEVROLET PRICE SCHEDULE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	0 %	NONE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
54	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	5 %	NONE	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
55	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacutrer (OEM) Parts.	10 %	CHEVROLET PARTS	NONE
56	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	NONE	NONE
57	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	NONE	NONE

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
58	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	0 %	NONE	NONE

Section V: CHEVROLET/GMC/BUICK VEHICLE MODELS HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
59	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the Not to Exceed hourly labor rate for Installation/Repair Service.	\$ 90.	NONE	NONE
60	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 2.85 /Per Mile	NONE	CUSTOMER PICKUP

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 3**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Chevrolet Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
454	Chevrolet Express Cargo Van (CG13405)	Cargo Van	Chevrolet Express (CG13405) Cargo Van - Chevrolet Express Cargo Van, base model, full size, front wheel drive, complete with all manufacturer's standard equipment.	\$ <u>20,435.</u>	CHEVROLET EXPRESS CARGO VAN	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
455	Chevrolet Express Passenger Van (CG23406)	Passenger Van	Chevrolet Express (CG23406) Passenger Van - Chevrolet Express Passenger Van, base model, full size front wheel drive, complete with all manufacturer's standard equipment	\$ <u>22,280.</u>	CHEVROLET EXPRESS PASSENGER VAN	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
456	Chevrolet Bolt EV All Electric (1FB48)	Compact Sedan	Chevrolet Bolt EV All Electric (1FB48) Compact Sedan - Chevrolet Bolt 1FB48 base model complete with all manufacturer's standard equipment.	\$ <u>36,945.</u>	CHEVROLET BOLT EV ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.

Proposal Opening Date and Time: September 1, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: [Signature] Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2**

Proposal Invitation No. 521-16

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO BOX 27 Caldwell, Texas 77036

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the "**UPDATED**" copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: AUGUST 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

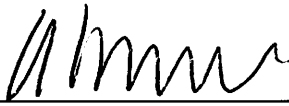
For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469. This line item is included on page 2 of Addendum No. 4.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

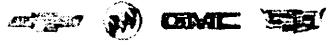
Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77036

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016

GENERAL MOTORS FLEET



August 31, 2016

General Motors
100 Renaissance Center
P.O. Box 100
Detroit, MI 48265

Re: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet in Caldwell, TX to participate in the bid process for the BuyBoard contract.

GM affirms that Caldwell Country Chevrolet is a GM dealer and is authorized to perform sales, service and parts functions for the GM vehicles they represent. General Motors will supply the dealer product and parts consistent with all other dealer that bid and win state, local or federal government contracts in line with current planned production. Dealers are made aware of GM's production plans, anticipated shortages and interruptions in the normal course of business. GM places the sole responsibility upon GM dealers to communicate and respond to their customers in a timely manner when these interruptions occur, especially if the interruption will impact product that was bid and won for a government contract. In the event production schedules cannot be met, GM makes every effort to supply acceptable substitutions whenever possible.

Sincerely,

A handwritten signature in cursive script that reads "Brian Bowden".

Brian Bowden
Government Sales Manager
General Motors Fleet

**MOTOR VEHICLE ADDENDUM
TO
GENERAL MOTORS LLC
Dealer Sales and Service Agreement
For Chevrolet Motor Vehicles**

CALDWELL COUNTRY CHEVROLET LLC

Dealer

CALDWELL, TEXAS

City, State

This Motor Vehicle Addendum is effective November 1, 2015, and is executed pursuant to Article 6.1 of the current Dealer Sales and Service Agreement in effect between Dealer and General Motors LLC.

Dealer, as an authorized General Motors LLC dealer, has the non-exclusive right to buy the following new Chevrolet Motor Vehicles subject to the terms and conditions of the Standard Provisions of the Dealer Sales and Service Agreement.

PASSENGER CARS

CAMARO, CAMARO CONVERTIBLE, CAPRICE*, CORVETTE, CRUZE, IMPALA, IMPALA LIMITED*,
IMPALA(MY-2013)*, MALIBU, SONIC, SPARK, SS, VOLT

TRUCKS

AVALANCHE, C3500HD, CAPTIVA SPORT*, CITY EXPRESS, COLORADO, EQUINOX, EXPRESS,
SILVERADO, SUBURBAN, TAHOE, TRAVERSE, TRAX

*For Fleet Delivery only, requires valid Fleet Account Number.

This Motor Vehicle Addendum will remain in effect unless canceled by General Motors LLC or until superseded by a new Motor Vehicle Addendum furnished to Dealer by General Motors LLC. This Motor Vehicle Addendum cancels, replaces, and supersedes any previous Motor Vehicle Addendum furnished to Dealer by General Motors LLC.

GENERAL MOTORS LLC

By:



Brian K. Sweeney, U. S. Vice President,
Chevrolet Sales and Service

Control No. 236099



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: F2615

GENERAL DISTINGUISHING NO:

P118166

Motorcycle Dealer

P48408

Motor Vehicle Dealer

P118167X

Trailer/Semitrailer Dealer

EXPIRES: 02/28/2017

PHYSICAL LOCATION:

800 STATE HIGHWAY 21 E

CALDWELL, TX 77836-4512

CALDWELL COUNTRY CHEVROLET, LLC
CALDWELL COUNTRY CHEVROLET, JON HILDEBRAND'S
CALDWELL COUNTRY
PO BOX 27
CALDWELL, TX 77836-0027

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

CHEVROLET-AA, CHEVROLET-LT

ADDITIONAL LOCATION(S): For used vehicle sales only

200 W HIGHWAY 21, CALDWELL, TX 77836-1121 (CALDWELL COUNTRY FUN CENTER)

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION:

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas 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. (Tex. Gov't CODE Ch. 2270)

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

AVERYL KNAPP
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

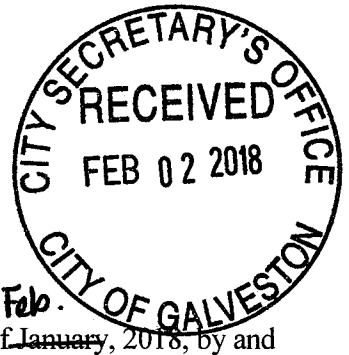
Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

AVERYL KNAPP
Printed Name



CONTRACT FOR SERVICES

Janitorial Services

This Contract (the "Contract") is made and entered into this 2nd day of Feb., 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **ABM Texas General Services, Inc.**, (Company), located at 3800 Buffalo Speedway, Suite 325, Houston, Texas 77098.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Janitorial Services", within the City of Galveston ("City") and ABM Texas General 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:

RFP 18-02A Janitorial Services

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

1. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the City in connection with the Project, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective upon execution by the City 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 one (1) additional year. 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 annual price of *Thirty-seven thousand, three-hundred fifty-six dollars, and fifty-four cents (\$37,356.54), for a not-to-exceed amount of Thirty-seven thousand, three-hundred fifty-six dollars, and fifty-four cents (\$37,356.54)*. If the City activates "Possible Additional Services" in the event of an unforeseen need, as noted on page 57 of Exhibit A of this contract, vendor will be paid *eighteen dollars and eighty-nine cents (\$18.89)* for additional services performed. 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 3800 Buffalo Speedway, Suite 325, Houston, Texas 77098. 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 Janitorial Services and Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

19. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

20. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

21. **APPLICABLE LAW, VENUE, AND JURISDICTION**: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

22. **NOTICES**: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

ABM Texas General Services, Inc.
3800 Buffalo Speedway, Suite 325
Houston, Texas 77098

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

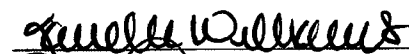
CITY OF GALVESTON, TEXAS

ABM Texas General Services, Inc.

By: 
Brian Maxwell, City Manager

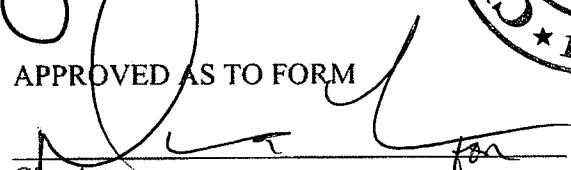
By: 
Tim Whitaker, Senior District Manager

ATTEST:


Janelle Williams, City Secretary



APPROVED AS TO FORM

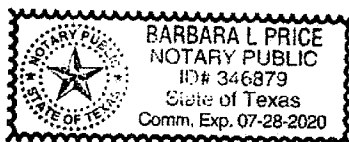

City Attorney

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Tim Whitaker of ABM Texas General 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 19th day of January, 2018.




Notary Public in and for
The State of Texas



Sanitorial Services Proposal

City of Galveston

18-02A Sanitorial Services

Presented to:

Purchasing Department
City of Galveston

Presented by:

ABM
Tim Whitaker
Senior District Manager
tim.whitaker@abm.com
(713) 298-5344

December 13, 2017

December 13, 2017

City of Galveston
823 Rosenber Street, Room 306
Galveston, Texas 77550

Dear City of Galveston,

We understand that City of Galveston needs a quality-oriented, cost-effective janitorial services program that will meet your needs and build value for your facilities. With our level of expertise, ABM will provide you with reliable, quality service that makes the most of your operating budget.

ABM will meet and exceed your expectations with our dedicated personnel, innovative processes and technology, and commitment to client satisfaction. Our entire organization stands behind this proposal and all of the commitments made to City of Galveston.

As the incumbent services provider, ABM would not require any time to begin the services described in this RFP. If there is any additional information I might provide, please don't hesitate to call or write. All of us at ABM are ready to put our solutions to work for you.

Sincerely,

Tim Whitaker

Tim Whitaker
Senior District Manager

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Addenda

- Addendum 1



CITY OF GALVESTON – RFP# 18-02A
ADDENDUM I
JANITORIAL SERVICES

Date: 12/5/2017
To: Prospective Proposers
Subject: Addendum No. I – Janitorial Services
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/20/2017. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions & Answers:

1. When would the bid bond be due? The bid bond must be included with the sealed bid.
2. The 5% Surety Bond is too low for our insurance company to process; will the City of Galveston accept a bond amount higher than 5% of the total bid? Yes.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Tim Whitaker

Authorized Signature

December 13, 2017

Date

Tim Whitaker

Printed Name

ABM Texas General Services, Inc.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL.

Executive Overview

Building Value for City of Galveston

City of Galveston needs a facilities partner who builds value for you by reducing operating expenses while keeping your buildings safe, clean, comfortable and energy efficient. With our people and our technology, we'll preserve your assets and increase their performance—maximizing their value for you.

Service excellence and industry expertise

To deliver you a quality, cost-effective uniform standard of service, we use our own highly qualified employees. We have the expertise to understand your industry and empower our workforce to provide you with reliable, high-quality service specific to your needs. Plus, with our nationwide presence, we've got local experts who understand the unique needs of your area.

Breadth of services

In addition to the services proposed here, you can rely on ABM for virtually all of your facility needs. We offer you simplified support for all of our solutions, whether standalone or integrated.

Technology-enabled workforce

In addition to intensive training, the workforce serving your facility will use our award-winning, innovative technology to drive efficiencies, lower costs and ensure compliance. We streamline service delivery with the technological tools that allow both City of Galveston and ABM to have greater access and transparency to your account.

Guaranteed energy and sustainability solutions

City of Galveston's sustainability objectives will become ours. We'll help you meet short-term goals, like green cleaning, and we can help you establish and meet long-term goals for water efficiency, energy consumption, materials and resources. We have a Director of Sustainability and certified LEED APs who are ready to work with you on specific plans to update your systems and increase efficiencies to meet your sustainability goals.

We encourage you to call the clients listed in this proposal that are currently benefiting from our solutions.

Our people

Our promise to you is fulfilled by our people. Our expectations need to be met by employees who are willing and able to **make a difference**, every day—which ABM's employees have demonstrated consistently.

We attract, select and retain employees who will exemplify our core values—respect, integrity, collaboration, innovation and excellence—at every site. We hire superior employees from diverse backgrounds, give them thorough training, encourage them to be accountable for their work and reward them for exceptional performance.

With well-managed people in the right roles, City of Galveston benefits in many ways:

- Higher quality service
- Increased productivity and reliability
- Professional interaction with visitors
- Reduced turnover, resulting in more familiar faces and more consistent service
- Lower costs as a result of a safer workplace

Attract and recruit

Recruiting the best

Our facilities will be staffed by highly qualified professionals who were attracted to ABM because of our strong reputation for employee development and retention.

Our building requires personnel who are able to adapt to your culture and present themselves in a friendly, professional manner. That is why we make great efforts to recruit employees who don't just match the job profile, but also will adapt to meet your facility's needs and ABM's culture of learning, teamwork and providing high-quality service.

Screen and Select

Careful selection to ensure safety and quality

Through professional interviewing and selection processes, we select quality candidates who meet your needs. To ensure the safety of your customers, employees and business assets, we provide a range of employee screening packages. We will conduct tiered screening based on your industry's best practices and your business' requirements.



Our screening packages can include any of the following

- Standard background checks
- Criminal sex offender background checks (CROSS)
- Credit checks
- Drug screening (upon contract requirement)
- Professional certification checks
- Additional reference checks

Train and Develop

An emphasis on safety and training

To deliver you the reliable, high-quality service that you expect, we develop training programs at the national and regional level, and emphasize best practices and safety. For more detailed information, see the section titled "Training Program" in this proposal.

Retain

Employee benefits and incentives attract and keep good people

Maintaining a broad, competitive benefits program enables us to keep well-trained, experienced employees who are committed to your buildings and ABM. We provide you with the flexibility to personalize a benefit package that meets your cost objectives while still achieving a work-life balance for the employees.

Based on the terms of your contract or collective bargaining agreement requirements, the service workers staffing your facilities will be offered a selection of benefits that can include the following

- Health and Dental
- Life Insurance
- Accidental Death and Dismemberment
- Paid Vacation
- Paid Holidays
- 401 (k)
- Anniversary Awards
- Workers' Compensation
- Employee Stock Purchase Plan

Grow

Encouraging professional growth

Another component of our retention program is the support we provide to employees as they grow in their careers. Our buildings will be serviced by employees who are allowed to grow, which typically results in higher productivity and better service quality. Our culture encourages each employee to openly communicate with his or her manager to develop a career path that builds on individual strengths. The quality of each individual employee's service continually improves because of the ongoing coaching facilitated by regular performance reviews.

Training Program

We provide you with employees that have the training they need to successfully perform janitorial services in your buildings, improve efficiency, and develop new skills. Every ABM employee meets the following criteria:

- Technically proficient with chemicals, equipment and methods
- Familiar with the rules and regulations of your site(s)
- Thoroughly trained in job safety
- Committed to providing outstanding client service

New Hire Orientation and Training

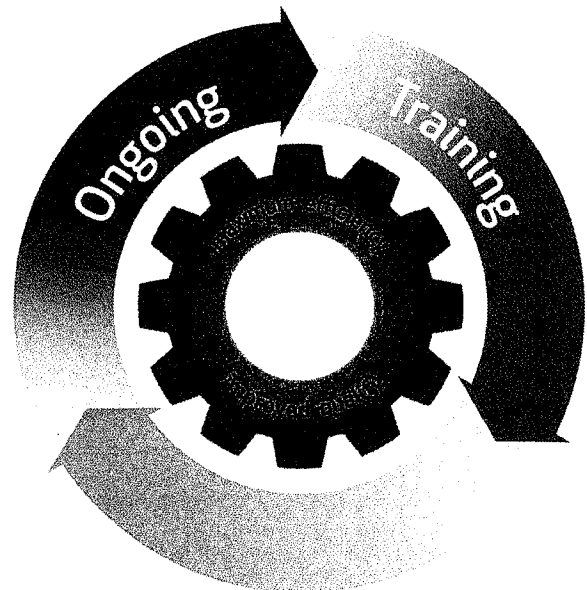
During the start-up phase, ABM Project Managers and Supervisors conduct employee training sessions at one of your locations in a classroom setting. These sessions include site-specific rules and regulations, ABM policies and procedures and basic job training.

Training for service workers concentrates on specific work tasks. Our Supervisors demonstrate each task step-by-step, detailing the importance of each step along the way, and train them to perform visual inspections before completing work. The Supervisors also provide guidance to the service workers as they work.

Once initial training is complete, Supervisors perform recurring reviews to make sure that they are maintaining City of Galveston's and ABM's standards. By empowering our employees with comprehensive training, we are able to minimize deficiencies and quickly identify opportunities for improvement.

Recurrent Training Sessions

Our managers conduct recurrent training sessions for current and replacement employees at your site(s). These sessions are more technical in nature and concentrate on specific job tasks and duties, such as specialized certifications and interdisciplinary training. Employees are trained in groups specific to their function. Compliance is measured and tracked by attendance, job performance, tests, etc. to ensure all employees are receiving the proper level of training.



Managing Risk through Safety Programs

Safety is the cornerstone of ABM's operations. As part of the **ABMWay**, our documented processes around ensuring our customers, our employees, and our company's success, we are committed to fostering a safe working environment for every employee at all City of Galveston locations, every day. It is our responsibility to embrace the ABM **ThinkSafe** culture and proactively prevent, detect and correct any safety or risk concern that may arise. **ThinkSafe** is an ABM program that promotes the idea that almost all workplace accidents are preventable – if you make focusing on safety an integral part of your day. At ABM, we are striving to create a world-class culture in all we do and safety is a large part of that objective.

At ABM, risk management consists of both Safety and Claims Management, working jointly with operations, to ensure the safety and well-being of our customers and our customers' clients.

It is ABM's policy to:

- maintain a safe workplace for its employees
- provide safety devices and mechanical safeguards
- use methods and processes to protect the life, health, safety and welfare of its employees and the general public
- establish a relationship of safety to our clients
- maintain and enforce a program to fulfill this responsibility

To ensure common goals and objectives, both Safety and Claims Management report the Vice President of Risk and Safety. We have a team of dedicated safety professionals that liaise with our Branch Operations to ensure the ABM safety culture is forefront in our employees' mind – every day. Our safety professionals are dedicated to all of ABM's Industry Groups so they are experts in the risks and exposures that our employees face every day in their types of business.

ThinkSafe Programs

To reach more than 110,000 employees, we have developed the following programs that are the cornerstone of ABM's **ThinkSafe** program.

ThinkSafe
People. Materials. Environment.

- An extensive **Safety Champion Program** was implemented to promote a safe working environment by creating and maintaining each employee's active interest in safety, to minimize the frequency of accidents, to identify innovative processes to address safety hazards, and implement corrective measures to mitigate recognized safety opportunities. The goal of the program is to set the tone for safety through
 - Assessing account conditions
 - Providing and receiving feedback from front-line management and team members
 - Recognizing safe work practices and out of the box processes and procedures that drive results
 - Developing a library of safety programs known to generate results across ABM
 - Establishing a Safety Champion network to implement and promote future safety initiatives

- **Leadership and Engagement Tours** were designed to foster engagement and ownership in Safety and Risk from the senior management team including the Regional Vice President, Regional Operations Managers, District Managers and Area Managers to the service employee. These tours are designed to promote dialogue about safety and safe working environments by ensuring effective communications between managers and their employees.
- **Empowerment of Field Locations** grants authority for the implementation and maintenance of ABM's Injury and Illness Prevention Program to our local branches and regional operations teams. Every operations manager, supervisor and site lead is responsible for implementing and maintaining ABM's Risk and Safety program to:
 - Ensure safety orientation training for all new employees
 - Train all employees in their scope of work and company safety programs
 - Deliver regularly scheduled safety training
 - Conduct site safety inspections on an ongoing basis
 - Develop hazard assessments how to work safely with those known hazards
 - Provide necessary documents to injured employees arrange for their timely medical assistance and expedite their return to work



These programs have been embedded into ABM's culture and provides opportunities to significantly reduce the amount of injuries that occur among our workforce. However, despite our best efforts, some accidents still occur and the utilization of risk management programs becomes essential to get employees back to good health and back to work as quickly as possible. Our Safety and Risk Management teams have made powerful developments in our company's ability to monitor and administer hazards, claims and other risk-related issues.

Safety Programs for City of Galveston

- **Moment of Safety:** Every day at ABM, our managers share a **Daily Safety Moment** with their employees. Included in these brief "toolbox" meetings are a brief safety talk based on the safety topic of the day, a basic overview of tasks, any changes or special requests discussed, reminder of safety slogan and adherence to safety guidelines, incentives offered and rewards presented.
- Examples of **Safety Moment** topics include:
- | | |
|---------------------------|---------------------------------|
| – How to Avoid Accidents | – Personal Protective Equipment |
| – Safe Lifting Techniques | – Machine Guard Use |
| – Hand Protection | – Tower Truck Safety |
| – Ladder Safety | – Lock Out for Safety |
| – Fire Safety | – Learn from Near Accidents |
| – Slips and Falls | – Safe Walking |
| – First Aid | |

- **Safety Hotline:** To reinforce the importance of our **ThinkSafe** culture and empower our employees to address safety concerns as they arise, ABM has implemented a toll-free Safety Hotline. This hotline (1.866.208.2114) is available 24 hours each day and 7 days each week and it gives employees a means to report safety issues that may affect ABM's employees, clients or the public. While employees are encouraged to first notify their supervisors of safety hazards or issues, as part of the **ABMWay**, the hotline should be used as an alternate method to address safety concerns when a supervisor is not readily available.
- **Telematics:** All ABM fleet vehicles are equipped with telematics systems that monitor the employee's driving habits, including speed of travel, seatbelt use, idle time and the location of the vehicle at every stop. Data is collected automatically and audible alerts are sounded whenever a driver exhibits unsafe behavior. Driving habits, patterns, and violations of the policy are reviewed monthly and remain on file with us for 12 months.
- **Nurseline**—A "first call" nurse triage program to assess on the job injuries for appropriate treatment. This ensures that possible injuries are detected and treated promptly and properly.
- **Concentra National Clinic Program**—A specialized national network of clinics focused on the assessment and treatment of work-related injuries (for all areas outside of California).
- **Stay-at-Work Program**—A specific focus on returning injured employees to work once the provider releases the employee with appropriate "light duty" assignment.
- **Telephone Nurse Case Management (TCM)**—Utilizing qualified nurses to assist with the medical management component of the claim, with the goal of prompt return to work.
- **Prompt Notification of Injury**—The reduction in lag time between the injury and report can minimize exacerbation of injuries, allow additional time to properly and expeditiously investigate the claim and implement proper corrective and preventive actions to avoid recurrence, decrease legal and claim related expenses, and ensure compliance with state and federal laws.
- **Loss Accountability Program (LAP)**—An opportunity-based insurance premium collection mechanism designed to measure safety and claim performance. The foundation of the LAP collection system rewards branches and regions that successfully reduce the frequency and severity of claims year-over-year. They also remediate those areas that performed poorly in the safety and claim arena. Data analytics and dashboard reporting is ABM leadership's primary tools to effectively measure each location's success.
- **Safe Work Observation Process (SWOP)** is a formal documented process that reinforces ABM's safety culture through safety observations, communication and training. This process is in alignment with our Behavior Based Safety processes. Objectives are to
 - Recognize or coach employees
 - Create a safe work environment for everyone
 - Demonstrate how to use the equipment and tools properly
 - Reduce personal risk of injury
- **Safety Training Videos**—We created a series of online safety orientation videos to facilitate training that have engaging scenes and a few moments of fun. Please access these videos via the following link abm.com/thinksafe/videos



Quality Assurance Program

At ABM, our goal is 100% customer satisfaction. As part of the **ABMWay**, we must clearly define what our clients expect from us, develop standards by which our employees will perform, and measure the results. Together with our clients, we will develop standards of performance by which the quality of services can be measured. These standards will be clear, concise, and measurable to allow us to track our performance against your service requirements. Our inspection program is based on documented procedures, regular inspections, and frequent customer communications. ABM is committed to providing quality service that is based on total customer satisfaction and continuous improvement. We work with you to successfully implement a technologically driven and proven performance solution.

We have established a quality culture that focuses on client satisfaction, involves employees, measures performance, and is continuously improving. To support your quality goals and requirements, we use a unified quality management system that places a variety of processes into a single framework. This framework acts as a starting point from which City of Galveston and ABM will customize a quality program for your buildings. The program will improve efficiencies and allow for greater transparency into your account activity.

From the start, we select top-caliber employees and provide them with extensive on-boarding training, guidance and incentives to ensure that proper safety and service procedures are their top priorities at your facility. We follow that up with investments in proprietary technology to measure our performance and share our performance with our clients. Quality assurance is ABM's on-going priority, leading to the development of new approaches to measuring service levels.



Tracking Accountability

In order to provide you with transparent accountability, all work requests will clearly define who is responsible for the work and the time involved for completion. The requests will be time stamped, and automatic escalations are triggered by that time, notifying management. City of Galveston will have the opportunity to measure, quantify and analyze service delivery, alongside ABM management.

As work is accomplished and work orders are closed, the reporting system is updated. Supervisory personnel follows up with service workers on issues and requests to make certain all work is completed to our high standards. Any problems that emerge from this followup are immediately corrected and the communication loop is then closed—but only when the client is absolutely satisfied.

Quality Inspections

City of Galveston's facilities will be inspected on a regular schedule, and results from the inspection are entered into the quality management system. During inspections, tasks are rated on a scale from one to five, producing a percentage of the maximum possible. Our inspection program allows us to identify any discrepancies with our service contract requirements. If during the course of the inspection a maintenance issue is found, we will notify the client in a timely manner of the issue. Our managers and supervisors conducting the inspection can communicate via email, phone and radio. We will correct any areas where discrepancies are found, and we will take corrective action to resolve the problem area and implement a procedure to prevent a future discrepancy.

Our quality management approach includes the following types of quality inspections and audits:

- **Self-Inspections/Peer Inspections** Self-inspections and peer reviews are fundamental elements of first line quality control. Daily random inspections are conducted of work performance relative to documented SOPs and standards. These inspections facilitate prompt identification and correction of substandard services and/or personnel performance.
- **Quality Control Inspections** Scheduled (formal) and unscheduled (informal) inspections are conducted by the onsite team. Results, notes and any available inspection reports are reviewed and identified issues are promptly addressed.
- **Compliance Audits** Scheduled and unscheduled audits are undertaken quarterly by the onsite manager and corporate management. Audits are also conducted by other corporate members to assess performance of all contractual requirements.
- **Client Satisfaction Feedback** Client satisfaction surveys are conducted for each service call. These surveys are a mechanism for ABM to evaluate the perceived effectiveness, timeliness and quality of our services. Surveys receiving less than satisfactory ratings are documented as client complaints and investigated. Corrective actions are implemented and tracked through until resolution and client satisfaction has been achieved.
- **Validated Client Complaints** Onsite management investigates all client complaints. Validated complaints are reported during Performance Evaluation Meetings to identify any trends and may generate unscheduled periodic inspections. Corrective actions are implemented and tracked through resolution and client satisfaction has been achieved.

Our quality control program includes daily and weekly inspections by the onsite shift duty managers as well as random inspections. At the conclusion of the inspection, we meet with the client's representative to review the

collected inspection results. This meeting also provides a valuable opportunity to discuss issues or concerns before they become major problems.

Performance Tracking

Inspection and audit results are tracked using our quality management system. This system is an in-house, custom-built inspection system, designed specifically to assist in the field of janitorial service inspections. Our quality management system accurately records the level of service performed, provides a succinct review of all cleaning areas within a particular room type and reduces the administrative dependency of having to manually input collected inspection data.

Our quality management system utilizes a hierarchical design that allows managers to view the historical performance of the accounts they, and their people, manage. The following benefits are achieved through use of our quality management system:

- “Real-time”, readily accessible reports, which allow our customers, and our site personnel, the ability to effectively analyze and extract the necessary information to maintain service performance.
- Trending statistical analysis from which fact-based operational decisions can be determined and/or affirmed (24 months of history remains online before being archived).
- Server based and centrally controlled by our IT and quality departments to ensure regular maintenance, security and updates are handled properly.
- System is backed up nightly and is protected under our IT department's disaster recovery plan.
- End users are supported by our helpdesk and dedicated corporate quality department team members.
- Data can be uploaded through any desktop, laptop, tablet or smartphone with internet access which provides flexibility to important performance information without sacrificing functionality.

Our quality management system's design is based on our clients' requirements. We establish parameters for each cleaning area during program start up and an evaluation of the condition of the facility along with baseline quality objectives are specified at the outset. These objectives become the benchmark for all future inspections for each individual area. In the event of a service issue, we will ensure that the appropriate corrective action is completed in a timely fashion and reported back to the branch office once the issue has been addressed.

Inspection Reports

Customized inspection reports and survey results provide feedback for process improvement. Inspection reports can be viewed daily online through a password protected web portal or via an Excel report accessed via email. If an inspection score were to fall below the established benchmark, cleaning requests are then generated and sent automatically. Benchmarks or quality levels can be set and viewed against the results.

Daily inspection reports will typically contain the following information:

- Date and time, detailed location of the inspection, as well as room numbers, where applicable.
- A detailed inspection result of the area that includes compliance of contract requirements.
- Name of the person conducting the inspection.

Equipment, Supplies and Chemicals

Quality and efficiency at lower costs

The quality of the service that you'll receive is enhanced by our commitment to providing the best delivery, service and employee training on the equipment, supplies and chemicals we use. You save money because we use superior products and methods, requiring fewer man hours.

ABM has strong, established relationships with industry leading supply, chemical and raw material manufacturers that share our commitment to excellence. This affords us cost control advantages over our competitors and provides you with several distinct advantages

- Best quality products available at the best possible prices
- Cost control due to our ability to negotiate long term, fixed price contracts with our suppliers
- Access to new products and concepts that save time while increasing productivity
- Personal attention when it comes to problem solving for you and managers
- Prompt deliveries and comprehensive training



Equipment

ABM has standardized the equipment that our service workers use, providing benefits for our clients, including:

- Better cleaning results due to better product and equipment selection
- Increased safety because our employees are thoroughly trained and familiar with the equipment
- Reduced training time and expense because we limit the types of equipment used
- Reduced repair time and, therefore, less equipment downtime

Supplies

ABM selects supplies based on our quality standards, and the product's overall ability to meet the rigorous requirements established for your buildings. We have a range of products to suit your environment that will maintain maximum efficiency, safety and hygiene. We can tailor product selection as needed to best suit your requirements and offer you a complete solution.

Chemicals

By aligning environmental issues with key business goals, our chemical cleaning program is not only good for the environment—it's good for your buildings. We consider environmental impact, worker safety and product performance when selecting cleaning products. The chemicals we use are premixed by the manufacturer which eliminates the possibility of improper dilution of cleaning. Also, having fewer types of chemicals on-site reduces the risk of property damage, and the packaging of our various types of chemicals helps you and the service workers easily identify improper chemical usage.

Our chemical cleaning program benefits you in several ways:

- Cleaner, healthier environment for occupants and visitors to your facility.
- Improved indoor air quality
- Reduced possibility of property damage due to improper use of chemicals
- Possibility of reduced liability insurance premiums for your facility

ABM advocates consistency at all of our clients' locations by establishing:

- Standardized packaging and dilution ratios
- Optimal choices of products for each cleaning application
- Uniform training on product use
- Simplified Hazardous materials programs

Uniforms and Identification

People in your buildings will always be able to recognize the janitorial services staff because they'll proudly be wearing either the ABM uniform or a special uniform chosen to reflect the character of your buildings. The professional image of our service employees is just one more way ABM works to enhance the overall image of your buildings. We understand that establishing an identity and presence at your sites is imperative as security has become heightened in recent years.

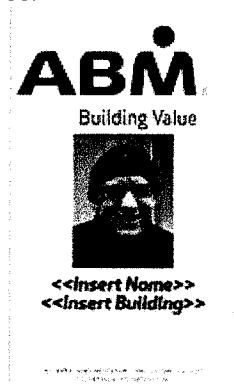
The power of a uniform doesn't stop there. It also gives our service employees a greater sense of responsibility and accountability. They are required to keep their uniforms looking clean and presentable.

Our agreement with Cintas, a leader in the uniform industry and ABM's primary supplier, enables us to provide you with an array of well-made, high-quality apparel to choose from.

For this proposal, the uniforms will be:

- Work shirts, knit polo shirts, slacks and trousers
- Windbreakers, parkas and outerwear
- Smocks and aprons
- T-shirts

All employees will also be issued an official photo ID to wear as part of their uniform which must be appropriately displayed during work hours. We have provided a sample badge below, however badges can be branded according to city of Galveston's preferences.



Cost of Proposed Products and/or Services

PRICING

City of Galveston
Annual Cost for Janitorial Day Porter Services

ANNUAL COST PER FACILITY	PRICE
CITY HALL 823 ROSENBERG	\$ 28,619.64
CITY HALL ANNEX 2517 BALL	\$ 6,359.88
GRANTS & HOUSING 2508 BALL	\$ 2,376.96
YEARLY TOTAL	\$ 37,356.54
HOURLY COST	
PER HOUR FOR 8 HOURS (DAILY)	\$ 12.59
PER HOUR AFTER 8 HOURS (DAILY)	\$ 18.89

Offer is made in accordance to the specifications and in accordance with the general conditions of the proposal. This offer is not subject to withdrawal.

COMPANY

ABM Texas General Services, Inc. (ABM)

ADDRESS

3800 Buffalo Speedway, Suite 325 Houston, TX 77098

AUTHORIZED SIGNATURE

Tim Whitaker

PRINTED NAME

Tim Whitaker

Experience Staff

Janitorial Experience

ABM cleans more than two billion square feet of floor space every day. As a century old, financially stable, facility services contractor, we have the experience necessary to provide cleaning solutions that maximize your investment. Our national scope and expertise provides wide ranging solutions ideally suited for commercial, industrial, and institutional facilities. Merely the power of our workforce with innovative technologies and efficient processes, we drive the future of the janitorial services industry to your business today.

ABM provides several services to our customers, some examples include:

- General Maintenance
- Carpet Care
- Blind Cleaning
- Diversity Spend Requirements
- Construction Cleanup
- Lighting
- Industrial Plant Cleaning
- GM and GMA Area Cleaning
- Green Cleaning
- Hard Surface Floor Care
- Clean Room Services
- Pharmaceutical Facility Cleaning
- Escalator Cleaning
- Mattress Programs
- Pressure Washing
- Window Cleaning
- Restroom Sanitation
- Recycling Services
- Computer Room Cleaning
- HACCP Related Environmental Cleaning
- Medical Waste Disposal
- Landscape and Golf
- Upholstery Cleaning
- Airline and Airport Support

Organized to Respond to Your Needs

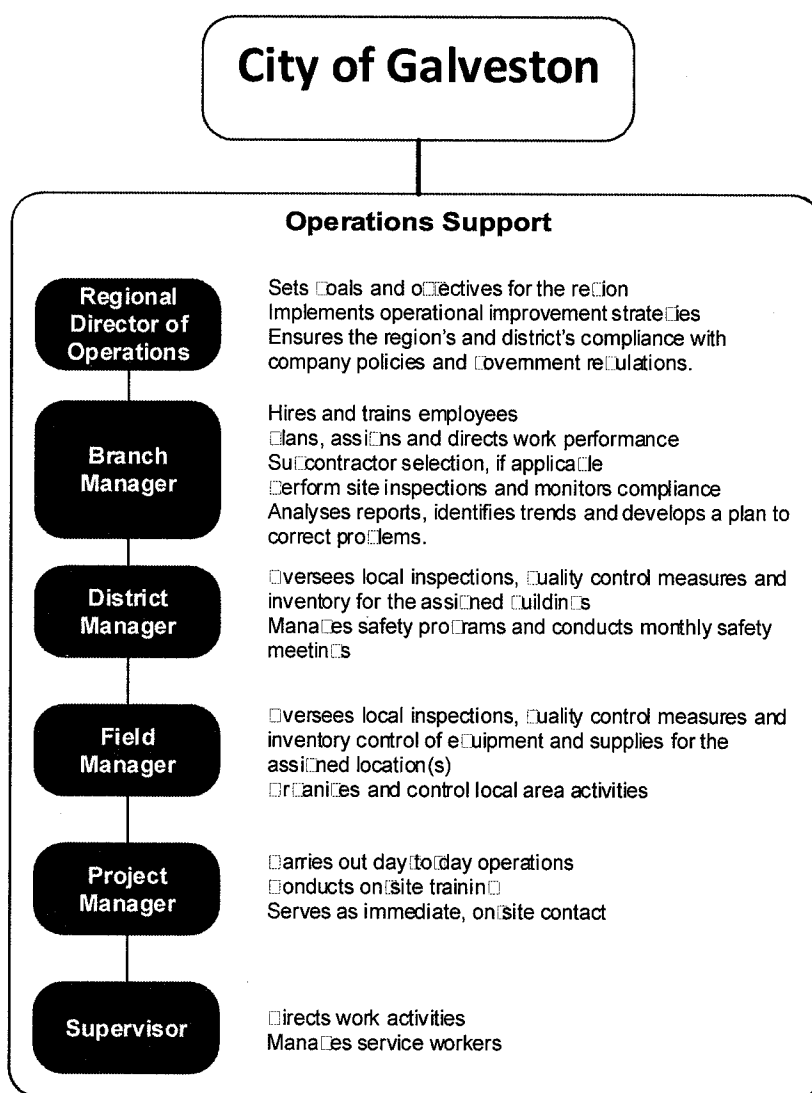
City of Galveston will receive personalized service that emphasizes client satisfaction. Through our organizational structure, leadership and consistent management, we've developed an approach that allows us to manage your buildings' service needs and exceed your expectations.

City of Galveston will benefit from our **industry experts and local specialists in recruitment, operations, account management, quality assurance, safety, risk management, training and technical support**. All are focused on delivering quality, reliable service with the latest technology to continually meet your unique needs.

Descriptions of service personnel's roles and responsibilities that will directly support your account are listed here to provide you clarification of what should be expected from each.

A Project Manager Who Meets Your Needs

The Project Manager serves as the primary contact between City of Galveston, service workers and management. On a daily basis, your Project Manager is supported by the District Manager and the local ABM branch and region.



Conveniently Located to Serve You

Houston, TX Branch

The below organization chart displays key resources within the branch. Resources will be assigned to the City of Galveston based on site and scope of work.

Branch Office Information:

3800 Buffalo Speedway, Suite 325

Houston, TX 77098

Telephone 713.928.5344

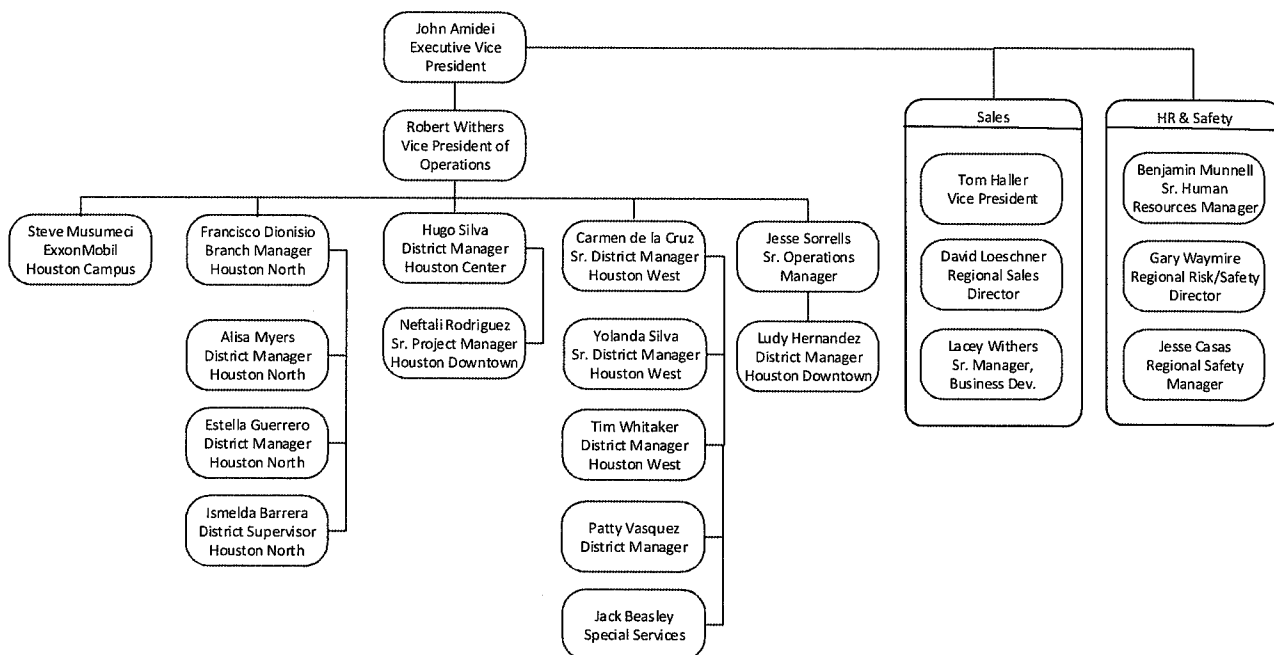
Fax 713.928.2143

Square Footage Cleaned: 91 million sf

Number of Employees: 5,000

Number of Customers: 367

Annual Sales: \$85 million



References

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: Galveston County	
Contact Name: Michael Bell	Contact Title: Director of Facilities
Phone: (409) 766-2384	Email: michael.bell@co.galveston.tx.us
Date and Scope of Services Provided: ABM provides janitorial services for the county facilities in Galveston, Texas.	

Reference #2:

Client / Company Name: South Texas College of Law Houston	
Contact Name: Bill Hill	Contact Title: Director of Property Services
Phone: (713) 646-1765	Email: whill@kennderywilson.com
Date and Scope of Services Provided: ABM provides janitorial services for an educational facility located in downtown Houston, TX.	

Reference #3:

Client / Company Name: Nueces County	
Contact Name: Annette Mouttet	Contact Title: Purchasing Manager
Phone: (361) 888-0490	Email: annette.mouttet@nuecesco.com
Date and Scope of Services Provided: ABM provides janitorial and day porter services for approximately 200,000 square feet of courthouse county administration buildings in Nueces County.	

Reference #4:

Client / Company Name: Lower Colorado River Authority	
Contact Name: Kevin Olson	Contact Title: Site Manager
Phone: (512) 473-3217	Email: kevin.olson@lcra.org
Date and Scope of Services Provided: ABM provides janitorial services for various locations in Central Texas since 2012.	

Additional Information

Should your facility needs expand

Should your facility needs expand, we have a wide range of services to meet your needs.



- Guaranteed energy saving programs
- Smart building technologies
- EV charging stations
- Renewable energy solutions



- On-site maintenance technicians
- Mobile maintenance technicians
- Preventative maintenance
- Handyman services
- Clinical engineering



- Landscape and grounds maintenance
- Golf course maintenance renovations
- Exterior pest and fertility management
- Athletic and sports field maintenance
- Irrigation maintenance and management



- Revenue enhancement and expense control
- Shuttle and transportation service
- Special event and valet parking services
- On and off street parking management



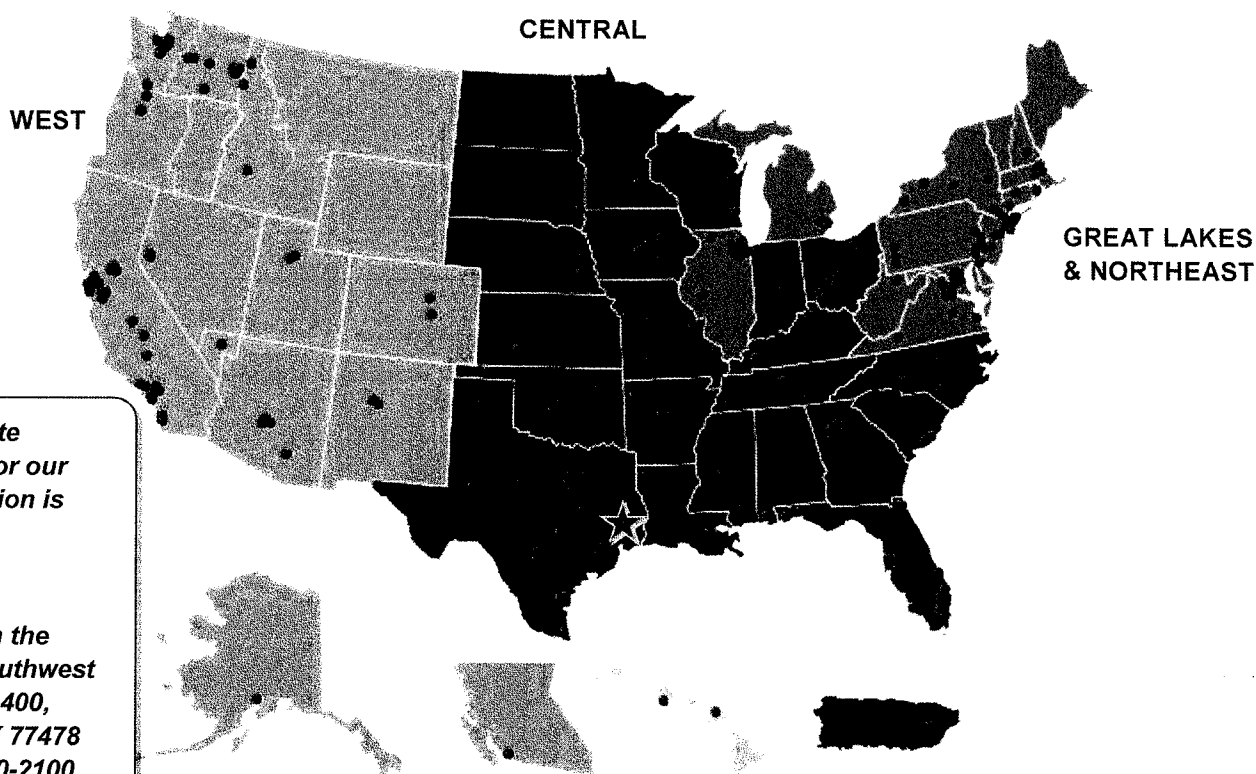
- Predictive and preventive maintenance programs
- Interior and exterior energy efficiency retrofits and programs
- Engineering services, risk assessment and mitigation
- Commissioning, start-up and acceptance testing
- Life extension, upgrade and modernization



- Preventive maintenance programs
- Repairs, replacements and retrofits
- Engineering and recommissioning
- Bundled energy solutions

Janitorial At A Glance

- \$2.6 billion in revenues (2016)
- 300 offices nationwide
- 72,000 employees
- Started in 1909
- Parent Corporation ABM Industries (NYSE:ABM)



ABM's corporate headquarters for our Janitorial Division is located at:



Sugar Creek on the Lake, 14141 Southwest Freeway, Suite 400, Sugar Land, TX 77478 Phone (713) 210-2100

Providing local service in thousands of cities through our 300+ branch offices located throughout the U.S., Puerto Rico and Canada

What to Expect from ABM

ABM provides solutions that lower your operating costs, preserve your assets and maximize their value. We focus on these core areas in order to deliver the best service possible.

Service Excellence

With our highly trained, in-house workforce, you can trust that we'll provide you with services that increase efficiencies and lower your operating expenses—all while maintaining a uniform standard of service excellence.

Breadth of Services

We'll provide you with an unrivaled range of facilities solutions that will keep your properties safe, clean, comfortable and energy efficient.

Deep Industry Expertise

From our national office to our local branches, we've made sure our workforce understands your industry. After all, in over 100 years' of service, we've developed the expertise to make our solutions work best for you.

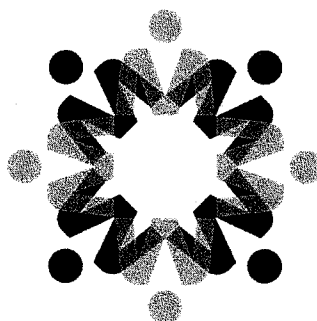
Technology-Enabled Workforce

Our facilities will be serviced with the support of innovative technology solutions that will simplify service delivery and allow for greater transparency.

Guaranteed Sustainability Solutions

We've got expertise to support all of your sustainability goals, including green cleaning, LEED support, bundled energy solutions, and more.

We Are Ready to Build Value For City of Galveston.



Bond Information

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, ABM TEXAS GENERAL SERVICES, INC.,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto CITY OF GALVESTON, as
Obligee, in the sum of Five percent of amount bid.
Dollars (5% of Amount Bid) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for Proposal Reference Number: 18-02; Project Title: Janitorial Services
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 13th day of November, 2017.

ABM TEXAS GENERAL SERVICES, INC.

(Principal)

By: 

La Ann Brinkley, Director Insurance Services

Travelers Casualty and Surety Company of America

By: 

Simone Gerhard, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

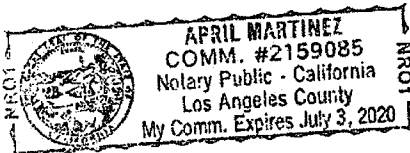
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On NOV 13 2017 before me, April Martinez, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature

April Martinez, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231967

Certificate No. 007394024

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, KD Conrad, Simone Gerhard, Edward C. Spector, Lisa K. Crail, B. Aleman, Renato F. Reyes, April Martinez, and Marina Tapia

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 29th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

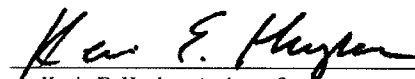
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 13 2017 day of NOV 13 2017, 20 NOV 13 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Appendices

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 33) 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:	18-02A		
Project Title:	Janitorial Services		
Submittal Deadline:	Wednesday, December 13, 2017 @ 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:	ABM Texas General Services, Inc.		
Address:	3800 Buffalo Speedway, Suite 325		
City, State & Zip	Houston, Texas 77098		
Federal Employers Identification Number #	364718606		
Phone Number:	(713) 9285344	Fax Number:	(713) 8432387
E-Mail Address:	tim.whitaker@am.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>Tim Whitaker</u> Signature of Authorized Representative: <u><i>Tim Whitaker</i></u> Signed this <u>13</u> (day) of <u>December</u> (month), <u>2017</u> (year)			

I learned of this Request for Proposal by the following means:

- | | |
|--|---|
| ☐ Newspaper Advertisement | ☐ City E-mail Notification |
| ☐ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☒ Other |

Appendix A – Proposal Document (continued)

I. ***REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
	12	Janitorial Services	\$ 3,113.04	\$37,356.54
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$ 3,113.04	\$37,356.54

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

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 1.50 %

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: 108 ; and the number of employees: 100,000 .

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References – 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: Galveston County	
Contact Name: Michael Bell	Contact Title: Director of Facilities
Phone: (409) 766-2384	Email: michael.bell@co.galveston.tx.us
Date and Scope of Services Provided: ABM provides janitorial services for the county facilities in Galveston, Texas.	

Reference #2:

Client / Company Name: South Texas College of Law Houston	
Contact Name: Bill Hill	Contact Title: Director of Property Services
Phone: (713) 646-1765	Email: whill@kennderywilson.com
Date and Scope of Services Provided: ABM provides janitorial services for an educational facility located in downtown Houston, TX.	

Reference #3:

Client / Company Name: Nueces County	
Contact Name: Annette Mouttet	Contact Title: Purchasing Manager
Phone: (361) 888-0490	Email: annette.mouttet@nuecesco.com
Date and Scope of Services Provided: ABM provides janitorial and day porter services for approximately 200,000 square feet of courthouse county administration buildings in Nueces County.	

Reference #4:

Client / Company Name: Lower Colorado River Authority	
Contact Name: Kevin Olson	Contact Title: Site Manager
Phone: (512) 473-3217	Email: kevin.olson@lcra.org
Date and Scope of Services Provided: ABM provides janitorial services for various locations in Central Texas since 2012.	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: ☐ A.
- B. Prime contractor HUB / MWBE registration number: ☐ A.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # ☐ 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 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: ABM Texas General Services, Inc.

Contract #: _____

Description: _____

Primary Contact (Name): Tim Whitaker

Primary Contact Phone Numbers: Home: _____ Cell: (281) 217-1026

Secondary Contact (Name): Please see below

Secondary Contact Phone Numbers: Home: (713) 928-5344 Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

☐ Our ☐ National Service ☐ Center provides 24-hour 7-day live attendant coverage specifically trained to address your facility service needs. We will quickly and efficiently dispatch all calls, ensure services are performed to your satisfaction, and provide you detailed real-time reports over the web.

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 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 Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
 - (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
 - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
 - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
 - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
 - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for

employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. **Financial Responsibility Provisions**

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.
- In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.
- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- C. Bond Requirements: If applicable, per the Scope of Services (Appendix J, Section 3. Special Conditions), prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

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

ABM Texas General Services, Inc.

**OFFICE
USE
ONLY**

Date
Received

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

☐ 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.

Tim Whitaker

Signature of person doing business with the governmental entity

12/13/2017

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

ABM has no knowledge of any existing business interest or a close family relationship with any officer or employee of the customer who was, is, or will be involved in the contractor selection, negotiation, drafting, signing, administration, or evaluation of contractor's performance under this contract and any resulting agreement therefrom. If ABM becomes aware that it has or may have an actual or potential conflict of interest, ABM shall promptly immediately notify the customer in writing of the nature of such actual or potential conflict of interest.

Appendix C - House Bill 89 Verification

I, Tim Whitaker (Person name), the undersigned representative of (Company or

Business Name) ABM Texas General Services, Inc. (ABM) (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::

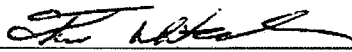
- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

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.

12/11/2017

DATE

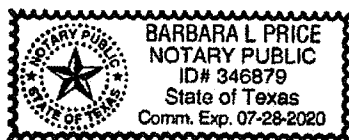

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Tim Whitaker, the Manager of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of December, 2017.

[SEAL]




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.

 X I do not owe the City property taxes that are delinquent.

 I owe City property taxes that are delinquent on property located at

Tim Whitaker, Senior District Manager

Proposer's Printed or Typed Name

Tim Whitaker

Proposer's Signature

December 13, 2017

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

 X 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: ☐ ☒ A _____

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: ☐ A

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE 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 ABM Texas General Services, Inc.

ADDRESS 3800 Buffalo Speedway, Suite 325 Houston, Texas 77098

PHONE (713) 928-5344

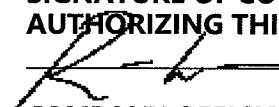
FAX (713) 843-2387

PROPOSER (SIGNATURE) Tim Whitaker

PROPOSER (PRINTED NAME) Tim Whitaker

POSITION WITH COMPANY Senior District Manager

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL


COMPANY OFFICIAL (PRINTED NAME) Robert Withers

OFFICIAL POSITION Office President of Operations

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.

Tim Whitaker

(Printed or typed Name of Signatory)

Tim Whitaker

(Signature)

December 13, 2017

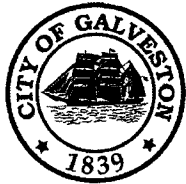
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix 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:

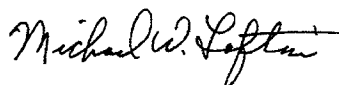
accountspayable@galvestontx.gov

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: Bank of America, ☐.A.

Financial Institute Address: ☐☐ Box 193224 San ☐rancisco, ☐A 94105

Routing Number: 122000030

Account Number: 1499505328

SWIFT Code: (if applicable) B☐☐A☐S3☐

Signature

Company Name: ABM Texas General Services, Inc.

Authorized Signature: *Tim Whitaker* Date: 12/13/2017

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix J – Scope of Services

1. Project Title: RFP 18-02 Janitorial 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

A bid bond of 5% of the total proposal is required for this solicitation. Payment and Performance Bonds are not required for this contract. See page 17, Section 3. Financial Responsibility for certificate of insurance requirements.

4. Proposal Evaluation Factors

Emphasis	Factor
55%	Cost of Service
10%	Reputation of Offeror/References
20%	Experience/Length of time in Janitorial Services Industry
15%	Ability to Perform Service
20%	Personnel/Project Manager Experience and Qualifications
5%	Experience with Governmental Entities

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	November 20, 2017
Pre-Proposal Conference	November 29, 2017 @ 2:00 p.m. CST
Deadline for Submittal of Written Questions	December 4, 2017 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	December 13, 2017 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	December 19, 2017
Anticipated Award Date	January 2018

7. Scope of Services

Janitorial Services

Facility Locations

The following locations are to be included in the proposal: (include, but not limited to)

- Galveston City Hall is located at 823 Rosenberg. This facility is approximately 36,000 square feet.
- City Hall Annex is located at 2517 Ball. This facility is approximately 8,000 square feet. (Building to be demolished in 2019)
- Grants & Housing is located at 2508 Ball Street. This facility is approximately 2,990 square feet

Any City of Galveston facility may be added to or deleted from the contract at any time.

Porter should be capable of performing the following duties:

- Empty all trash and discard into dumpster.
- Vacuum all carpet areas in offices, including under desks or work stations.
- Mop all hard floors
- Dusting
- Clean and sanitize restrooms

Restrooms - Daily

- Clean & disinfect all restrooms
- Restock all supplies
- Empty all trash and sanitary napkin containers
- Place fresh liners in each receptacle
- Sweep and wet mop hard surface floors, using fresh/clean mop water.
- Clean commodes and urinals inside and out using a germicidal treatment
- Clean sinks and countertops using a germicidal treatment
- Clean all mirrors and fixtures
- Spot clean partitions and walls
- Where applicable, pour disinfectant in drains to prevent odors
- Wipe and disinfect exterior of paper towel dispensers
- Wipe and remove water spots from wall areas that are below and near paper towel dispensers
- Wipe down exterior of trash receptacles
- Wipe down all stainless steel using appropriate stainless steel treatment
- Disinfect light switch plates
- When cleaning meeting rooms, also wipe down furniture.
- Clean scuffmarks and gum from floors.
- Spot mop as needed.
- Clean interior partition glass.
- Clean all entrance glass doors.
- Sweep outside entrance areas and police for trash.
- Wipe or dust furniture in common areas

Coffee Bars – Daily

- Empty trash receptacles and replace liners
- Clean counter tops and sinks
- Clean exterior and interior of microwaves
- Sweep and wet mop hard surface floors using fresh/clean mop water
- Vacuum all carpet areas and mats
- Clean coffee machines and pots and place grounds in trash
- Wipe and disinfect exterior of refrigerator
- Wipe cabinet doors
- Wipe and clean interior of soiled trash receptacles as necessary

Additional Duties

- Dust all desk tops, shelves, cubicle tops, file cabinets and ledges. (note- do not remove papers to dust desks) – Daily
- Clean and polish water fountains. - Daily
- Vacuum carpeted areas in meeting rooms. - Daily
- Dust all wall hangings. - Monthly
- Vacuum hard to reach carpet areas. - Daily
- Clean and wipe all wooden doors, including kick plates. - Monthly
- Wipe and disinfect light switch plates. - Monthly
- Dust mop and damp mop all tile floors. - Daily
- Clean and damp mop stairwell. - Daily
- Clean all glass doors with glass cleaner. - Daily
- Clean and wipe down meeting room desks and tables. - Daily
- Vacuum A/C vents and returns. Bi-Annually
- High dusting; including removal of cobwebs. (above 72 inches) Bi-Annually
- Spot clean carpet areas. – As needed
- Clean all stair banisters. - Monthly
- Feather dust all window blinds. - Monthly
- Mop plastic chair mats. - Daily
- Dust window blinds. - Monthly
- Dust window sills, ledges and baseboards. - Monthly
- Clean all tile walls in bathrooms. - Daily
- Clean, strip, and wax all tile floors. – Bi-Annually
- Clean, strip, and wax all VCT flooring, including restroom floors – Bi-Annually
- Polish all Terrazzo Tile flooring in City Hall – Annually

Janitorial Closet

- Closets will be kept clean and organized.
- All supplies will be neatly organized, labeled, and MSDS sheets will be included.
- All mop buckets will be emptied after each use.
- All mop heads and cleaning cloths will be cleaned and sanitized or replaced on a regular basis.

Other Responsibilities May Include

Defective or inoperable building equipment shall be brought to the attention of the Facilities Director such as:

- Leaking plumbing.
- Defective lights.
- Doors or gates not properly working.
- Other unusual circumstances that might affect the security, maintenance, or effectiveness of the facility.

- Building shall be locked after each service.
- Any other related facility duties as required.

Note: Do not include any carpet cleaning with this bid package. The Terrazzo floor (3,222 Square Feet) tile in City Hall will be polished on an annual basis and is to be included in the bid price.

The contractor shall be able to provide proof that all employees performing work under this contract are legally able to work in the United States.

Services shall be for up to 8 hours per day Monday thru Friday.

The City has requested at this time (1) full time custodian and (1) part time (4 hours per day) custodian.

Start and stop times will be at the discretion of the City.

Successful bidder guarantees 100% attendance. (If the regular person is out, a substitute will be provided.)

Possible Additional Services

In the event of an emergency, due to weather, or other emergency, the City requests that a staff member be stationed at any of the facilities that have ongoing operations. The hours will be from 8:00 a.m. to 5:00 p.m., Monday through Friday only. Please fill out Section 1.8. Emergency Business Services Contact Notice on page 13 of the RFP to indicate the manager and staff member that will be responsible for operations in the event of an emergency and check the box below whether a staff member will be able to be present. Include the hourly rate for operations during an emergency event.

☐ **Yes, company will have staff at a designated facility during an emergency**
☐ **No, company will not have staff at a designated facility during an emergency**

If yes is checked the hourly rate for service: \$ 18.89

Evaluation Criteria

- Cost of the Service – 55%
- Reputation of Offeror/References – 10%
- Experience/Length of time in the Janitorial Services Industry – 20%
- Ability to perform the service – Staffing capabilities, quality control, etc. – 15%
- Personnel/Project Manager Experience and Qualifications – 20%
- Experience with Governmental Entities – 5%

Order of Proposal

The proposal shall be submitted in the following order:

- Required Forms – Appendices A through I
- Addendum – (if issued)
- Pricing
- References
- Proposed Personnel – Include qualifications, applications, and or resumes of proposed staff performing the work. Also, include the resume of the project manager that will be supervising personnel and performing quality control of work performed.
- Other – Miscellaneous Items

PRICING

City of Galveston
Annual Cost for Janitorial Day Porter Services

ANNUAL COST PER FACILITY	PRICE
CITY HALL 823 ROSENBERG	\$ 28,119.14
CITY HALL ANNEX 2517 BALL	\$ 1,359.88
GRANTS & HOUSING 2508 BALL	\$ 2,371.91
YEARLY TOTAL	\$ 37,351.54
HOURLY COST	
PER HOUR FOR 8 HOURS (DAILY)	\$ 12.59
PER HOUR AFTER 8 HOURS (DAILY)	\$ 18.89

Offer is made in accordance to the specifications and in accordance with the general conditions of the proposal. This offer is not subject to withdrawal.

COMPANY

ABM Texas General Services, Inc. ABM

ADDRESS

3800 Buffalo Street, Suite 325 Houston, TX 77098

AUTHORIZED SIGNATURE

Tim Whitaker

PRINTED NAME

Tim Whitaker



CITY OF GALVESTON – RFP # 18-02A
ADDENDUM 2
JANITORIAL SERVICES

Date: 12/11/2017
To: Prospective Proposals
Subject: Addendum No. 2 – Janitorial Services
Proposal Bond Information

This addendum forms part of the proposal and contract documents and modifies the original proposal documents dated 11/20/2017. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT PROPOSER TO DISQUALIFICATION.

Proposal bonds of 5% of the total bid amount will be accepted in the form of a cashier's check or surety bond.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

12/12/2017

Date

Robert Withers, VP of Operations

Printed Name

ABM Texas General Services, Inc.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

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:
2018-302856

Date Filed:
01/17/2018

Date Acknowledged:
02/06/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ABM Texas General Services, Inc.
Galveston, TX United States

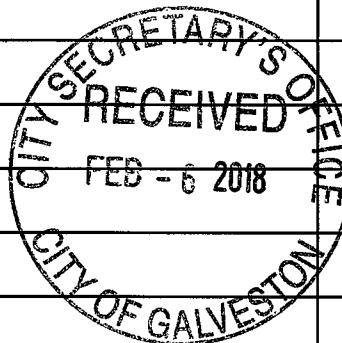
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

RFP 18-02A
Janitorial Services

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



5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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:
2018-302856

Date Filed:
01/17/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ABM Texas General 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.

RFP 18-02A
Janitorial Services

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 Tim Whitaker, and my date of birth is 5/22/1982.

My address is 3800 Buffalo Speedway, Suite 325, Houston, TX, 77098, USA.
(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 TX, on the day of January, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



123486

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
1/11/2018

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 Commercial Lines - (628) 201-9001 USI Insurance Services National, Inc. - CA Lic#: 0D08408 201 Mission St, 11th Floor San Francisco, CA 94105	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED ABM Texas General Services, Inc. an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>ACE Property and Casualty Ins. Co.</td><td>20699</td></tr><tr><td>INSURER C:</td><td>Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	ACE Property and Casualty Ins. Co.	20699	INSURER C:	Illinois Union Insurance Company	27960	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Illinois Union Insurance Company	27960																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 12601117**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$1,000,000 SIR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			XSLG27872451	11/01/2017	11/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>2,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>Excluded</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>6,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000	MED EXP (Any one person)	\$	Excluded	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	6,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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GENERAL AGGREGATE	\$	6,000,000																										
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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 25,000			XOOG27910865 003	11/01/2017	11/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>10,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	10,000,000	AGGREGATE	\$	10,000,000		\$													
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AGGREGATE	\$	10,000,000																										
	\$																											
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A		TNSC49166771 TX - SIR: \$1,000,000	11/01/2017	11/01/2018	<table border="1"><tr><td>PER STATUTE</td><td>☒ OTH-ER</td><td>Non-Subscriber</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>4,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>4,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>4,000,000</td></tr></table>	PER STATUTE	☒ OTH-ER	Non-Subscriber	E.L. EACH ACCIDENT	\$	4,000,000	E.L. DISEASE - EA EMPLOYEE	\$	4,000,000	E.L. DISEASE - POLICY LIMIT	\$	4,000,000									
PER STATUTE	☒ OTH-ER	Non-Subscriber																										
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E.L. DISEASE - EA EMPLOYEE	\$	4,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	4,000,000																										

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

Jobsite: 823 Rosenberg, 2517 Ball & 901 25th Street, Galveston, TX. City of Galveston is included as additional insured as respects general liability and automobile liability as required by written contract with the Named Insured. Waiver of subrogation applies in favor of additional insured as respects general liability and automobile liability as required by written contract with the Named Insured.

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

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 12384689 issued on 10/26/2017)



City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Staff Report

May 14, 2019

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

From: Charles Kenworthy, Facilities Director

RE: Consideration for approval, amending Contract CON-COG-17-250 with ABM Texas General Services, Inc. for Janitorial Services, removing the \$37,356.54 cap, authorizing the City Manager to execute the amended contract.

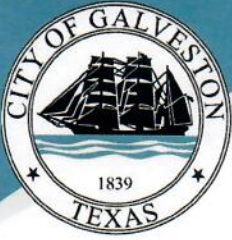
I. Background

- A. On 1/25/2018, Council awarded RFP-18-02A to ABM Texas General Services, Inc. in the contract amount of \$37,356.54.
- B. This contract is for Janitorial Services for City Hall, City Hall Annex and Grants and Housing.
- C. The Council approved contract gives the City the ability to add or remove janitorial services as needed at any City facility.

II. Current Situation

- A. The City has new facilities under construction that will need janitorial cleaning services. Additional facilities that need professional cleaning services are Island Transit, Parks and Recreation and Information Technology, is (temporarily operating out of the old MUD#1 Facility).
- B. The current contract's cap of \$37,356.54 prohibits the addition of other city facilities.





City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

- C. The cost to add cleaning service to the New Public Works Facility, Island Transit Administration, Garage and the old MUD#1 Facility is \$42,273, annually.
- D. Parks and Recreation would like a detailed onetime deep cleaning and floor work conducted at the Wright Cuney Recreation Center for an estimated \$8,000.00 cost.

III. Alternatives in order of priority

- A. Council approve amending contract CON-COG-17-250 with ABM Texas General Services, Inc.
 - 1) Cost – Annual estimated cost would be \$81,000. If Parks request a onetime detailed deep cleaning service for Wright-Cuney Recreation Center, that cost is an estimated \$8,000
 - 2) Timing - as soon as possible.
- B. Council does not approve amending contract CON-COG-17-250 with ABM Texas General Services, Inc.
 - 1) Cost – The cap of \$37,356.54 will remain
 - 2) Timing – additional facilities cannot be added to the contract

IV. Recommendation

It is staff's recommendation to approve the amendment of contract CON-COG-17-250 and remove the cap of \$37,356.54.

V. Funding Source

Cleaning Services

Respectfully Submitted,

Charles Kenworthy
Facilities Director

Approved,

Dan Buckley
Deputy City Manager



AMENDMENT – ABM TEXAS GENERAL SERVICES, INC.
JANITORIAL SERVICES

Amendment Number 1 to Contract # COG-CON-17-250

RFP 18-02A Janitorial Services

THIS AMENDMENT is by and between the City of Galveston, a municipality incorporated under the laws of the State of Texas, Galveston Texas, and ABM Texas General Services, Inc., a company, located at 3800 Buffalo Speedway, Suite 325, Houston, Texas 77098. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WHEREAS, the City and ABM Texas General Services, Inc. entered into an Agreement, Contract# COG-CON-17-250, effective February 2, 2018 for services related to enter Janitorial Services here in RFP# 18-02A Janitorial Services.

WHEREAS, the City and ABM Texas General Services, Inc., agree to make the following amendment a part of the Agreement.

Section 9. **COMPENSATION, is hereby amended and restated as follows:** The City shall compensate ABM Texas General Services, Inc., as per the Scope of Work, at the agreed upon pricing in Exhibits A & B, attached. If the City activates "Possible Additional Services" in the event of an unforeseen need, as noted on page 57 of Exhibit A of this contract, vendor will be paid ***eighteen dollars and eighty-nine cents (\$18.89) per hour*** for additional services performed. Company will furnish an invoice to the City reflecting actual product delivered and received in good condition during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 3800 Buffalo Speedway Suite 325, Houston, Texas 77098. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit documents, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

ABM Texas General Services, Inc.

By: _____
Brian Maxwell, City Manager

By: Tim Whitaker
Tim Whitaker, Senior District Manager

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

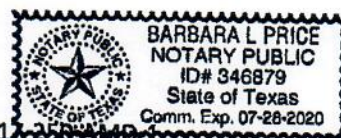
BY EXECUTION OF THIS ADDENDUM, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Tim Whitaker of ABM Texas General 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 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 14th day of May, 2019.

Barbara L. Price
Notary Public in and for
The State of Texas



City of Galveston Contract Number COG-CON-17-258-AM-D-1



Pricing Summary

We'll help you create new efficiencies to improve your bottom line

To reduce your costs and build value for your facilities, we focus on new, efficient methods and management of labor and technology to eliminate unnecessary costs and maintain quality. Based on specifications, discussions with you, and our expertise, we determined the best practices for you and infused them into a program designed to meet your service needs.

Prepared For: City of Galveston

Location: The Old MUD#1 Facility

Service	Quantity	Unit	Unit Price	Annual Cost
Janitorial Services				
1 Day per Week	12	Month	\$230.27	\$2,763.24

Price includes all labor, payroll taxes and insurance, supervision, cleaning supplies and equipment. Plastic trash can liners and restroom supplies, such as paper towels, toilet seat covers, toilet tissue, and hand soap are not included, but are available at ABM's cost plus a 10% mark-up. Trash/dumpster service is not included in the pricing. Pricing does not include applicable sales tax.

Prepared by: Tim Whitaker
Senior District Manager
(281) 217-1026
Tim.Whitaker@abm.com

Client: City of Galveston

By _____

Name _____

Title _____

Contractor: ABM Texas General Services, Inc.

By  _____

Name Tim Whitaker _____

Title Branch Manager _____



Pricing Summary

We'll help you create new efficiencies to improve your bottom line

To reduce your costs and build value for your facilities, we focus on new, efficient methods and management of labor and technology to eliminate unnecessary costs and maintain quality. Based on specifications, discussions with you, and our expertise, we determined the best practices for you and infused them into a program designed to meet your service needs.

Prepared For: City of Galveston

Location: Public Works Facility
3015 Market Street
Galveston, Texas 77550

&

3115 Market Street
Galveston, Texas 77550

The City of Galveston will use the Day Porter to service both 3015 & 3115 Market Street Galveston, Texas

Service	Price Total Monthly	Annual Price
Janitorial Services		
1 Day Porter (1:00pm-9:00pm)	\$2,196.49 per month	\$26,357.88 annually
1 Part Time Porter (5:00pm – 9:00pm)	\$1,098.24 per month	\$13,178.88 annually
Total Cost		\$39,536.76 annually

Price includes all labor, payroll taxes and insurance, supervision, uniforms, cleaning supplies and equipment. Plastic trash can liners and restroom supplies, such as paper towels, toilet seat covers, toilet tissue, and hand soap are not included, but are available at ABM's cost plus a 10% mark-up. Pricing does not include applicable sales tax. Price is based off of current cleanable square feet of 15,561 square feet.

Prepared by: Tim Whitaker
Branch Manager
(281) 217-1026
Tim.Whitaker@abm.com



Client: City of Galveston

Contractor: ABM Texas General Services, Inc.

By _____

By 

Name _____

Name Tim Whitaker

Title _____

Title Branch Manager



ABMIND3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (404) 923-3700 USI Insurance Services LLC 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property and Casualty Ins. Co. INSURER C: Illinois Union Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 22667 20699 27960
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COVERAGES**CERTIFICATE NUMBER:** 14191051**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$1,000,000 SIR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			XSLG71211137	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ISAH25269147	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000			XOOG27910865004	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	TNSC65220817 TX - SIR: \$1,000,000	11/01/2018	11/01/2019	PER STATUTE ☒ OTHER Non-Subscriber E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

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

Jobsites: 823 Rosenberg, 2517 Ball, 901 25th Street, 13805 Stewart Road, 3015 Market Street, 3115 Market Street, Galveston, TX.
City of Galveston is included as additional insured as respects general liability and automobile liability as required by written contract with the Named Insured. Waiver of subrogation applies in favor of additional insured as respects general liability and automobile liability as required by written contract with the Named Insured.

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

Donna Maddox

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:
2019-490850

Date Filed:
05/14/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ABM Texas General Services, Inc.
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-17-250-AMD-1.
RFP 18-02A Janitorial Services

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.



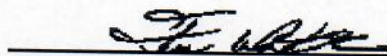
6 UNSWORN DECLARATION

My name is Tim Whitaker, and my date of birth is _____.

My address is 3800 Buffalo Speedway, Suite 325, Houston, TX, 77098, USA.
(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 TX, on the 14th day of May, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

TO: Honorable Mayor and Members of the City Council
Galveston, Texas

FROM: Kent Etienne, Executive Director

DATE: January 16, 2019

REF: 2019 Workforce Demographics and Statistics

In accordance with Chapter 1, Section 4 of the City of Galveston's Personnel Policies and Procedures, the Human Resources Department (HR) monitors recruitment and selection procedures, maintains statistical records, and conducts ongoing evaluations to ascertain whether recruitment, selection, or promotional policies cause a disparate impact on the basis of race, color, religion, sex, national origin, age, or disability. The attached demographic report is being provided for your reference. Three years of demographic history is also included for the purpose of monitoring and highlighting trends, internal progress, and identifying areas of needed improvement.

In assessing the data, it is important to note that although staffing levels have increased by approximately 12.9% over an approximate 3 year period (since December 7th of 2015), the results indicate that the demographics of the City's *total* workforce have remained relatively constant as it pertains to employment by race and sex. The City continues to outperform when comparing to demographics of the local community.

Furthermore, with continued focus on diversity among various classes of employees, the City's HR Department strives to impose fair hiring and promotional practices at all levels within the workforce. While the attached report primarily highlights *civilian* demographics, it is important to note that policies and agreements regarding civil service promotional opportunities within the City are currently being examined and will be potentially modified to influence representation of women and minorities in supervisory and leadership positions.

Lastly, the 2019 analysis of the *civilian* positions yielded favorable results as it applies to pay by sex in top positions. 3.6 percent of all *civilian* women have been identified as top earners within the City as compared to the 4.4 percent of males in the workforce. The City continues to strategically and actively diversify all executive level positions as represented by the attached data.



City of Galveston Demographics
1/16/2019

DEMOGRAPHICS BY DEPARTMENT (Actual)								
Department	Sex		Race					TOTAL # OF EMPLOYEES
	FEMALE	MALE	Caucasian	Black	Hispanic	Asian Pacific Islander	Other	
Airport	2	5	4	2	1	0	0	7
City Attorney	4	3	4	1	2	0	0	7
City Auditor	1	1	2	0	0	0	0	2
City Garage	1	35	11	5	20	0	0	36
City Manager	4	8	9	0	3	0	0	12
City Marshal	7	10	11	2	4	0	0	17
Development Services	7	14	13	1	5	0	2	21
Finance	31	22	25	15	8	2	3	53
Fire	4	116	95	5	18	1	1	120
Grants & Housing	3	0	1	1	0	1	0	3
Human Resources	11	1	5	2	5	0	0	12
Island Transit	14	19	13	16	2	0	2	33
Municipal Utilities	3	85	37	21	17	5	8	88
Parks & Recreation	6	37	12	7	20	0	4	43
Police	42	154	125	24	37	0	10	196
Public Works	16	146	24	95	29	1	13	162
Risk Management	0	2	1	0	1	0	0	2
Grand Total	156	658	392	197	172	10	43	814

DEMOGRAPHICS BY DEPARTMENT (Percentages)								
Department	Sex		Race					TOTAL % OF EMPLOYEES
	FEMALE	MALE	Caucasian	Black	Hispanic	Asian Pacific Islander	Other	
Airport	29%	71%	57.1%	28.6%	14.3%	0.0%	0.0%	100.0%
City Attorney	57%	43%	57.1%	14.3%	28.6%	0.0%	0.0%	100.0%
City Auditor	50%	50%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
City Garage	3%	97%	30.6%	13.9%	55.6%	0.0%	0.0%	100.0%
City Manager	33%	67%	75.0%	0.0%	25.0%	0.0%	0.0%	100.0%
City Marshal	41%	59%	64.7%	11.8%	23.5%	0.0%	0.0%	100.0%
Development Services	33%	67%	61.9%	4.8%	23.8%	0.0%	9.5%	100.0%
Finance	58%	42%	47.2%	28.3%	15.1%	3.8%	5.7%	100.0%
Fire	3%	97%	79.2%	4.2%	15.0%	0.8%	0.8%	100.0%
Grants & Housing	100%	0%	33.3%	33.3%	0.0%	33.3%	0.0%	100.0%
Human Resources	92%	8%	41.7%	16.7%	41.7%	0.0%	0.0%	100.0%
Island Transit	42%	58%	39.4%	48.5%	6.1%	0.0%	6.1%	100.0%
Municipal Utilities	3%	97%	42.0%	23.9%	19.3%	5.7%	9.1%	100.0%
Parks & Recreation	14%	86%	27.9%	16.3%	46.5%	0.0%	9.3%	100.0%
Police	21%	79%	63.8%	12.2%	18.9%	0.0%	5.1%	100.0%
Public Works	10%	90%	14.8%	58.6%	17.9%	0.6%	8.0%	100.0%
Risk Management	0%	100%	50.0%	0.0%	50.0%	0.0%	0.0%	100.0%
Grand Total	19.2%	80.8%	48.2%	24.2%	21.1%	1.2%	5.3%	100.0%

2010 Census			
Population by Race		Population by Sex	
Caucasian	62%	Male	51%
Black	19%	Female	49%
Asian	3%		
American Indian	1%		
Other	14%		

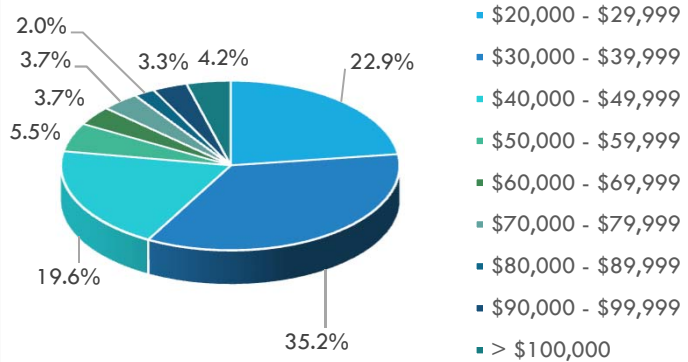
reference:

<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

Civilian Workforce Statistics (Overview)
Report Run 1/15/2019

Workforce by Pay Range		
Pay Range	Grand	Percentage
\$20,000 - \$29,999	125	22.9%
\$30,000 - \$39,999	192	35.2%
\$40,000 - \$49,999	107	19.6%
\$50,000 - \$59,999	30	5.5%
\$60,000 - \$69,999	20	3.7%
\$70,000 - \$79,999	20	3.7%
\$80,000 - \$89,999	11	2.0%
\$90,000 - \$99,999	18	3.3%
> \$100,000	23	4.2%
Grand Total	546	100.0%

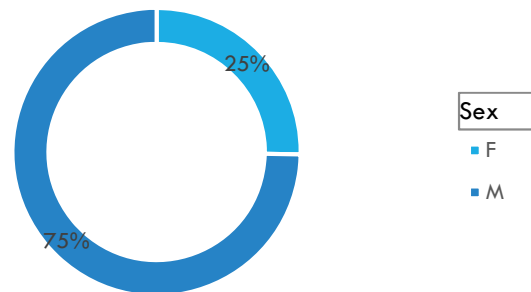
Workforce by Pay Range



Workforce by Sex		
Sex	Total	Percentage
F	138	25.3%
M	408	74.7%
Grand Total	546	100.0%

Workforce by Sex

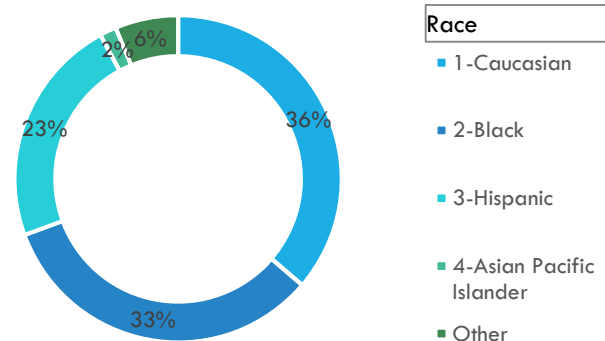
Civilian Workforce by Sex



Workforce by Race		
Race	Total	Percentage
1-Caucasian	198	36.3%
2-Black	181	33.2%
4-Asian Pacific Islander	9	1.6%
Other	34	6.2%
Grand Total	546	100.0%

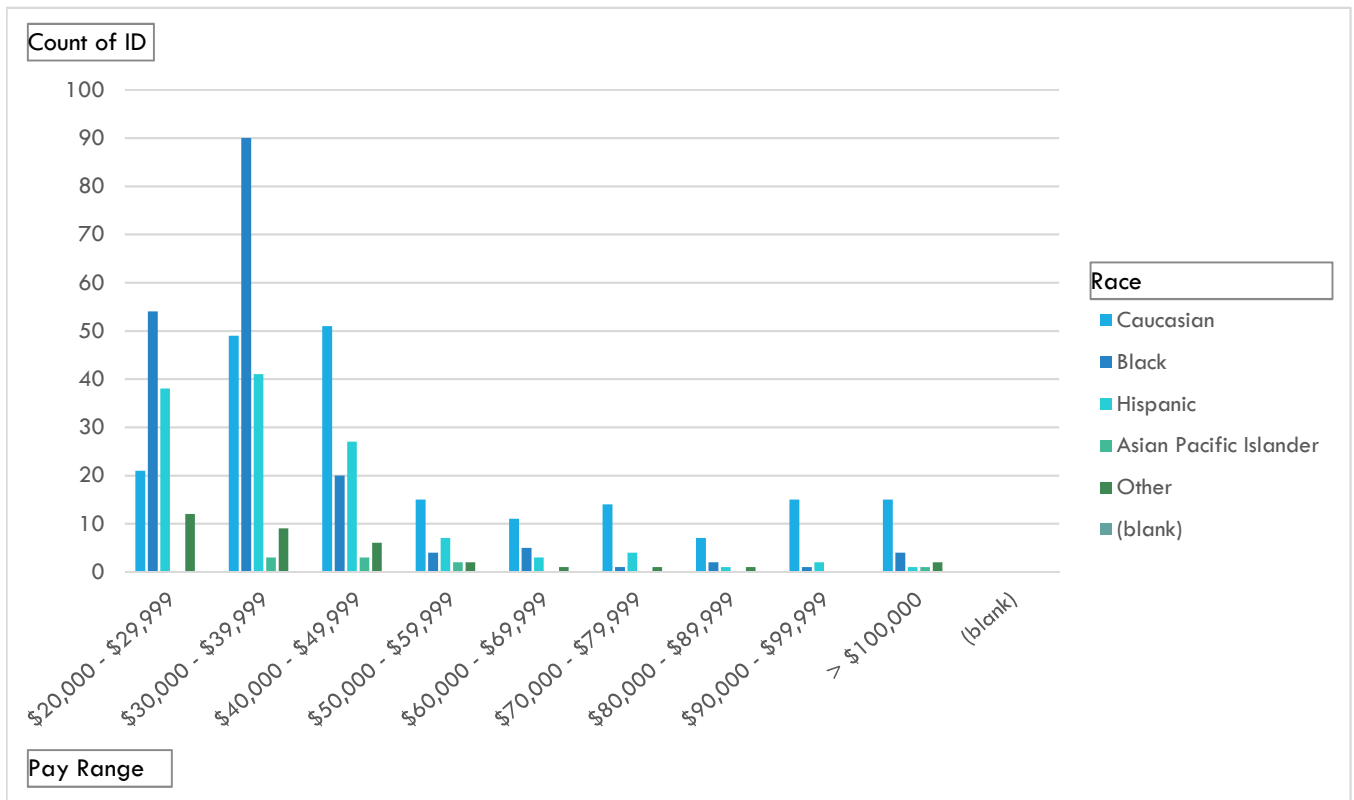
Workforce by Race

Workforce by Race



Civilian Workforce Statistics (Overview)
Report Run 1/15/2019

BY RACE						
Pay Range	Caucasian	Black	Hispanic	Asian Pacific Islander	Other	Grand Total
\$20,000 - \$29,999	21	54	38		12	125
\$30,000 - \$39,999	49	90	41	3	9	192
\$40,000 - \$49,999	51	20	27	3	6	107
\$50,000 - \$59,999	15	4	7	2	2	30
\$60,000 - \$69,999	11	5	3		1	20
\$70,000 - \$79,999	14	1	4		1	20
\$80,000 - \$89,999	7	2	1		1	11
\$90,000 - \$99,999	15	1	2			18
> \$100,000	15	4	1	1	2	23
Grand Total	198	181	124	9	34	546
% of Workforce	36.3%	33.2%	22.7%	1.6%	6.2%	



Civilian Pay by Sex
Report Run 1/15/2019

Pay By Sex	Sex			
Pay Range	# of Females	% of Females	# of Males	% of Males
\$20,000 - \$29,999	6	4.3%	119	29.2%
\$30,000 - \$39,999	52	37.7%	140	34.3%
\$40,000 - \$49,999	35	25.4%	72	17.6%
\$50,000 - \$59,999	12	8.7%	18	4.4%
\$60,000 - \$69,999	10	7.2%	10	2.5%
\$70,000 - \$79,999	10	7.2%	10	2.5%
\$80,000 - \$89,999	4	2.9%	7	1.7%
\$90,000 - \$99,999	4	2.9%	14	3.4%
> \$100,000	5	3.6%	18	4.4%
Grand Total	138	100.0%	408	100.0%

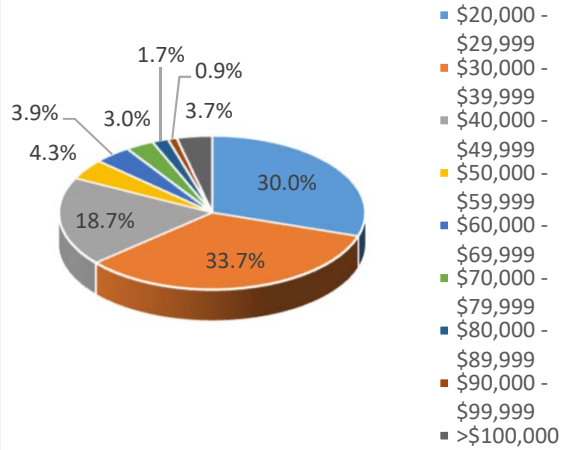
* the chart above compares equality of pay by sex. (I.E. 3.6% of all female workers earn >\$100,000 per year)

Previous Workforce Demographic History

Civilian Workforce Statistics (Overview)
Excludes Police and Fire
Report run 5/24/2017

Workforce by Rang Colui Column2		
Pay Ranges	Total	Percentage
\$20,000 - \$29,999	160	30.0%
\$30,000 - \$39,999	180	33.7%
\$40,000 - \$49,999	100	18.7%
\$50,000 - \$59,999	23	4.3%
\$60,000 - \$69,999	21	3.9%
\$70,000 - \$79,999	16	3.0%
\$80,000 - \$89,999	9	1.7%
\$90,000 - \$99,999	5	0.9%
>\$100,000	20	3.7%
Grand Total	534	100.0%

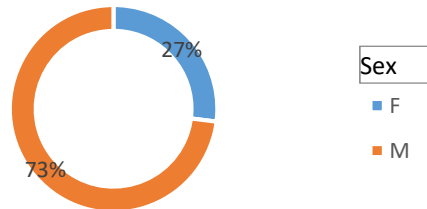
Civilian Workforce Pay Ranges



Workforce by Sex		
Sex	Total	Percentage
F	144	27.0%
M	390	73.0%
Grand Total	534	100.0%

Workforce by Sex

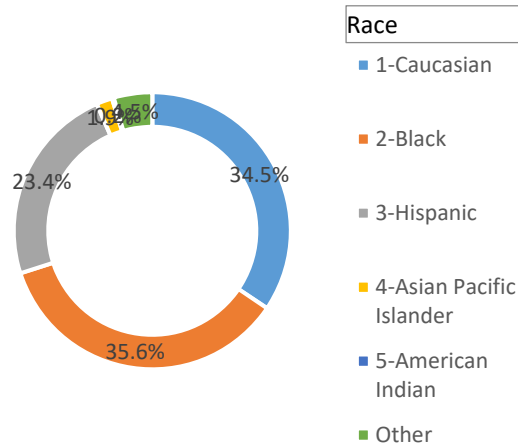
Civilian Workforce by Sex



Workforce by Race		
Race	Total	Percentage
1-Caucasian	184	34.5%
2-Black	190	35.6%
3-Hispanic	125	23.4%
4-Asian Pacific Islander	10	1.9%
5-American Indian	1	0.2%
Other	24	4.5%
Grand Total	534	100.0%

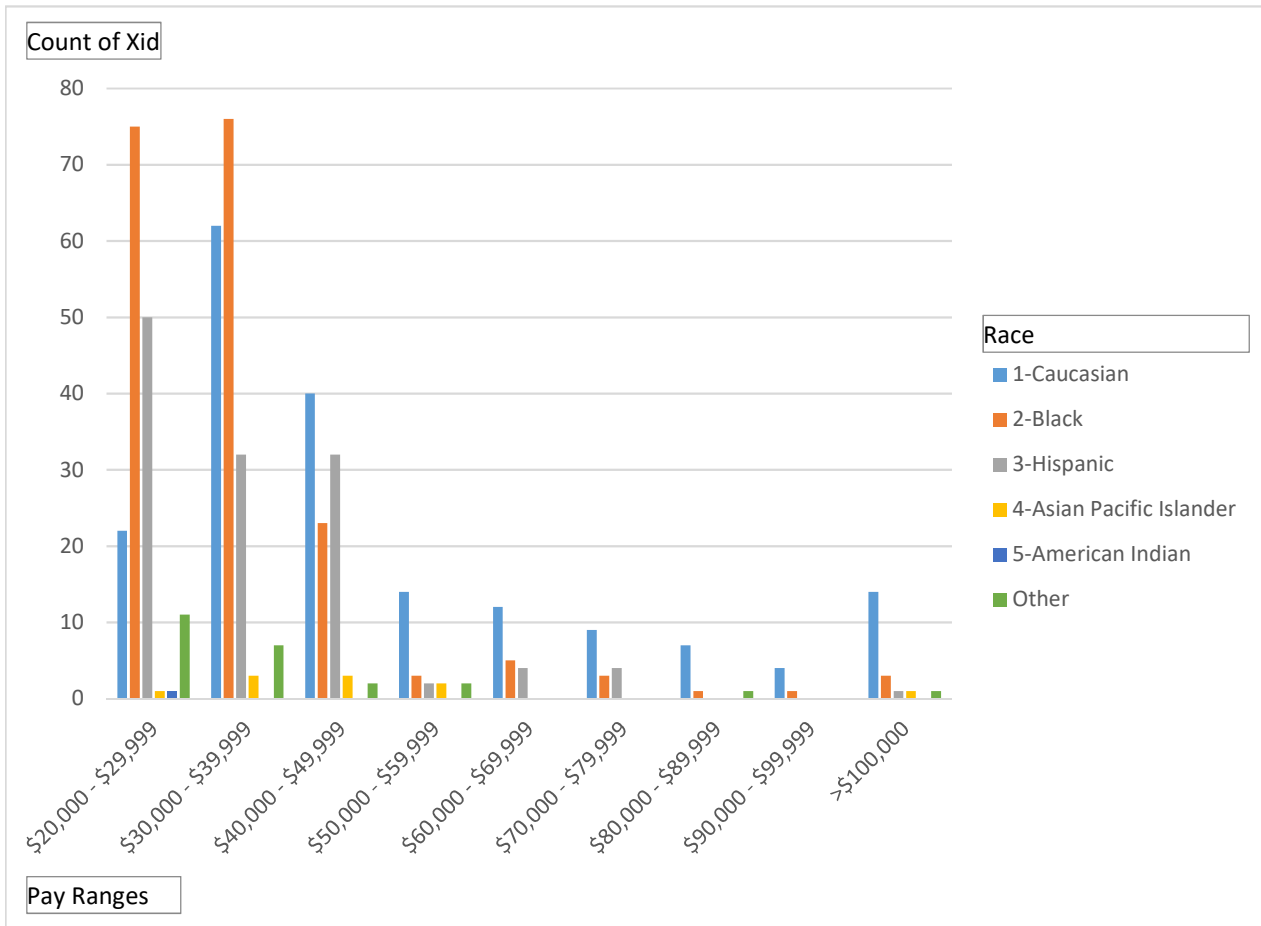
Workforce by Race

Civilian Workforce by Race



Civilian Workforce by Pay and Race
Excludes Police and Fire
Report run on 5/24/2017

Count of Xid	Race						
				4-Asian Pacific	5-American		
Pay Ranges	1-Caucasian	2-Black	3-Hispanic	Islander	Indian	Other	Grand Total
\$20,000 - \$29,999	22	75	50		1	1	11
\$30,000 - \$39,999	62	76	32		3		7
\$40,000 - \$49,999	40	23	32		3		2
\$50,000 - \$59,999	14	3	2		2		2
\$60,000 - \$69,999	12	5	4				
\$70,000 - \$79,999	9	3	4				
\$80,000 - \$89,999	7	1				1	
\$90,000 - \$99,999	4	1					
>\$100,000	14	3	1		1		1
Grand Total	184	190	125		10	1	24



City of Galveston Demographics
11/28/2016

DEMOGRAPHICS BY DEPARTMENT (Actual)									
Department	Sex		Race						TOTAL # OF EMPLOYEES
	Male	Female	Caucasian	Black	Hispanic	Asian Pacific Islander	American Indian	Other	
Airport	6	2	3	3	2	0	0	0	8
City Attorney	3	2	3	1	1	0	0	0	5
City Auditor	1	1	2	0	0	0	0	0	2
City Garage	35	1	9	5	22	0	0	0	36
City Manager	11	4	10	3	2	0	0	0	15
City Secretary	0	3	2	0	1	0	0	0	3
Finance	13	37	27	9	10	1	0	3	50
Fire	115	5	93	6	19	1	0	1	120
Grants & Housing	1	3	1	2	0	1	0	0	4
Human Resources	1	4	3	1	1	0	0	0	5
Island Transit	22	19	12	24	2	0	0	3	41
Parks & Recreation	30	4	9	6	16	0	0	3	34
Planning	20	8	22	0	5	1	0	0	28
Police	133	45	112	26	35	0	0	5	178
Public Works	220	18	62	111	47	5	0	13	238
Risk Managment	2	0	1	0	1	0	0	0	2
Grand Total	613	156	371	197	164	9	0	28	769

DEMOGRAPHICS BY DEPARTMENT (Percentages)									
Department	Sex		Race						TOTAL % OF EMPLOYEES
	Male	Female	Caucasian	Black	Hispanic	Asian Pacific Islander	American Indian	Other	
Airport	75%	25%	38%	38%	25%	0%	0%	0%	100%
City Attorney	60%	40%	60%	20%	20%	0%	0%	0%	100%
City Auditor	50%	50%	100%	0%	0%	0%	0%	0%	100%
City Garage	97%	3%	25%	14%	61%	0%	0%	0%	100%
City Manager	73%	27%	67%	20%	13%	0%	0%	0%	100%
City Secretary	0%	100%	67%	0%	33%	0%	0%	0%	100%
Finance	26%	74%	54%	18%	20%	2%	0%	6%	100%
Fire	96%	4%	78%	5%	16%	1%	0%	1%	100%
Grants & Housing	25%	75%	25%	50%	0%	25%	0%	0%	100%
Human Resources	20%	80%	60%	20%	20%	0%	0%	0%	100%
Island Transit	54%	46%	29%	59%	5%	0%	0%	7%	100%
Parks & Recreation	88%	12%	26%	18%	47%	0%	0%	9%	100%
Planning	71%	29%	79%	0%	18%	4%	0%	0%	100%
Police	75%	25%	63%	15%	20%	0%	0%	3%	100%
Public Works	92%	8%	26%	47%	20%	2%	0%	5%	100%
Risk Managment	100%	0%	50%	0%	50%	0%	0%	0%	100%
Grand Total	80%	20%	48%	26%	21%	1%	0%	4%	100%

2010 Census			
Population by Race		Population by Sex	
Caucasian	62%	Male	51%
Black	19%	Female	49%
Asian	3%		
American Indian	1%		
Other	14%		

City of Galveston Demographics
11/28/2016

DEMOGRAPHICS BY SALARY (Actual)									
	Sex		Race						
Salary	Male	Female	Caucasian	Black	Hispanic	Asian Pacific Islander	American Indian	Other	TOTAL # OF EMPLOYEES
>\$100,000	17	2	16	1	0	1	0	1	19
\$75,000 - \$99,999	44	13	39	12	6	0	0	0	57
\$50,000 - \$74,999	196	37	159	19	48	2	0	5	233
\$25,000 - \$49,999	316	104	146	149	101	6	0	18	420
<\$24,999	40	0	11	16	9	0	0	4	40
Total	613	156	371	197	164	9	0	28	769

DEMOGRAPHICS BY SALARY (Percentages)									
	Sex		Race						
Salary	Male	Female	Caucasian	Black	Hispanic	Asian Pacific Islander	American Indian	Other	TOTAL % OF WORKFORCE
>\$100,000	3%	1%	4%	1%	0%	11%	0%	4%	2%
\$75,000 - \$99,999	7%	8%	11%	6%	4%	0%	0%	0%	7%
\$50,000 - \$74,999	32%	24%	43%	10%	29%	22%	0%	18%	30%
\$25,000 - \$49,999	52%	67%	39%	76%	62%	67%	0%	64%	55%
<\$24,999	7%	0%	3%	8%	5%	0%	0%	14%	5%
Total	100%	100%	100%	100%	100%	100%	0%	100%	100%

City of Galveston Demographics
12/7/2015

DEMOGRAPHICS BY DEPARTMENT (Actual)									
DEPARTMENT	Sex		Race						TOTAL # OF EMPLOYEES
	MALE	FEMALE	CAUCASIAN	BLACK	HISPANIC	ASIAN PACIFIC ISLANDER	AMERICAN INDIAN	OTHER	
AIRPORT	6	2	3	3	2	0	0	0	8
CITY ATTORNEY	2	2	3	1	0	0	0	0	4
CITY AUDITOR	1	1	2	0	0	0	0	0	2
CITY GARAGE	35	1	10	5	21	0	0	0	36
CITY MANAGER	4	11	10	3	2	0	0	0	15
CITY SECRETARY	0	3	2	0	1	0	0	0	3
EMERGENCY MANAGEMENT	1	1	1	0	0	1	0	0	2
FINANCE	7	27	17	7	8	1	0	1	34
FIRE	109	3	86	6	19	0	0	1	112
GRANTS & HOUSING	1	4	2	2	0	1	0	0	5
HUMAN RESOURCES	1	3	1	1	1	0	0	1	4
ISLAND TRANSIT	20	14	9	22	2	0	0	1	34
PARKS & RECREATION	31	4	11	5	18	0	0	1	35
PLANNING	20	9	23	1	4	1	0	0	29
POLICE	131	33	100	25	33	0	0	6	164
PUBLIC WORKS	191	19	53	103	42	5	0	7	210
RISK MANAGEMENT	2	0	1	0	1	0	0	0	2
TECHNOLOGY SERVICES	8	2	9	0	1	0	0	0	10
TOTAL	570	139	343	184	155	9	0	18	709

DEMOGRAPHICS BY DEPARTMENT (Percentages)									
DEPARTMENT	Sex		Race						TOTAL % OF EMPLOYEES
	MALE	FEMALE	CAUCASIAN	BLACK	HISPANIC	ASIAN PACIFIC ISLANDER	AMERICAN INDIAN	OTHER	
AIRPORT	75%	25%	38%	38%	25%	0%	0%	0%	100%
CITY ATTORNEY	50%	50%	75%	25%	0%	0%	0%	0%	100%
CITY AUDITOR	50%	50%	100%	0%	0%	0%	0%	0%	100%
CITY GARAGE	97%	3%	28%	14%	58%	0%	0%	0%	100%
CITY MANAGER	27%	73%	67%	20%	13%	0%	0%	0%	100%
CITY SECRETARY	0%	100%	67%	0%	33%	0%	0%	0%	100%
EMERGENCY MANAGEMENT	50%	50%	50%	0%	0%	50%	0%	0%	100%
FINANCE	21%	79%	50%	21%	24%	3%	0%	3%	100%
FIRE	97%	3%	77%	5%	17%	0%	0%	1%	100%
GRANTS & HOUSING	20%	80%	40%	40%	0%	20%	0%	0%	100%
HUMAN RESOURCES	25%	75%	25%	25%	25%	0%	0%	25%	100%
ISLAND TRANSIT	59%	41%	26%	65%	6%	0%	0%	3%	100%
PARKS & RECREATION	89%	11%	31%	14%	51%	0%	0%	3%	100%
PLANNING	69%	31%	79%	3%	14%	3%	0%	0%	100%
POLICE	80%	20%	61%	15%	20%	0%	0%	4%	100%
PUBLIC WORKS	91%	9%	25%	49%	20%	2%	0%	3%	100%
RISK MANAGEMENT	100%	0%	50%	0%	50%	0%	0%	0%	100%
TECHNOLOGY SERVICES	80%	20%	90%	0%	10%	0%	0%	0%	100%
TOTAL	80%	20%	48%	26%	22%	1%	0%	3%	100%

2010 Census			
Population by Race		Population by Sex	
Caucasian	62%	Male	51%
Black	19%	Female	49%
Asian	3%		
American Indian	1%		
Other	14%		

City of Galveston Demographics
12/7/2015

Total Workforce by Salary and Race							
	Race						
Salary	CAUCASIAN	BLACK	HISPANIC	ASIAN PACIFIC ISLANDER	AMERICAN INDIAN	OTHER	Total Employees
≥\$100,000	2%	0%	0%	0%	-	-	2%
\$75,000 - \$99,999	4%	1%	0%	-	-	-	5%
\$50,000 - \$74,000	23%	3%	6%	0%	-	0%	34%
\$25,000 - \$49,000	19%	21%	15%	1%	-	2%	57%
≤ \$24,999	1%	1%	0%	-	-	-	1%
Total	48%	26%	22%	1%	0%	3%	100%

Percentage of Managers within the City by Salary & Race							
	Race						
Salary	CAUCASIAN	BLACK	HISPANIC	ASIAN PACIFIC ISLANDER	AMERICAN INDIAN	OTHER	Total Employees
>\$100,000	6%	1%	1%	1%	-	-	8%
\$75,000 - \$99,999	16%	4%	2%	-	-	-	22%
\$50,000 - \$74,000	31%	5%	9%	-	-	-	46%
\$25,000 - \$49,000	8%	11%	5%	-	-	1%	25%
< \$24,999	-	-	-	-	-	-	0%
Total	61%	21%	17%	1%	0%	1%	100%