

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

REGULAR AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Captain W. Patrick Jones - Salvation Army
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. Presentation from the Firefighters Association
 - b. Barbara Sanderson - Recognition
 - c. Fair Housing Month - Proclamation
 - d. Lemonade Day - Proclamation
 - e. Child Abuse Month - Proclamation
 - f. Bicycle Month - Proclamation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
- 7.A. Claims
18-023 Morris Snelson; 18-024 Shelley Strain; 18-025 Kathy Levingston; 18-026 Amy Summerill; 18-027 David Baines; 18-028 Jason Smith; 18-029 A. J. Forasiepi; 18-030 Doug and Bonnie Thomas; 18-031 Howard Day; 18-032 Rodrigo Ramos; 18-033 Daler Monroe Horton; 18-034 Maria Smith; 18-035 Santiago Rodriguez; 18-036 LaShyra Harris.

8. PUBLIC HEARINGS

8.A. Planning Case Number 17P-031 - Planned Unit Development (PUD)

8.A.1. A Motion To Reconsider The Prior Action Of City Council On Planning Case Number 17P-031. (Tarlton-Shannon/Yarbrough)

8.A.2. If Item 8.A.1 Is Approved, The Following Item Will Be Reconsidered By The City Council:

Consider for approval an Ordinance of the City of Galveston, Texas, creating a Planned Unit Development (PUD) overlay zoning district in a Commercial (C) base zoning district on property commonly known as 5327 Broadway and which is legally described as VY-HA RE-SUBDIVISION (2014) TRACT A, in the City and County of Galveston, Texas, in order to operate an "Auto Service/Fueling or Charging Station"; Planning Case number 17P-031; making various findings and provisions related to the subject; and providing for an effective date. (Tarlton-Shannon/Yarbrough)

Documents:

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

8.B. Conduct A Public Hearing And Consider For Approval The 2018 Community Development Block Grant (CDBG) And HOME Investment Partnership (HOME) Consolidated Program Objectives And Projects In The Total Amount Of \$1,346,427 (CDBG Allocation Of \$1,131,617 And HOME Allocation Of \$214,810) And CDBG And HOME Program Income Total Estimates Of \$60,000. The 2018 Allocations Are Based On The City's 2017 Funding Amounts. HUD 2018 Allocations Have Not Been Issued. Authorize The Adjustment Of The 2018 Project Funding Amounts Per The Percentage Of Increase Or Decrease In The HUD Final Allocations. Authorize The City Manager To File A Grant Application With The U.S. Department Of Housing And Urban Development And Execute All Necessary Contracts, Certifications, And Documents For The Programs. (S. Patrick)

Documents:

[STAFF REPORT - 2018 CDBG AND HOME.PDF](#)

8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving A 380 Agreement For Property Commonly Known As 2010 Strand And Commonly Referred To As The "Hendley Market" And Legally Described As Lot 10, Block 680, In The City And County Of Galveston, Texas; Designating The City Manager To Execute Those Documents Necessary To Implement The 380 Agreement; Planning Case Number 17pa-076; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[17PA-076 RTP PKT WITH ORD.PDF](#)

8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2424 Avenue L, As A "Galveston Landmark", Property Is Legally Described As Lot 13, Block 84, 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; Planning Case Number 18P-010; , Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[18P-010 PKT CC.PDF](#)

- 8.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 5115 Avenue T And West Part Of Block 197 (197-0-2) Denver Resurvey, In The City And County Of Galveston, Texas, As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 18LC-021; , Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[18LC-021 STF PKT2 CC.PDF](#)

- 8.F. An Ordinance Amending The 2015 Galveston Land Development Regulations Consider for approval an Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, By Amending Article 2 "Uses And Supplemental Standards", Table 2.201 "Permitted Uses: Commercial Uses" And Division 2.300 "Standards For Limited And Specific Uses" By Providing Additional Standards For Commercial Lodging Pertaining To "Commercial Lodging (Hotel)" Facilities Located Within The Areas Of: A. Gateway - 59th To Blume Street Between Broadway Boulevard And Offat's Bayou/English Bayou; B. Seawall East - Inland Side Of Seawall Blvd. From Beach Drive To 6th St.; C. Seawall Core A - Inland Side Of Seawall Blvd. From 6th Street to 45th St.; D. Seawall Core B - Inland Side of Seawall Blvd. From 45th Street to 61st St.; E. Seawall West - Inland Side of Seawall Blvd. From 61st Street to Cove View Blvd.; F. Seawall West To 11 Mile - The Area South Of Stewart Road from Cove View Blvd. To 11 Mile Rd.; G. Southside of Seawall Blvd. From 12th Street To The Easternmost Point Of Galveston Island; Planning Case Number 18ZA-002; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Documents:

[18ZA-002 STF RPT PKT.PDF](#)

- 8.G. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 5: Section 5.109, "Signs In Central Business (CB), Urban Neighborhood (UN) And Traditional (TN) Districts"; To Modify The Allowable Signage In The Central Business (CB) Zoning District; Planning Case Number 18ZA-001; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[18ZA-001 STF RPT PKT WITH ORD - UPDATED.PDF](#)

- 8.H. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDRs), As Amended, To Update, Revise And Clarify Certain Provisions Regulating Land Development Within The City; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Documents:

[17ZA-004 - ORDINANCE.PDF](#)
[17ZA-004 - CC 4-26-28 STF PKT.PDF](#)

- 9. PUBLIC COMMENT
 - A. Agenda Items
 - B. Non-Agenda Items

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Regulations Of Appointments Of The Arts And Historical Preservation Advisory Board; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Brown/Yarbrough)

Documents:

[ARTS AND HISTORIC BOARD APPOINTMENTS.DOCX](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34, "Traffic" Of "The Code Of The City Of Galveston 1982, As Amended" By Removing The Streets Of The North Side Of 9th Through 11th Streets On Avenue M From The List Of Areas Requiring A Residential Parking Permit; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (K. Hockersmith)

Documents:

[RESIDENTIAL PARKING AVENUE M 9TH AND 19TH.DOCX](#)
[STAFF REPORT - CHAPTER 34.PDF](#)

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Section 2-22 "Personnel Rules And Regulations" Of Chapter 2 "Administration" Of "The Code Of The City Of Galveston 1982, As Amended," By Making Changes To Chapter 23 "Vacation" And Chapter 24 "Sick Leave"; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (K. Etienne)

Documents:

[ORDINANCE--EMPLOYEE HANDBOOK REVISIONS \(04-26-18\).PDF](#)
[STAFF REPORT--EMPLOYEE HANDBOOK \(04-26-18\).PDF](#)

- 10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Specifying The Number Of Classified Civil Service Fire Department Personnel Positions To 112; Increasing The Number Of Battalion Chief Positions From 6 To 7; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (K. Etienne)

Documents:

[ORDINANCE--FIRE DEPT. POSITIONS \(APRIL 2018\).PDF](#)

- 10.E. Flood Ordinances - Please See Description

- 1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 10, "Building Code," Section 10-2.1, "Local Building Code Amendments And Supplements Thereto", By Removing Appendix 'P', "Flood Damage Prevention" And Amending Section 10-41, "Amendments To The 2012 International Residential Code", By Removing Appendix 'T', "Galveston Flood Ordinance", As These Regulations Have Been Updated And Are Now Chapter

10, Article Viii, "City Of Galveston Flood Damage Prevention Ordinance"; Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Herewith; Making Various Findings And Provisions Related To The Subject. (D. Ewald And T. Tietjens)

2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 10, "Building Code" Of The Code Of The City Of Galveston, 1982, As Amended", By Adding Article Viii, "City Of Galveston Flood Damage Prevention Ordinance"; Providing For Regulations Pertaining To Flood Damage Prevention; Providing For Penalty Provisions And An Effective Date And Making Various Findings And Provisions Related To The Subject. (D. Ewald And T. Tietjens)

Documents:

[STAFF REPORT - FLOOD WITH ORD.PDF](#)

11. CONSENT ITEMS

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

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Temporarily Authorizing Overnight Camping At R. A. Apffel Park During The 2018 Jeep Go Topless Day Event On The Weekend Of May 18-20, 2018; Providing For Findings Of Fact And Providing For An Effective Date. (Brown/Yarbrough)

Documents:

[2018 JEEP GO TOPLESS DAY.DOCX](#)

[03-27 JEEP GO TOPLESS CAMPING AT EAST BEACH.PDF](#)

- 11.B. Consider For Approval A Resolution Of The City Of Galveston, Texas, Finding That Centerpoint Energy Houston Electric LLC's Application For Approval To Amend It Distribution Cost Recovery Factor Pursuant To 16 Tex Admin Code §25.243 To Decrease Distribution Rates Within The City Should Be Denied; Finding That The City's Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel. (Legal)

Documents:

[CENTERPOINT ENERGY--RESOLUTION FOR SUSPENSION OF RATE APRIL 2018.DOC](#)

- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Acknowledging The Communication From The Public Utility Commission Of The State Of Texas Related To The Increase Of Maximum Access Line Rates; Accepting The Increase Calculated By The Commission; Directing Staff To Take No Action Related To The Increase; Providing For Findings Of Fact And For An Effective Date. (Legal)

Documents:

[RESOLUTION ACCEPTING PUC ADJUSTMENT TO RIGHT OF WAY ACCESS LINE RATES 2018.DOCX](#)

- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Advanced Funding Agreement Between The City Of Galveston And The Texas Department Of Transportation For The Galveston Bicycle Network Accepting Federal Funds Not To Exceed \$286,418, Accepting State Funds Not To Exceed \$1,993, With The Local Share Cost Not To Exceed \$71,605; Authorizing The City Manager To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (D. Christodoss)

Documents:

[BINDER2-BICYCLENETWORKAFARESOLUTION.PDF](#)

- 11.E. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Confirming That The City Of Galveston Chooses To Be Recognized As The Direct Recipient Of Urbanized Area Funding From The Federal Transit Administration, And That Galveston Island Transit, The Public Transportation Department Of The City, Shall Administer Said Funds For Public Transportation Purposes, And Declaring Findings Of Fact And Providing For An Effective Date. (R. Beverlin)

Documents:

[RESOLUTION UZA 2018.DOC](#)
[BACKGROUND - FTA GRANTEE STATUS.DOCX](#)
[BEVERLIN_3-26-18.PDF](#)
[GLYWASKY LETTER UA.PDF](#)

- 11.F. Consider For Approval Ratifying Amendments To Article 12 "Uniform Reimbursement And Assignment Pay" And Article 22 "Entry Level Hiring" Of The 2016-2019 Collective Bargaining Agreement Entered Into By And Between The City Of Galveston And The Galveston Municipal Police Association. (B. Maxwell/K. Etienne)

Documents:

[GALVESTON REOPENER APP A \(ARTICLE 22\)--CITY 04-18-2018- CC.PDF](#)
[APPENDIX B 4-18-2018.PDF](#)

- 11.G. Consider For Approval To Authorize The City Manager Or His Designee To Execute A Certification Of Consistency With The City's Consolidated Plan (HUD Form-50077-SL) For The Galveston Housing Authority. (S. Patrick)

Documents:

[STAFF REPORT - FORM HUD-50077-SL FOR GH.A.PDF](#)

- 11.H. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The City Of Galveston For Improvements And Maintenance Of Such Improvements Along And Adjacent To 'West' Market Street (From 25th To 33rd Street). (B. Cook)

Documents:

[IDC AGREEMENT WEST MARKET STREET PROJECT.DOCX](#)
[IDC AGREEMENT WEST MARKET STREET CONSTRUCTION -- EXHIBIT A.PDF](#)

- 11.I. Consider For Approval, The Release And Lease Termination Agreement Between The City Of Galveston And C. G. Dibrell III, Terminating The Current Lease Agreement Dated March 1, 2007, And Approving A New Thirty (30) Year Aviation Ground Lease For 5,820 Sq. Ft. Of Land, Upon Approval As To Form By The City Attorney (M. Shahan)

Documents:

[STAFF REPORT - DIBRELL - EXISTING LEASE TERMINATION AND 2018 AVIATION LEASE AGREEMENT.PDF](#)

- 11.J. Consider For Approval The Awarding Of Request For Proposal 17-26A To Tipler Meter Testing /Accurate Meter Testing. (M. Loftin)

Documents:

[METER TESTING STAFF REPORT.DOCX](#)
[RFP 17-26A TIPLER METER TESTING CONTRACT COMPLETE.PDF](#)
[EVALUATION PACKET FOR COUNCIL AGENDA.PDF](#)

- 11.K. Consider For Approval Of The Purchase Of Twenty Five (25) Security DVR Systems For The Island Transit Bus Fleet To Be Purchased From Safety Vision Through Texas Smart Buy For A Total Price Of \$54,640.54 Which Will Be Funded By Two 80/20 Federal Grants With TDC's Being Utilized For The Local Match. (D. Smith)

Documents:

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

- 11.L. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle And Associated Equipment (Ford Transit Van) From Silsbee Ford Through HGAC Buy, For A Total Price Of \$31,682 Which Will Be Funded From The Vehicle Capital Outlay Account. (D. Smith)

Documents:

[ID VAN GPD PACKET.PDF](#)

- 11.M. Consider For Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle And Associated Equipment (Ford Fusion) From Silsbee Ford Through Buy Board, For A Total Price Of \$18,553 Which Will Be Funded From The Public Access Channel Fund, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[FUSION PURCHASE PACKET.PDF](#)

- 11.N. Consider For Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicles And Associated Equipment (Four Ford F150 Responders) From Silsbee Ford Through Buy Board, For A Total Price Of \$215,960 Which Will Be Funded From The Vehicle Capital Outlay Account. (D. Smith)

Documents:

[FORD F150 RESPONDERS PACKET.PDF](#)

- 11.O. Consider For Approval Authorizing Payment To The Galveston County Emergency Communication District For The Police Department's Annual Radio Airtime Fees In The Amount Of \$29,790.00. (V. Hale)

Documents:

[GCECD 18 SIGNED.PDF](#)
[GALV CO EMERG COMM DIST INTERLOCAL.PDF](#)

- 11.P. Consider For Approval The Acceptance Of A \$20,000.00 Donation To The Galveston Fire Department From The William C And Jane Elton Family Fund For The Purchase Of New Thermal Imaging Cameras. (M. Wisko)

Documents:

[ELTON DONATION.4.26.2018.PDF](#)

- 11.Q. Consider For Approval The Acceptance A (3) Year Contract With (2) One Year Extensions With Land & Sea Services Inc., For Bid #18-014, Standby Emergency Generator Services. (C. Kenworthy)

Documents:

[COUNCIL DOCUMENTS BID 18-014.PDF](#)

- 11.R. Consider For Approval The Acceptance Of A Proposal From Climatec LLC For Building Automation System Upgrades At City Hall And McGuire Dent Recreation Center, Including The Installation Of New Building Controls At Wright Cuney Recreation Center Utilizing Buy Board Contract #458-14. (C. Kenworthy)

Documents:

[CLIMATEC LLC PACKET.PDF](#)

- 11.S. Consider For Approval Allowing Cavanaugh To Perform A Non-Revenue Water Analysis Study For The City Of Galveston's Water System At A Cost Of \$26,000.00. (A. Grasso)

Documents:

[CAVANAUGH - NON-REVENUE WATER ANALYSIS STUDY.PDF](#)

- 11.T. Consider For Approval Awarding The Construction Contract To RJN Group For \$34,010 For Mobilization And Performance Of Condition Assessment Including Field Leak Detection Services On The 30 Inch Offats Bayou Waterline. (D. Christodoss)

Documents:

[BINDER1-OFFATSBAYOUCONDNASSESS.PDF](#)

- 11.U. Consider For Approval Change Order #3 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project, Increasing The Contract Amount From \$2,532,716.77 By \$48,187.03 To The New Cost Of \$2,580,903.80, And Increasing The Term By 21 Days To A New Term Of 362 Calendar Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[TRIPLE B - CO3 - SEALY AVE IMPROVEMENTS 33RD TO 25TH.PDF](#)

- 11.V. Consider For Approval Change Order #4 For The Contract With Lucas Construction Co., Inc., For The 51st Street Improvements From Broadway To Postoffice, Increasing The Contract From \$1,391,970.80 By The Amount Of \$8,513.70 To A New Cost Of \$1,400,484.50, And Increasing The Term By 73 Days To A New Term Of 325 Calendar Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[LUCAS CONST - CO4 - 51ST ST IMPROVEMENTS E TO J.PDF](#)

- 11.W. Consider For Approval Change Order No. 2 To The Contract With J. W. Kelso Company, Inc., For The Rehabilitation Of Ground Storage Tanks At 30th Street Project, Increasing The Contract From \$631,669.00 By The Amount Of \$8,077.00 To A New Cost Of \$639,746.00. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[J. W. KELSO - 30TH ST GSTS - CO2.PDF](#)

- 11.X. Consider For Approval Of Change Order #1 From Texas Gulf Construction Co., For The Travel Air Bridge Replacement Project, Decreasing The Contract From \$1,168,271.35 By The Amount Of \$167,650.19 To A New Cost Of \$1,000,621.16 And Increasing The Term Of The Contract By 30 Days To A Total Of 240 Calendar Days. (R. Blackketter)

Documents:

[TEXAS GULF - CO1 - TRAVEL AIR BRIDGE REPLACEMENT.PDF](#)

- 11.Y. Consider For Approval Of Change Order #1 To The Contract With Triple B Services, L.L.P., For The 33rd Street Improvements From Broadway Avenue To Harborside Drive Project Increasing The Contract Amount From \$813,175.00 By \$58,713.46 To The New Cost Of \$871,888.46, And Increasing The Term By 62 Days To A New Term Of 212 Calendar Days. (R. Blackketter)

Documents:

[TRIPLE B - CO1 - 33RD ST IMPROVEMENTS J TO HARBORSIDE.PDF](#)

- 11.Z. Consider For Approval Of Change Order No. 1 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$658,906.67 From The Amount Of \$6,477,984.36 To A New Total Amount Of \$7,136,891.03, And Extending The Contract Term By 107 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[BRUNEL - CO1 - REHAB GROUND STORAGE TANKS AT 59TH ST.PDF](#)

- 11.AA. Consider For Approval Of The Low Responsive Bidder (BID #18-017) Tucon, LLC, For The 30th Street Tank Demolition Project In The Amount Of \$612,987.10. The Funding

Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blacketter)

Documents:

[TUCON - 30TH ST TANK DEMO.PDF](#)

- 11.BB. Consider For Approval Ratifying The City Manager's Authorization Of The Emergency Remediation Of A Fuel Storage Tank From The Right-Of-Way At 26th Street And Avenue M By EFI Global, And Authorizing Payment For This Service In The Amount Of \$19,235.20. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blacketter)

Documents:

[EFI GLOBAL - 26TH AND M EMER FUEL TANK REMEDIATION.PDF](#)

- 11.CC. Consider For Approval An Expenditure From District 5 Neighborhood Funds Of Up To \$6,000.00 For The Installation Of Asphalt Along 77th Street And Channelview Drive To Join The New Gutter Pan To The Existing Street. (Tarlton-Shannon/Yarbrough)
- 11.DD. Consider For Approval The Renewal Of The Oracle Software Maintenance Contract For \$ 22,275.01. (H Dean)

Documents:

[2018 ORACLE SUPPORT RENEWAL STAFF REPORT.PDF](#)
[SR_10446432 FY18.PDF](#)

- 11.EE. Receive And File The Following Items:

1. Galveston County Library System News, Volume 16, Issue 1.
2. Letter from Texas Historical Commission - Nomination of the Falstaff Brewery to the National Register of Historic Places.
3. Letter from Galveston Central Appraisal District - Appointment of Thomas E. Farmer to the Board of Directors.

Documents:

[GALVESTON COUNTY LIBRARY NEWS SYSTEM.PDF](#)
[FALSTAFF BREWERY.PDF](#)
[T FARMER APPOINTMENT.PDF](#)

- 11.FF. Consider For Approval Minutes Of The March 22, 2018 Workshop And Regular Meeting. (J. Williams)

Documents:

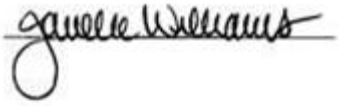
[MINUTES - MARCH MEETING.PDF](#)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Amending Resolution NO. 18-016 , The Beach Access And Dune Protection Plan Review Ad Hoc Committee By Amending The Membership And Qualifications Criteria Of The Committee. (Legal)

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 April 20, 2018 at 3:30 P.M.

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

Janelle Williams, City Secretary

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

TO: James Yarborough, Mayor and Council

FROM: Janice Norman, Planning Manager
Development Services Department

DATE: April 19, 2018

RE: **17P-031 (5327 Broadway Blvd.)** Request for a Planned Unit Development (PUD) Overlay District to construct a new "Auto Service/Fueling or Charging Station" development. Property is legally described as Vy-Ha Re-subdivision (2014) Tract A, in the City and County of Galveston, Texas.
Applicant and Property Owner: Vy-Investments, Trong Van Ha

Case 17P-031 was heard by City Council on December 14, 2017, a motion to approve was made and the vote was split with three in favor and three in opposition. The applicant was directed to return to City Council with some minor revisions to the Planned Unit Development (PUD) plan. The applicant submitted minor changes to the PUD plan and the case was heard by City Council on March 26, 2018. There was a motion to approve and the vote was 3-in favor and 4-in opposition the motion failed.

Staff has been in contact with the applicants engineer Ed Figueroa and the applicant is submitting a change to the landscaping plan.

Plan Modification:

1. To plant ornamental type trees in tree wells into the Broadway Boulevard sidewalk adjacent to the applicant's property. The sidewalk trees are in keeping with the complete streets presented in the Broadway Boulevard plan.
2. The construction of the project must begin within 18 months from the date of approval April 26, 2018 and must be completed no later than three years from the date of approval. If the project is not completed within three-years. The City Council will have discretion to extend the three-year period if sufficient cause is determined.

The following are the changes that were presented to City Council on March 26, 2018:

1. The original plan showed the canopy at one height over the gas pumps and walkway at 22-feet 9-inches in the revised plan the canopy is now stair stepped. The canopy over the pumps is 19-feet 6-inches and the height of the canopy over the walkway will remain 23-feet 6-inches.
2. The grade of the entire vacant lot and the parking lot of the existing convenience store will be reduced from the original plan. All grading will meet the grading standards listed in Article 3, Addendum for Commercial (C) zoning districts on Broadway Boulevard, in the Galveston Land Development regulations.
3. There was a wood fence proposed along the rear of the property. Staff recommended the material be changed from wood to masonry with a height of eight-foot along the rear of the property to adequately buffer the service station from the residential properties to the south.

Original PUD plan request heard December 14, 2017:

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

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

1. Limited Use Standards that require the following:

Minimum Distance from Residential: The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.

2. Broadway Design Standards:

a. Cross access easement required. If access provided from Broadway Boulevard, maximum of two curb cuts, maximum curb cut width is 25 feet.

3. Broadway Design Standards:

Vehicle Access: Where alternative access available, access prohibited from Broadway.

EXHIBITS:

A – Original Staff Report and Aerial

B – PUD Plan Narrative

C – Original PUD Plan

D – Limited Use Standards for “Auto Service/Fueling or Charging Station”

E – Signatures from surrounding property owners collected by the applicant

F – Applicants Revision Summary

G – Revised Construction Drawings

H – Renderings

ORDINANCE NO. 17-____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specific Conditions to 17P-031:

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

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

Standard Conditions of a Planned Unit Development (PUD):

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

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

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

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

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

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

Secretary for the City Council
of the City of Galveston



17P-031

STAFF REPORT

ADDRESS:

5327 Broadway

LEGAL DESCRIPTION:

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

APPLICANT/REPRESENTATIVE:

Trong Van Ha

PROPERTY OWNER:

Trong Van Ha

ZONING:

Commercial (C)

REQUEST:

Planned Unit Development (PUD)

STAFF RECOMMENDATION:

Approval with Conditions

APPLICABLE ZONING LAND USE

REGULATIONS:

Article 4 of the Land Development Regulations (LDR)

EXHIBITS:

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

STAFF:

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

City Department Notification Responses:

No Objections with comments on page 3 below.

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
22				



Background

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

Executive Summary

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

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

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

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

Site Details

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

Compatibility with Base and Surrounding Zoning and Land Uses

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

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

Ability of the Property to be used under Current Zoning

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

PUD Details /Development Plan

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

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

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

City Department Comments:

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

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

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

Criteria for Approval

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

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

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

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

Staff Recommendation

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

Specific Conditions:

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

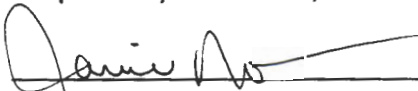
- a. One 45-foot wide curb cut shall be permitted on Broadway Boulevard;
 - b. The gas distribution pumps shall be allowed within 200-feet of a residential zoning district with an 8-foot masonry type wall and landscaping in front of the wall along the rear property line to buffer the residential properties;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

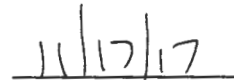
Standard Conditions of a Planned Unit Development (PUD):

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

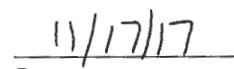
Planning Commission at their regular meeting on November 7, 2017, voted unanimously to recommend approval of this request.

Respectfully submitted,

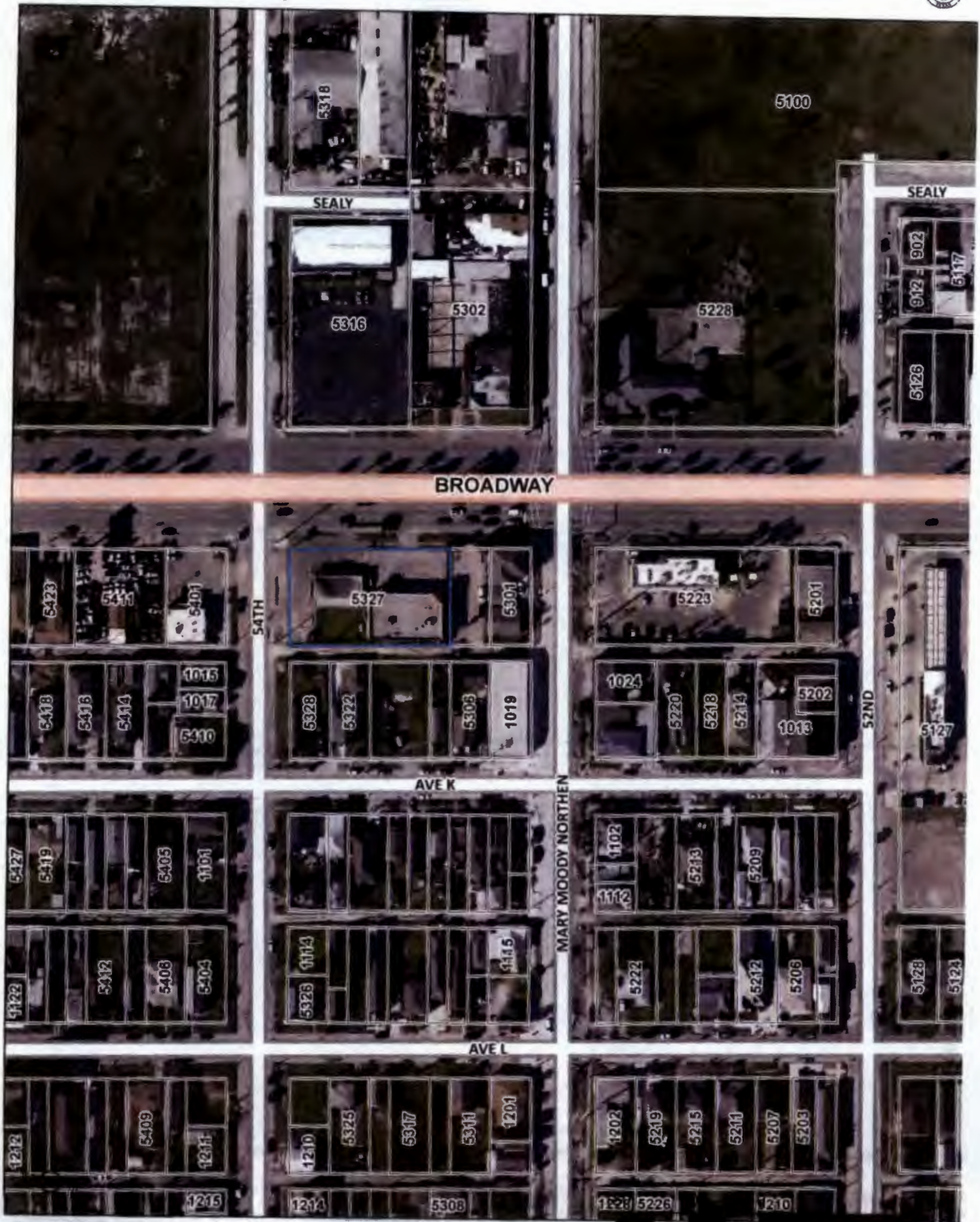

Janice Norman, Planning Manager


Date


Catherine Gorman, Assistant Director, HPO, AICP


Date

Planning and Development Division



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

This product is for informational purposes and was not here prepared for or to substitute for land, engineering, or surveying purposes.

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

Shop & Drive

5327 Broadway Blvd.

P.U.D

Development Plan

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

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

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

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

Broadway Design Guidelines:

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

EXHIBIT 1

SHOP & DRIVE

6327 BROADWAY, GALVESTON

Legend

NOVEMBER 2015

BROADWAY AVE

54 ST

BUILDING "A"

BUILDING "B"

Google Earth



Legend

JANUARY 2017

BUILDING "B"

BROADWAY AVE

FUTURE FUEL
SERVICE AREA

54 ST

SHOP & DRIVE
5327 BROADWAY, GALVESTON



EXHIBIT 2



EXHIBIT 3



REMARKS:

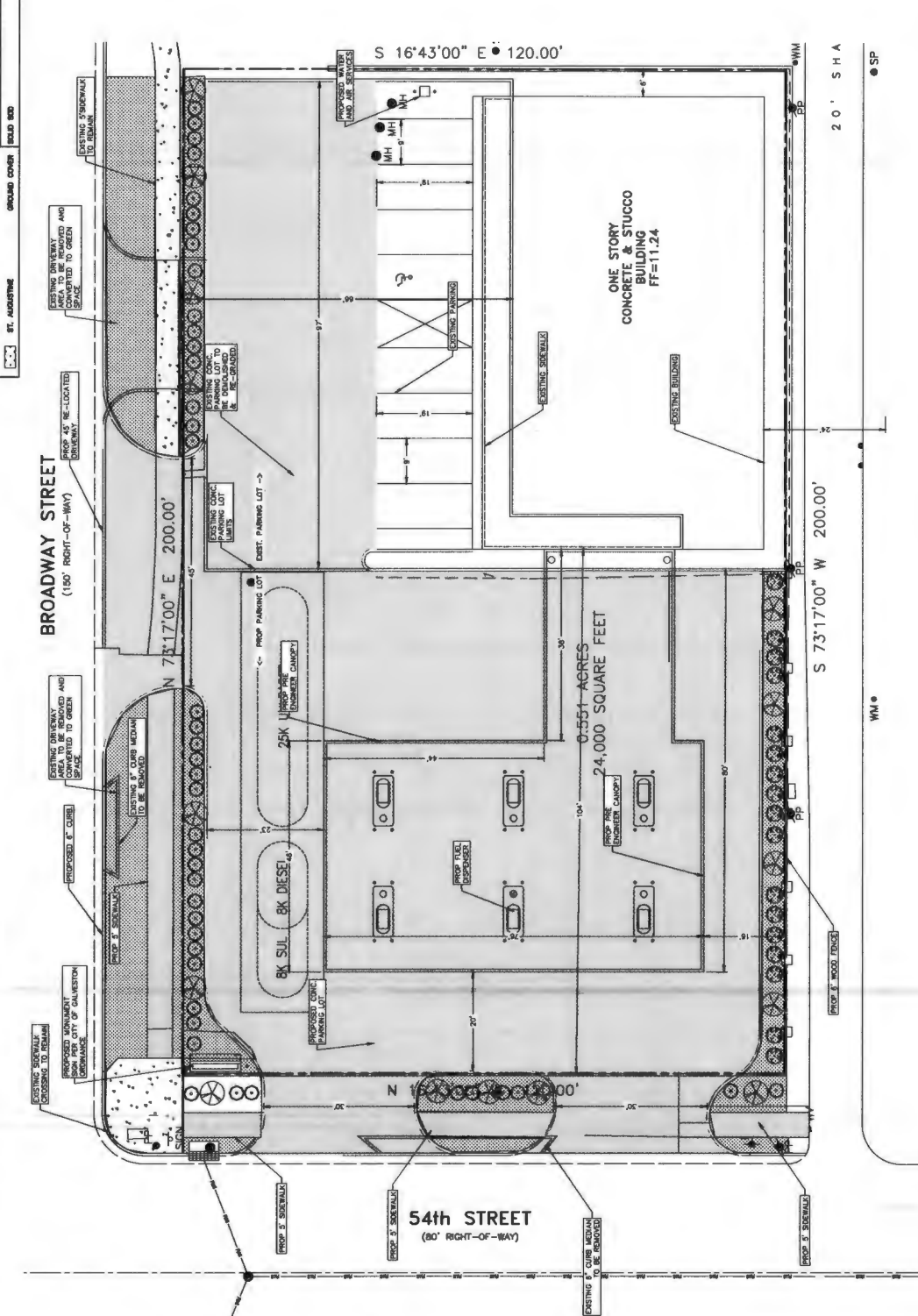
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION CODES AND ALL APPLICABLE ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

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NEW DEVELOPMENT - PLANT MATERIAL LIST

SYMBOL	COMMON/SCIENTIFIC NAME	USE	REQ	PROVIDED	CAUTION	HEIGHT
⊗	CHRISTOPHERUS/ LARSENIA	FRONTAGE	18 EA	18 EA	180 GALL	6'
⊙	OLEANDER/ NERUM	SCREENING	50	50	2 1/2"	6'
⊙	WAX MYRTLE/ MYRTA CORYMBA	PARKING	50	50	3 GALL	4 1/2"
⊙	ST. AUGUSTINE	GROUND COVER	5000 SQD			



FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS



PROJECT: SHELL MARK
SHEET: 17-544
DATE: 11-24

DATE: 11-24
SCALE: 1" = 10'
SHEET: 17-544
B

DATE: 11-24
SCALE: 1" = 10'
SHEET: 17-544
B

EXHIBIT 4

SHOP & DRIVE
5327 BROADWAY, GALVESTON

Legend



Google Earth

10/17/2015

5.53 ft



EXHIBIT 5



SHAW-WALKER ASSOCIATES
14138 HUFFMAN DRIVE, SUITE 100
HOUSTON, TEXAS 77040
(713) 866-4000 FAX
(713) 866-4004 FAX



SHOP-N-DRIVE FUEL ADDITION
3227 BROADWAY
GALVESTON, TEXAS

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

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

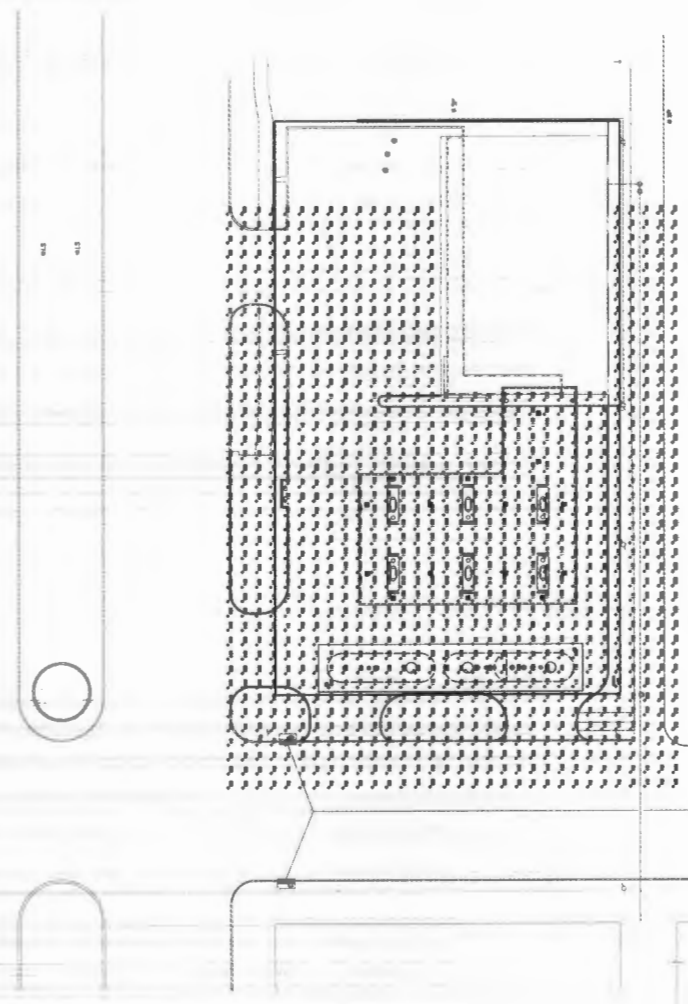
SL 1.0



CONWAY DUNCAN
14138 HUFFMAN DRIVE, SUITE 100
HOUSTON, TEXAS 77040
(713) 866-4000 FAX
(713) 866-4004 FAX

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

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



Galveston Land Development Limited Use Standards:

SEC.2.306 AUTO SERVICE/FUELING OR CHARGING STATION

A. Limited Use Standards.

1. **Truck Access.** The use shall be located so associated truck traffic can access a collector, arterial, or highway without traveling on a public right-of-way adjacent to any residential property, school, public park, or recreational area or facility.
2. **Minimum Distance from Residential.** The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.
4. **Charging Station Near Residential.** The use may not be located within 200 feet of the property line of a residential use or a residential zoning district boundary.
5. **Auto Service Orientation of Service Bays.** Vehicle service bays shall be oriented away from any adjacent residential use or residential zoning district boundary.
6. **Design of Use near Residential.** The use shall be conducted within a fully enclosed building so as not to be visible from the adjacent residential use or residential zoning district, although activities may be conducted in partially enclosed or open areas elsewhere on the site.
7. **Screening.**
 - a. Residential Screening: When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
 - b. Outdoor Vehicle Service and Storage Areas: Any outdoor areas used for vehicle service activity or temporary storage of vehicles undergoing service shall be screened so as not to be visible from abutting public street right-of-ways.

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

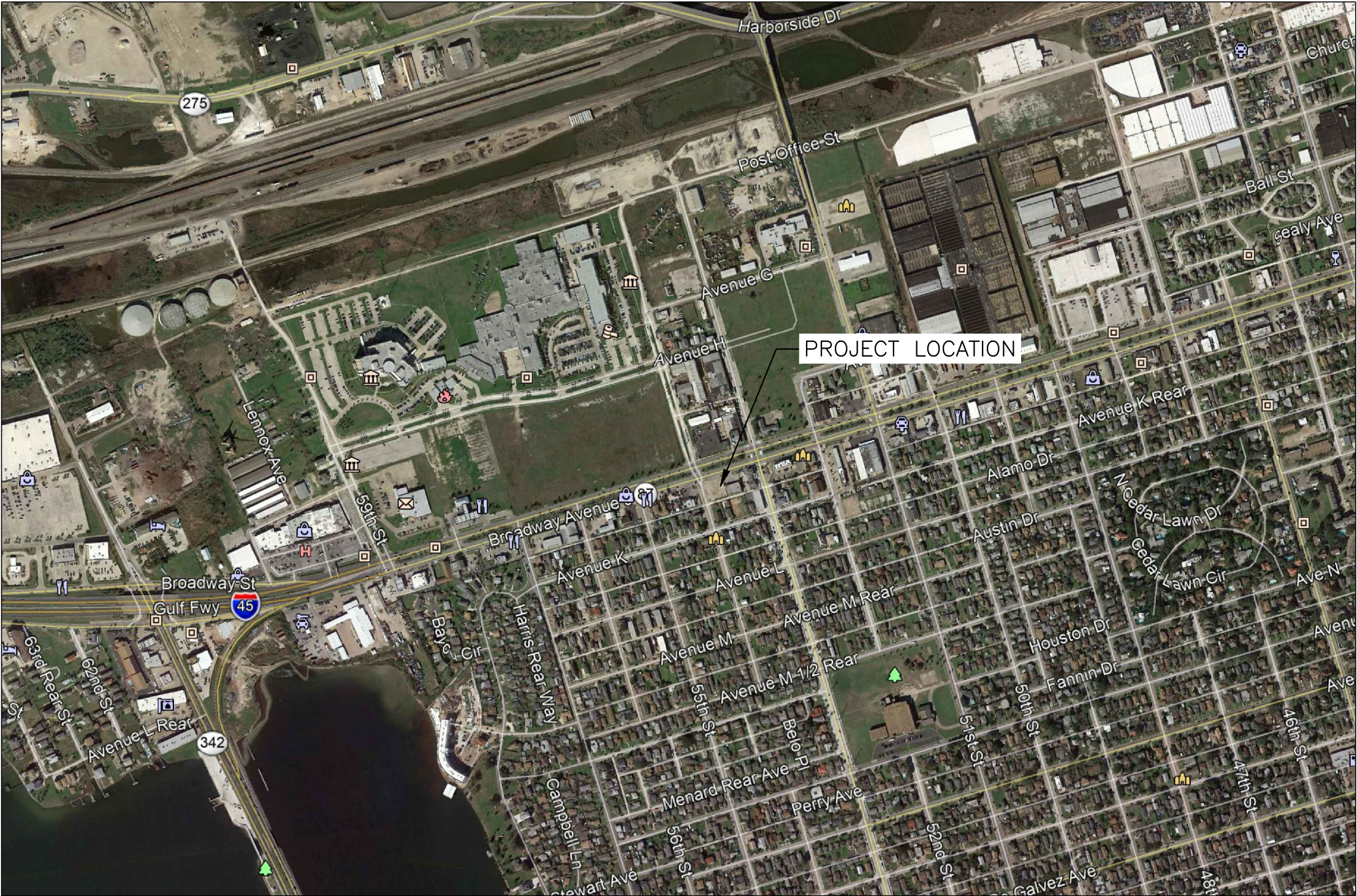
I am requesting a variance from the 200 feet requirement in order to build the 6 gas bays and to build a barrier in between my property and the residential neighborhood. Please sign my petition in support of this request.

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

(5)

SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY, GALVESTON TEXAS 77551



PROJECT LOCATION

INDEX OF DRAWINGS

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



VICINITY MAP

NO.	DATE	REVISIONS	PERMIT ISSUE	SITE PLAN REGION - NEW DRIVEWAY LOCATION
1	10/24/2017			

Drawn Checked MCM

PERMIT ISSUE

Project No. 4169

Title

COVER

Sheet No.

0.00



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

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

FOUND 1/2" IRON ROD

250.2'

BENCHMARK:

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

ELEV. 6.28 FEET NAVD 1988, 2001 ADJUSTED.

NOTES:

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

FLOOD NOTE:

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

SURVEYOR'S CERTIFICATION

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

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

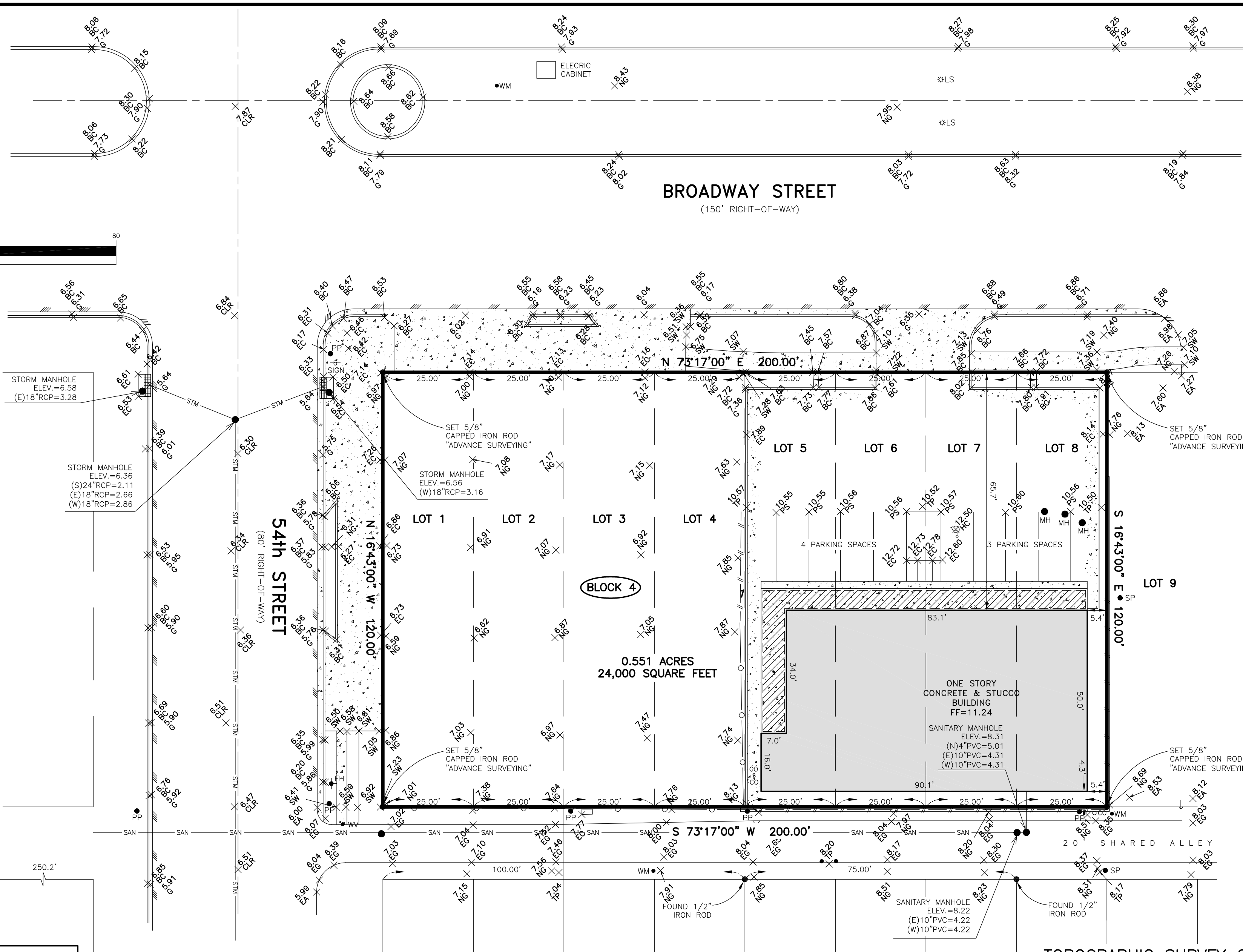
HENRY M. SANTOS, Registered Professional Land Surveyor No. 5450



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

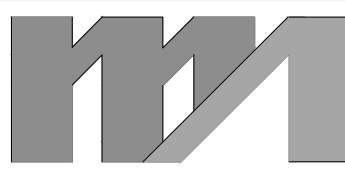
 PHONE: 281 530-2939 FAX: 281 530-5464	PURCHASER: DOAN AND ASSOCIATES, LLC.,	SCALE: 1" = 20'
	ADDRESS: 5327 BROADWAY STREET GALVESTON, TEXAS 77551	FIELD WORK: 05-
	LENDER: N/A	DRAFTING: 16/
	TITLE CO.: N/A	FINAL CHECK: 16/AT
	JOB NO.: 057654-17-01	REVISIONS:
	G.F. NO.: -	
	KEY MAP: -	

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



TOPOGRAPHIC SURVEY OF

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



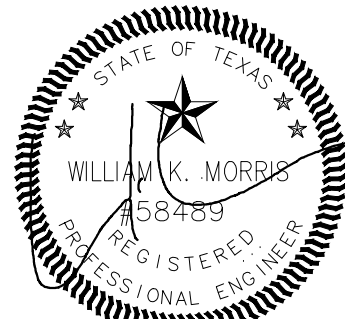
morris+associates
Build on Our Strengths

FORM # 1449

14139 HUFFMEISTER ROAD
CYPRESS, TX. 77429

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

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FIRM#1441 10/24/2017

SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY
GALVESTON, TEXAS

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

Drawn MCM
Checked -

PERMIT ISSUE

Project No. 4169

Title

**PETROLEUM SITE
PIPING PLAN**

Sheet No.

FS1.0

SCOPE OF WORK SUMMARY:

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

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

FUEL SYSTEM NOTES:

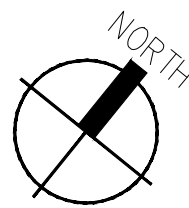
- ALL COMPONENTS OF THE SELF-SERVE FUELING SYSTEM ARE TO BE IN COMPLIANCE WITH AND SHALL COMPLY WITH NFPA 70, 30 & 30A. FACILITY SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS.
- AN AS-IS LAYOUT OF ALL FUEL PRODUCT AND VENT LINES ARE TO BE SUBMITTED UPON COMPLETION TO BE FILED FOR FUTURE REFERENCE.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

GAS PIPING NOTE

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

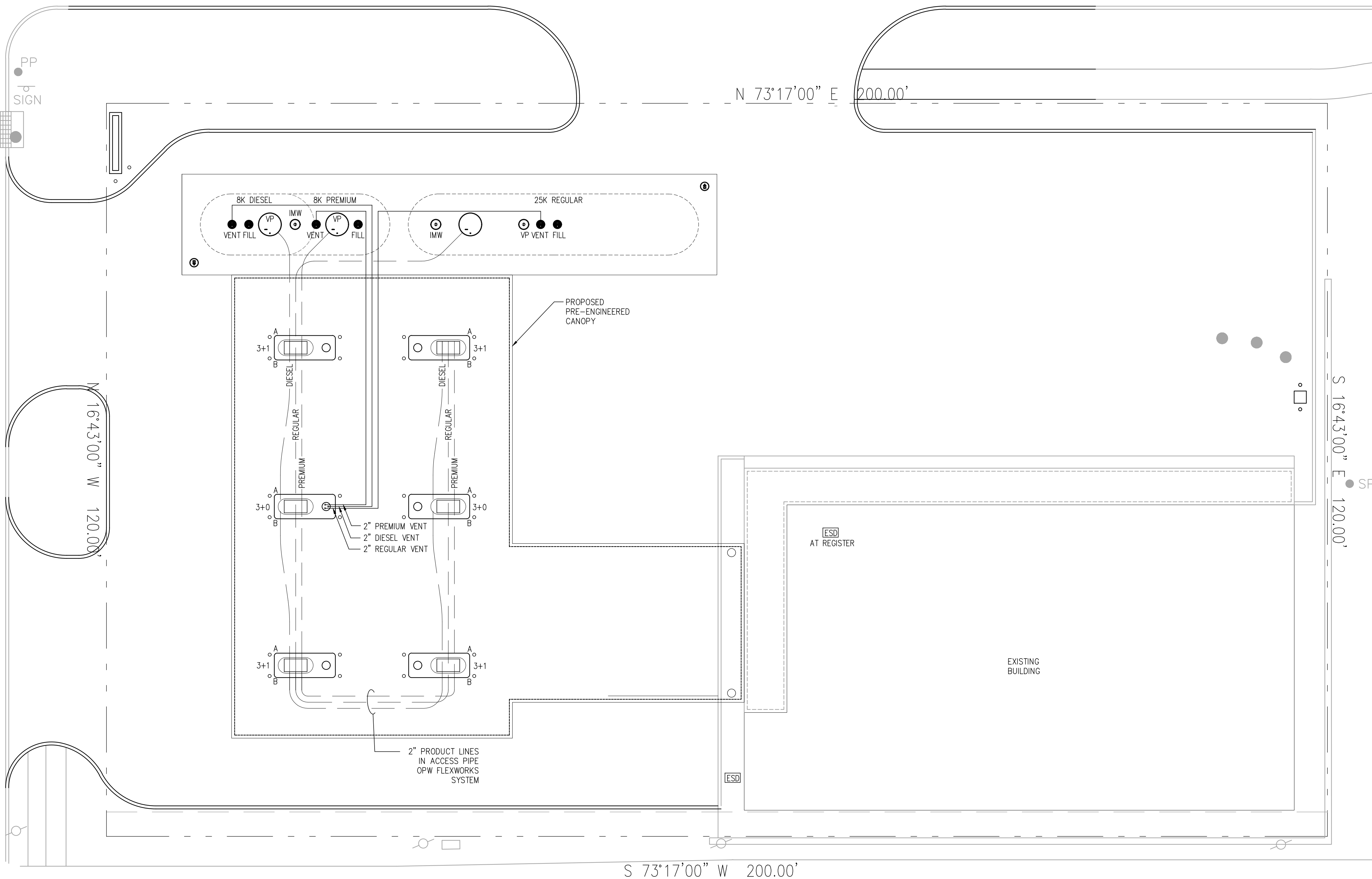
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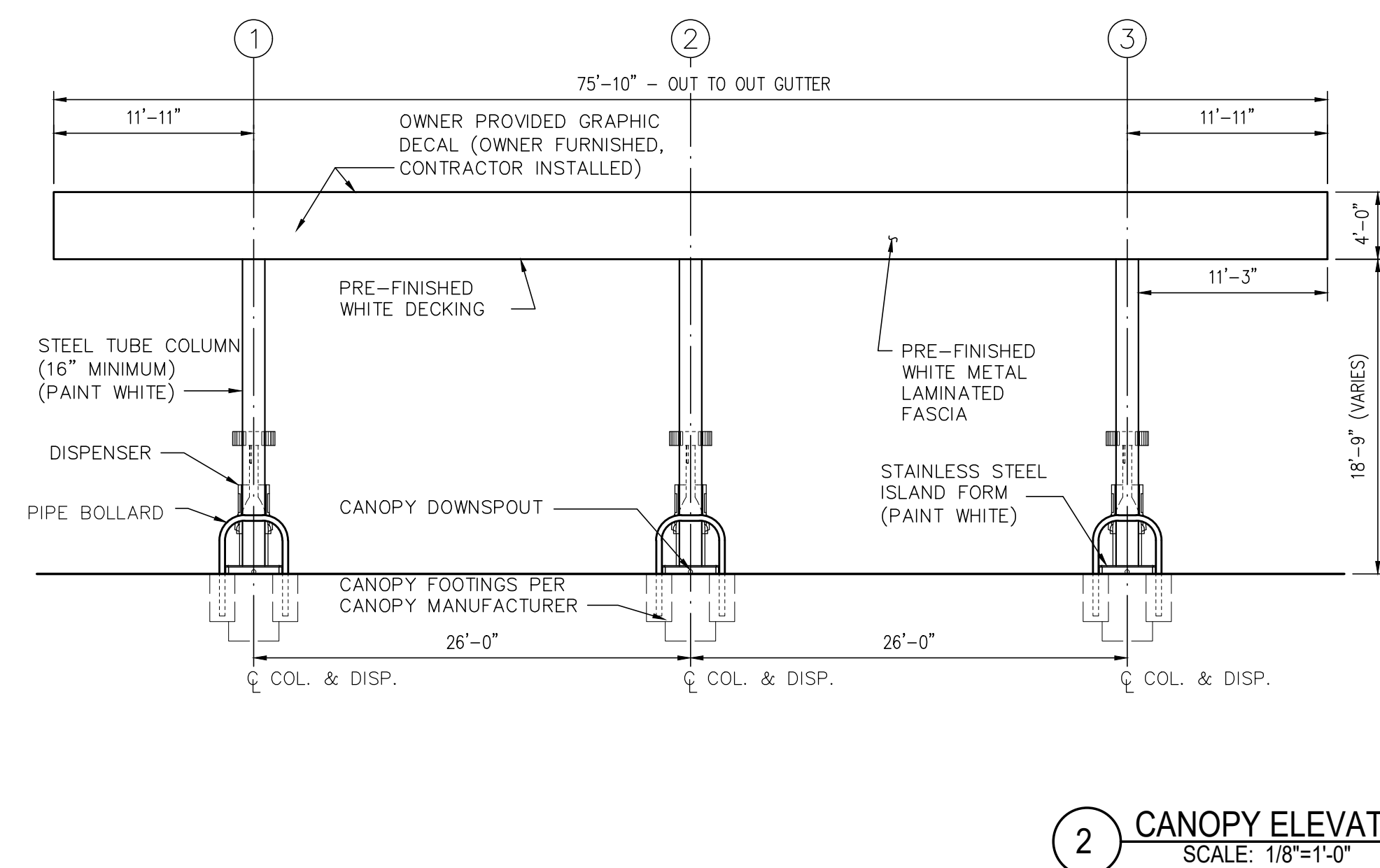
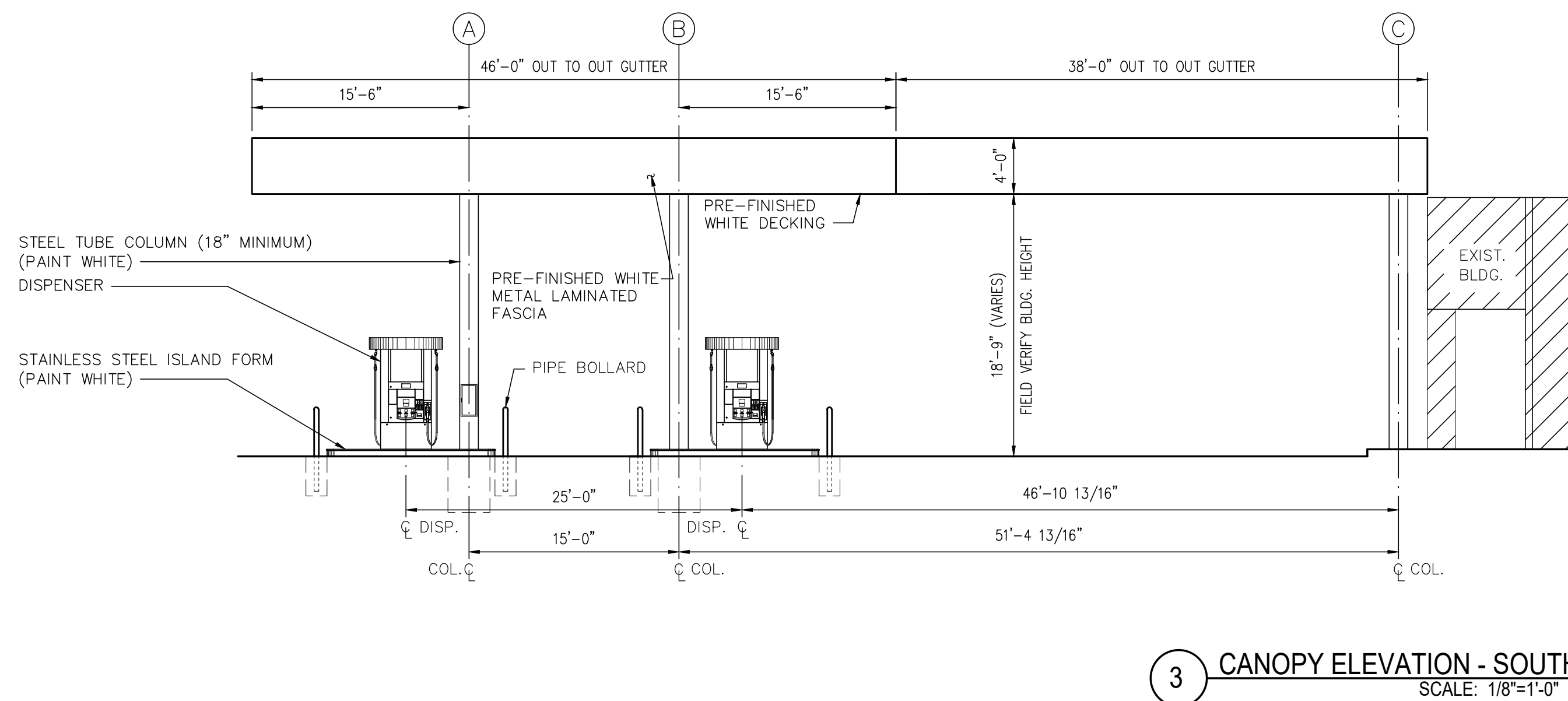
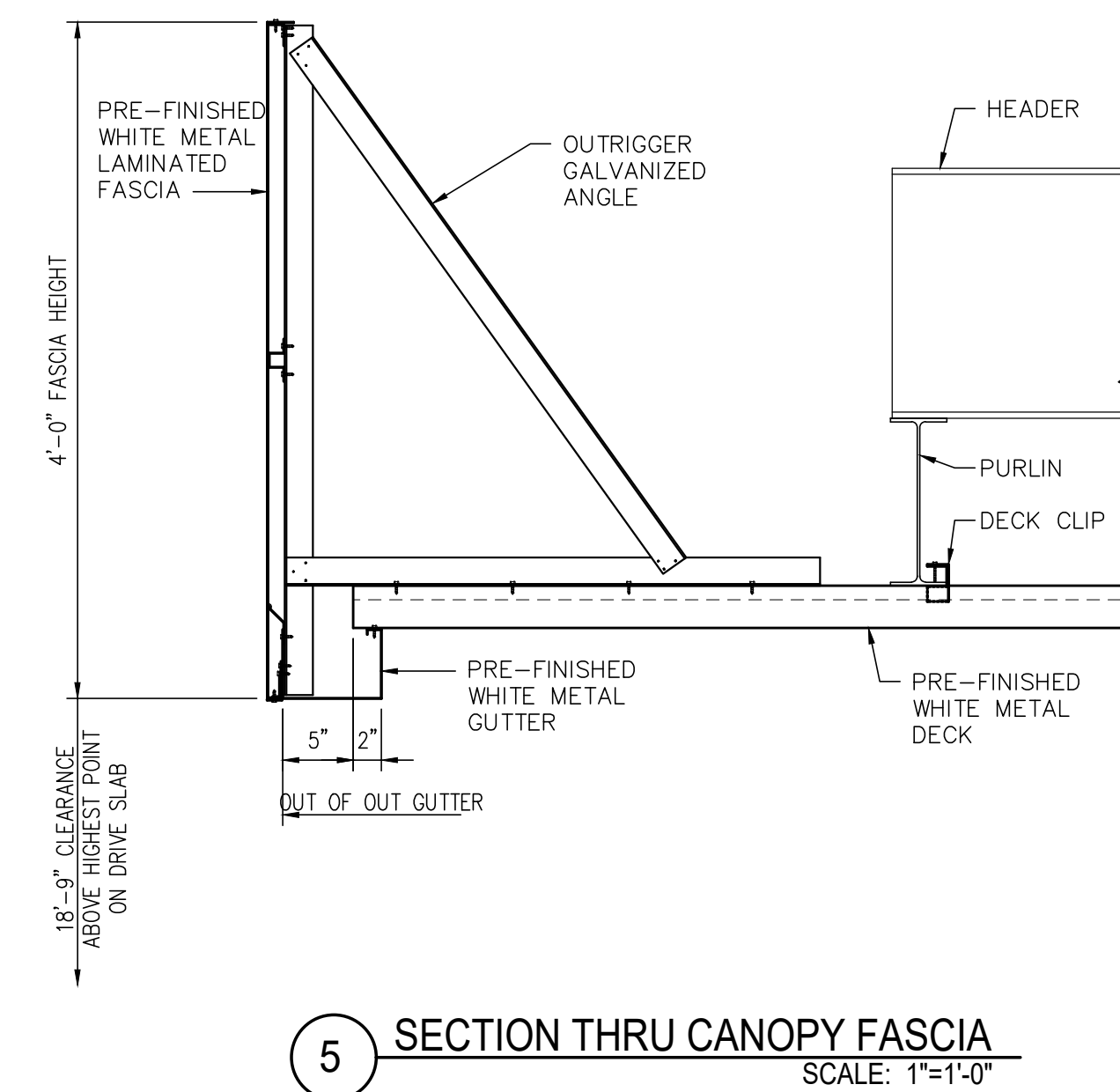
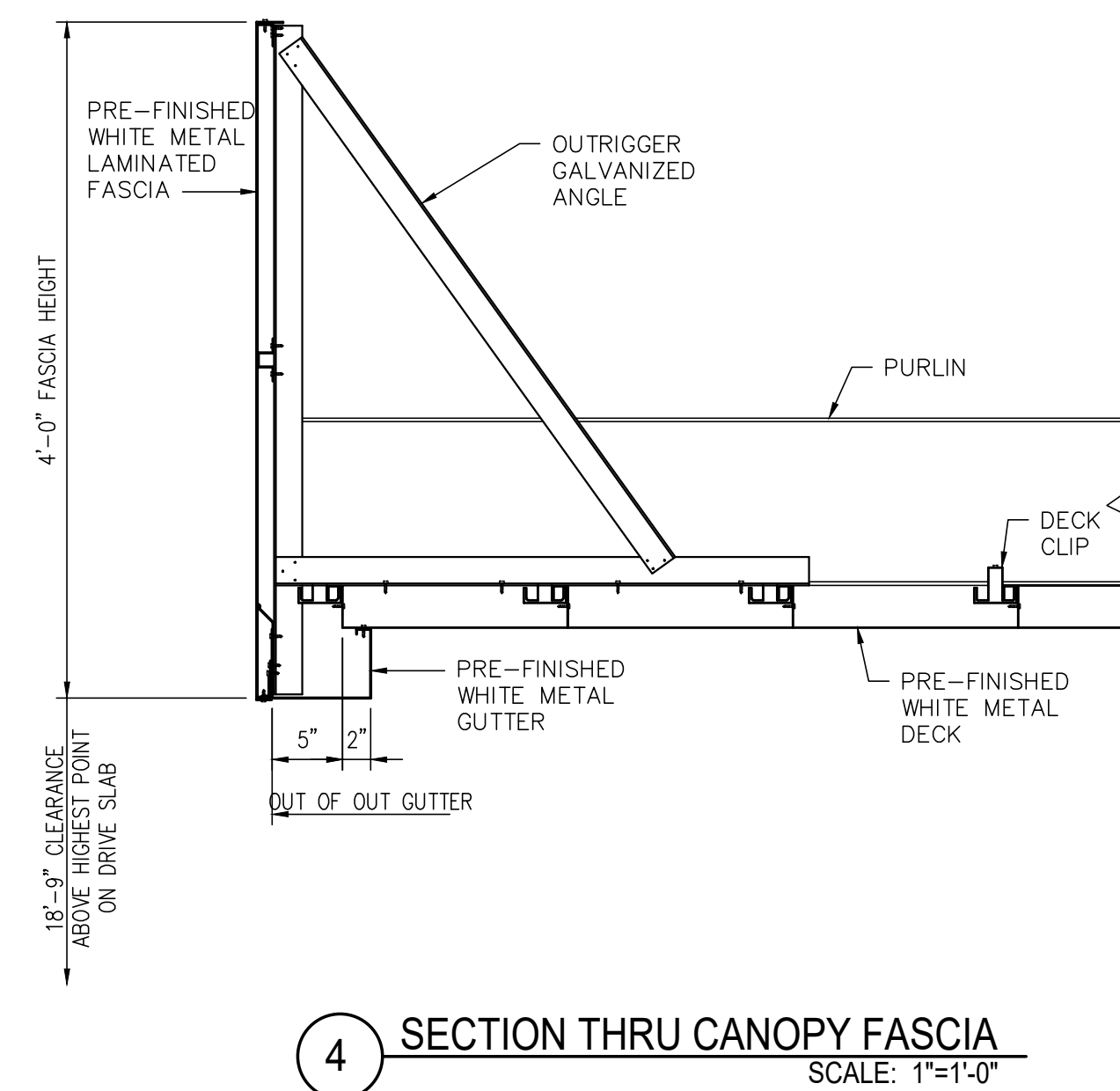
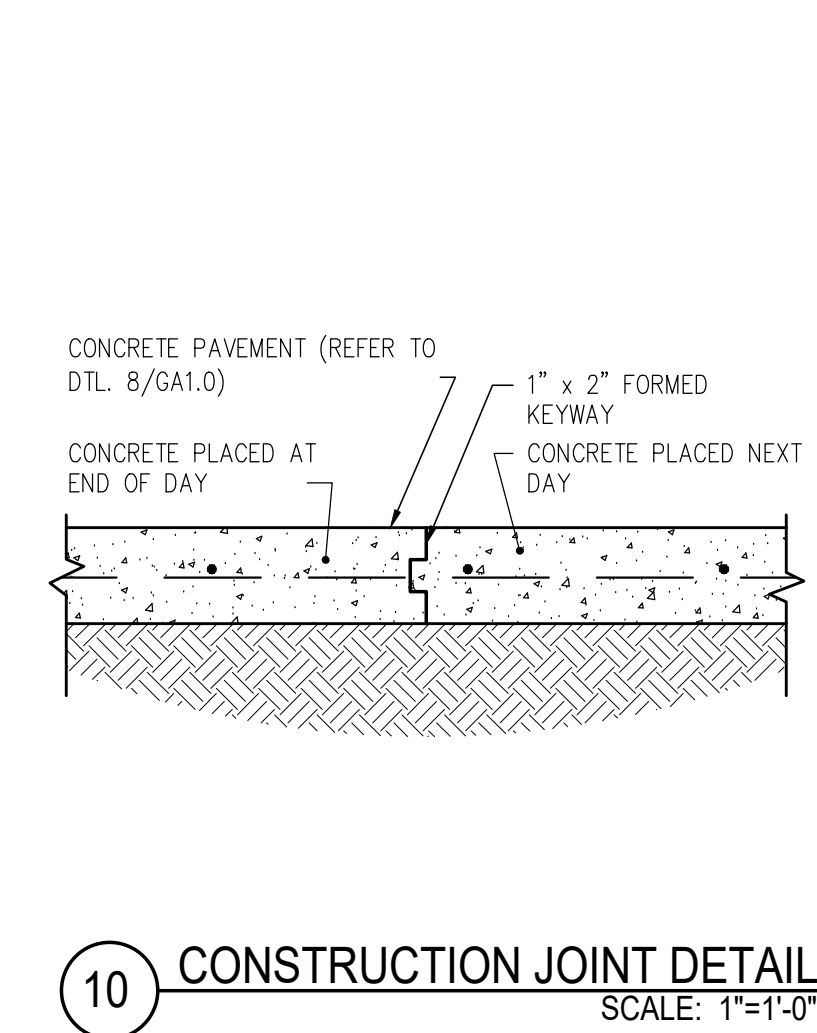
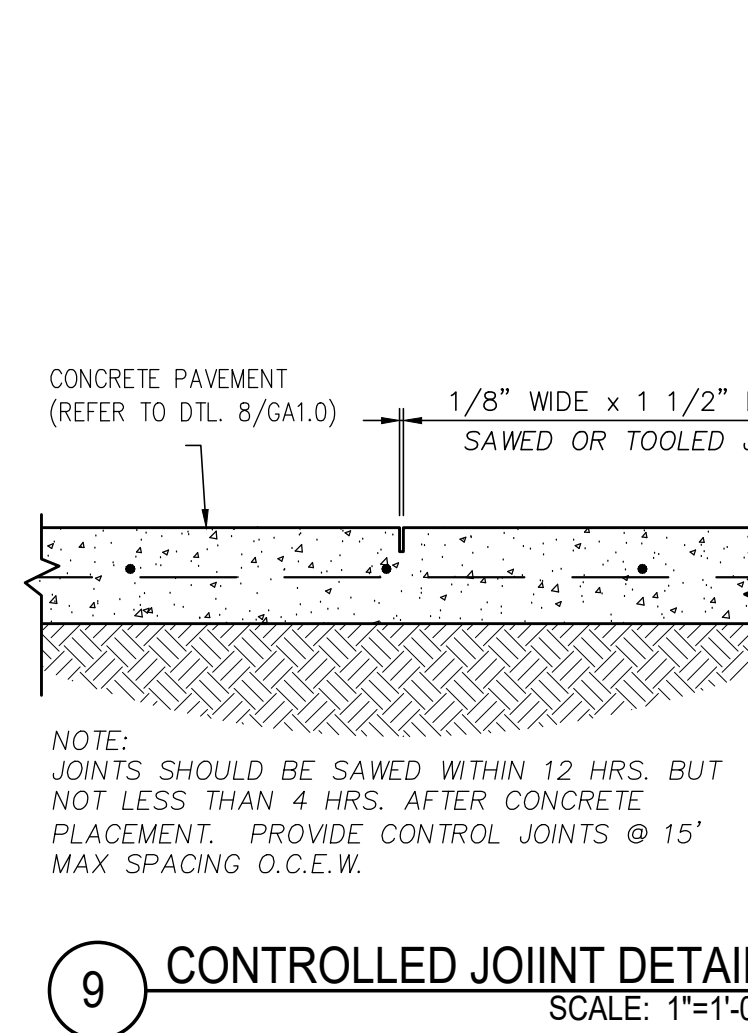
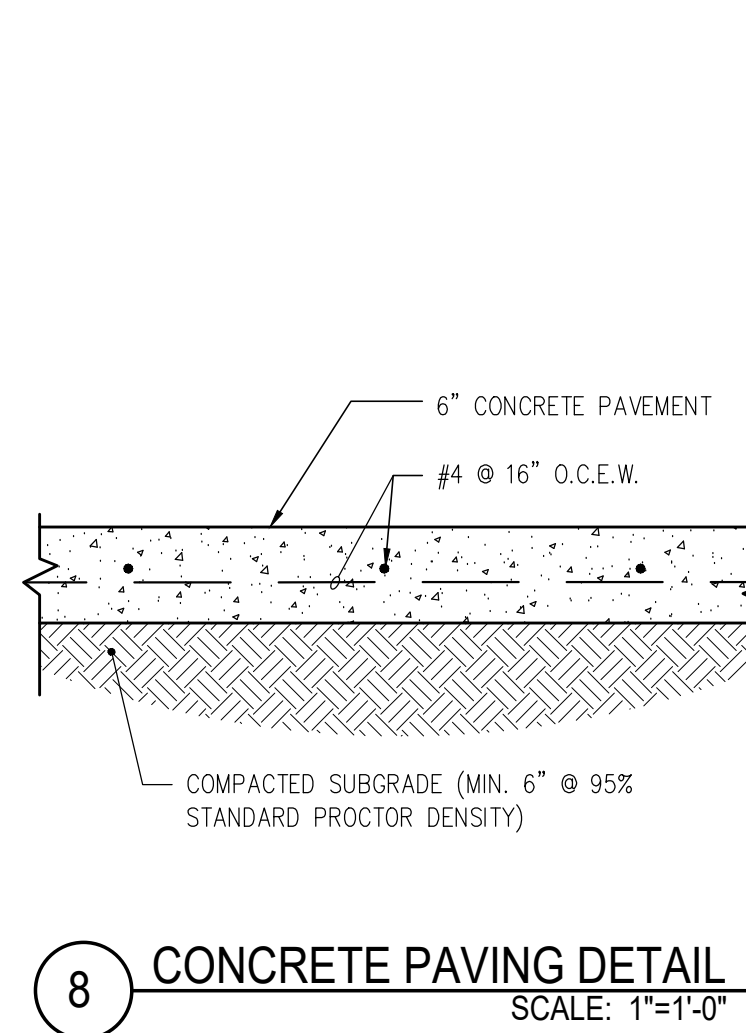
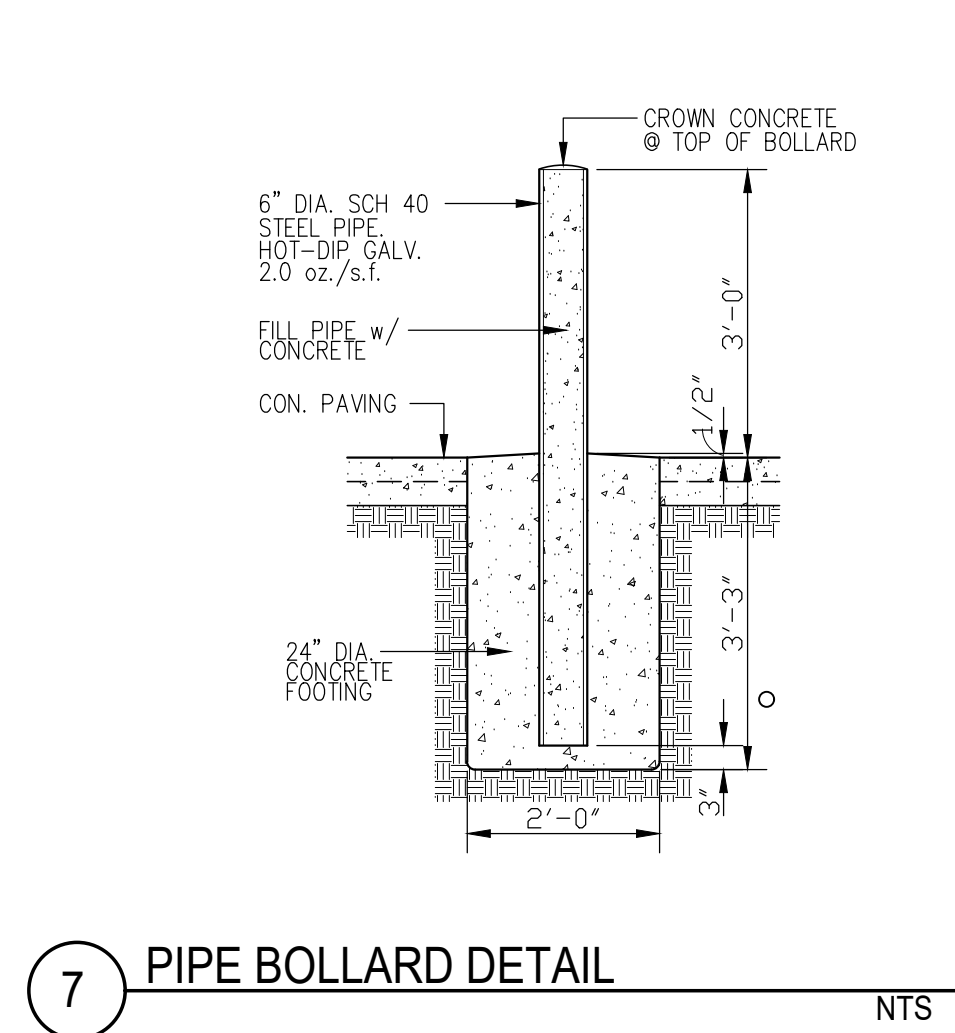
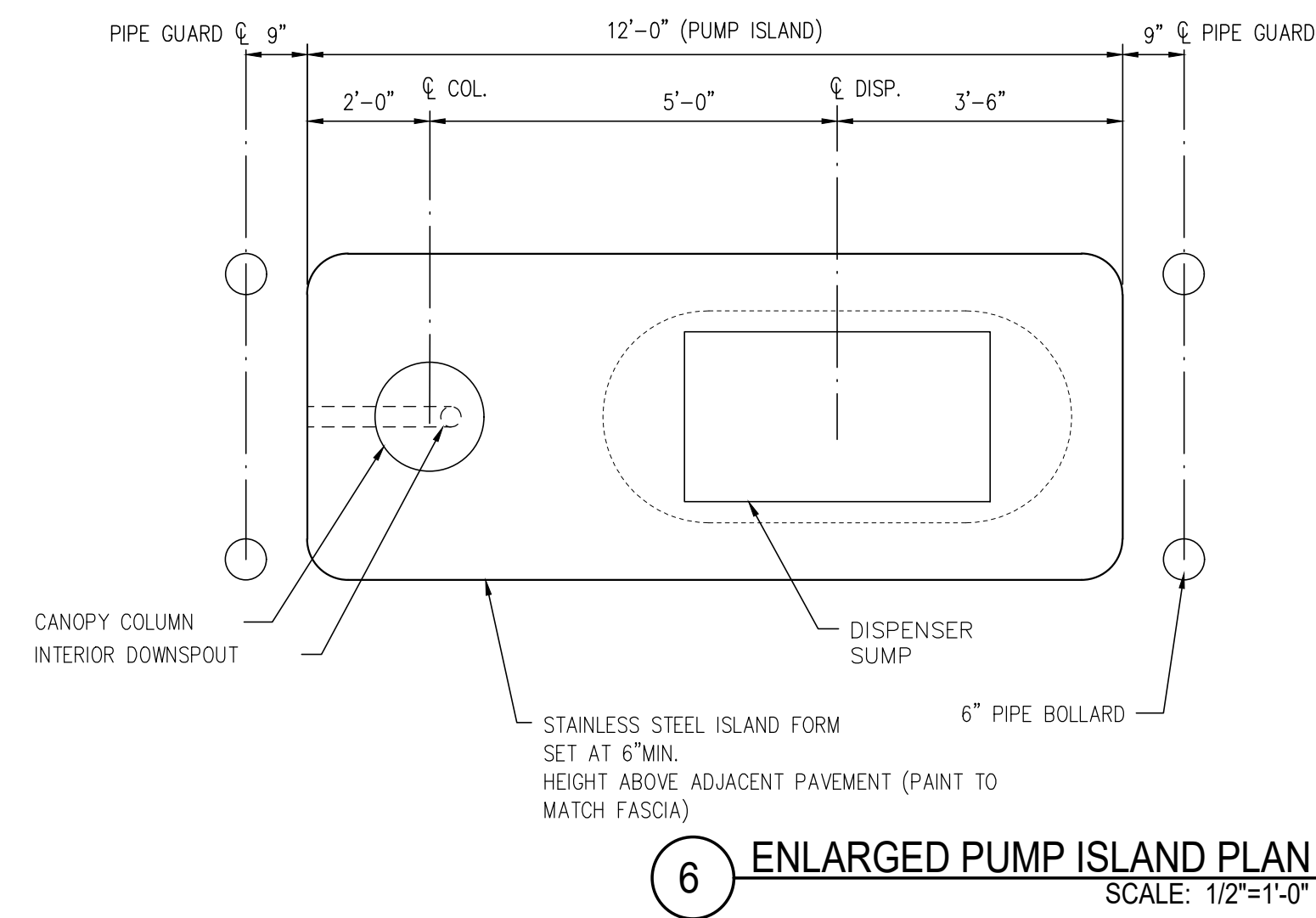
IMW = INTERSTITIAL MONITORING WELL WITH ELECTRONIC MONITORING PROBE
VP = VOLUME PROBE FOR ELECTRONIC GAUGING

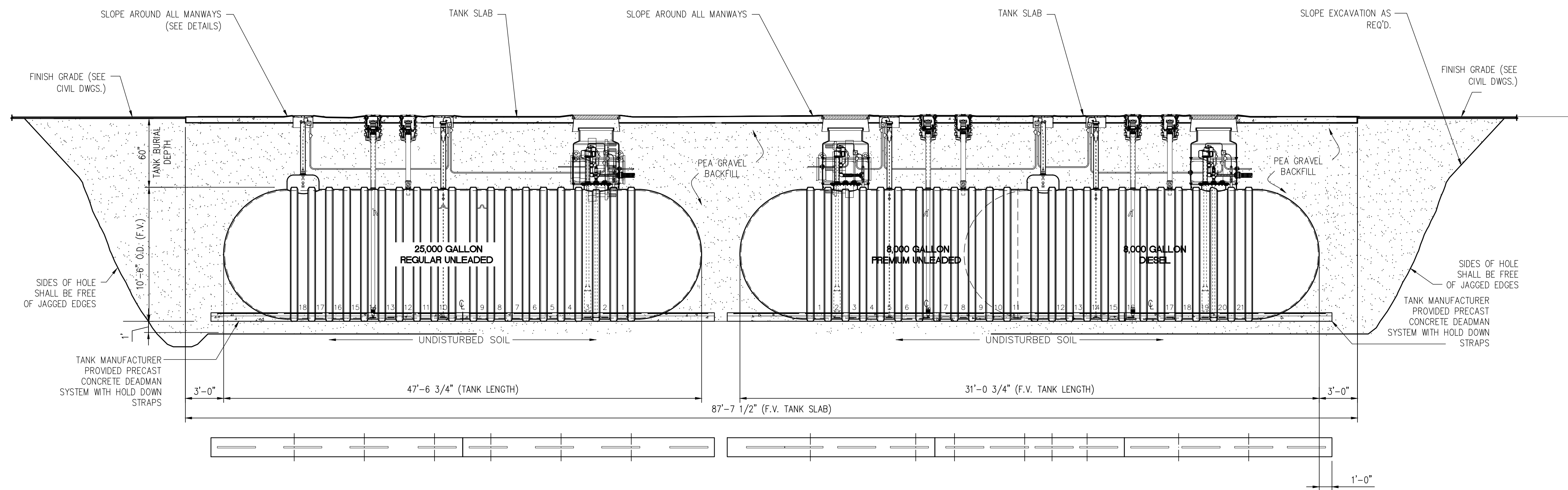


BROADWAY AVENUE J

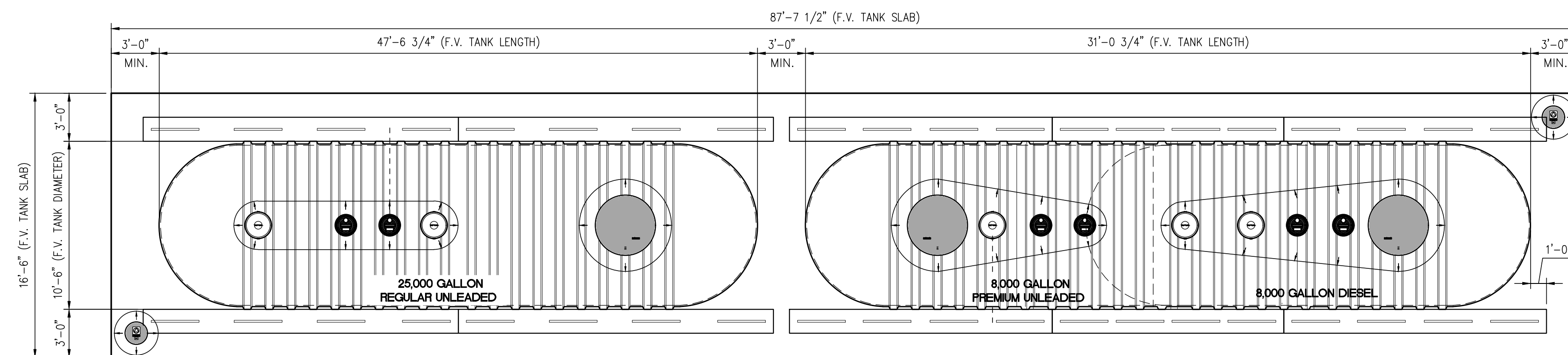
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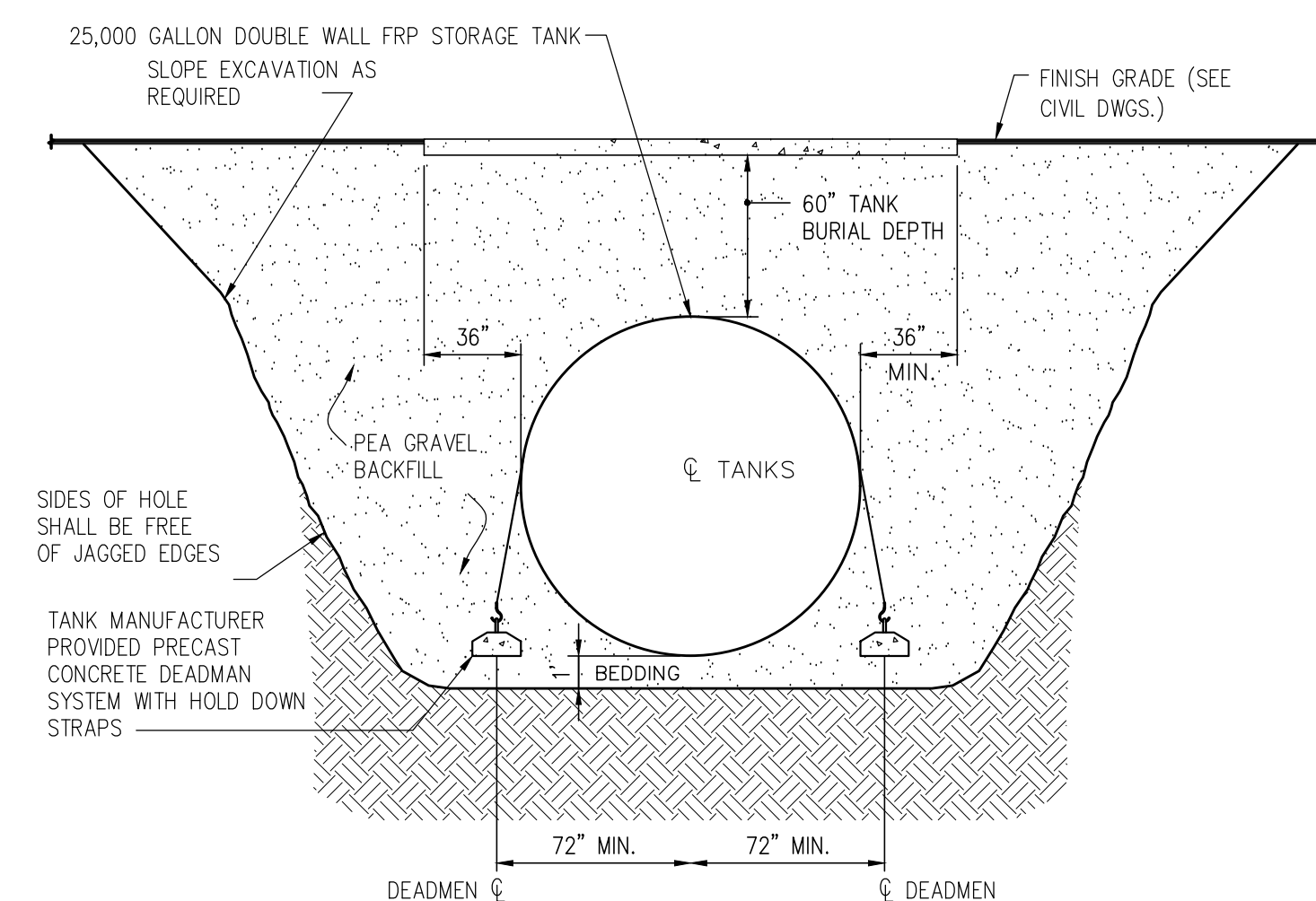




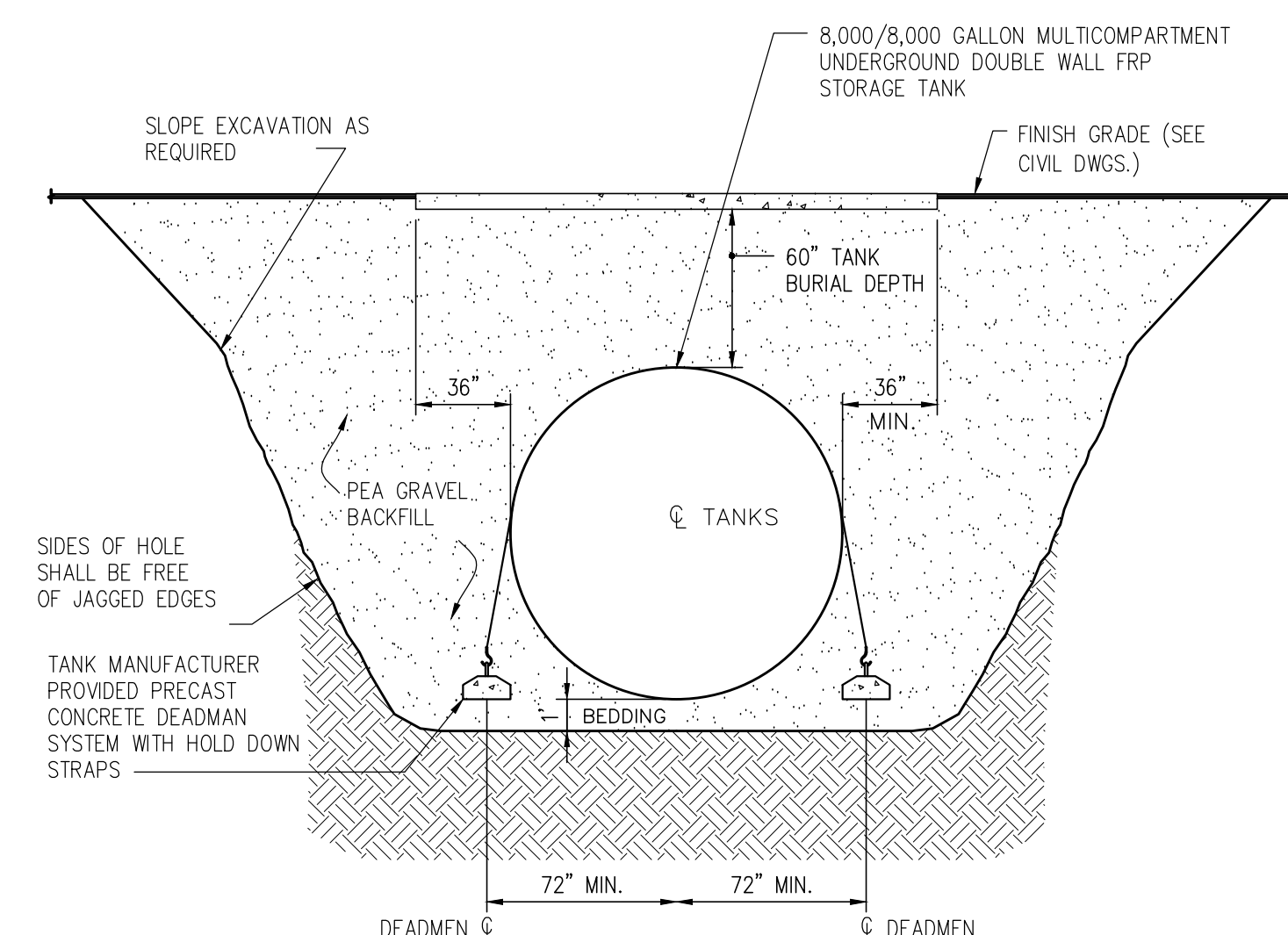
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SCALE: NONE



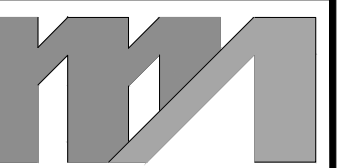
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SCALE: NONE



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



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



morris+associates
Build on Our Strengths

FORM # 1449
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FIRM#1441 10/24/2017

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

NO.	DATE	REVISIONS
1	10/24/2017	PERMIT ISSUE
2	10/24/2017	SEE PLAN REVISION - NEW DRIVEWAY LOCATION

Drawn
Checked
MCM

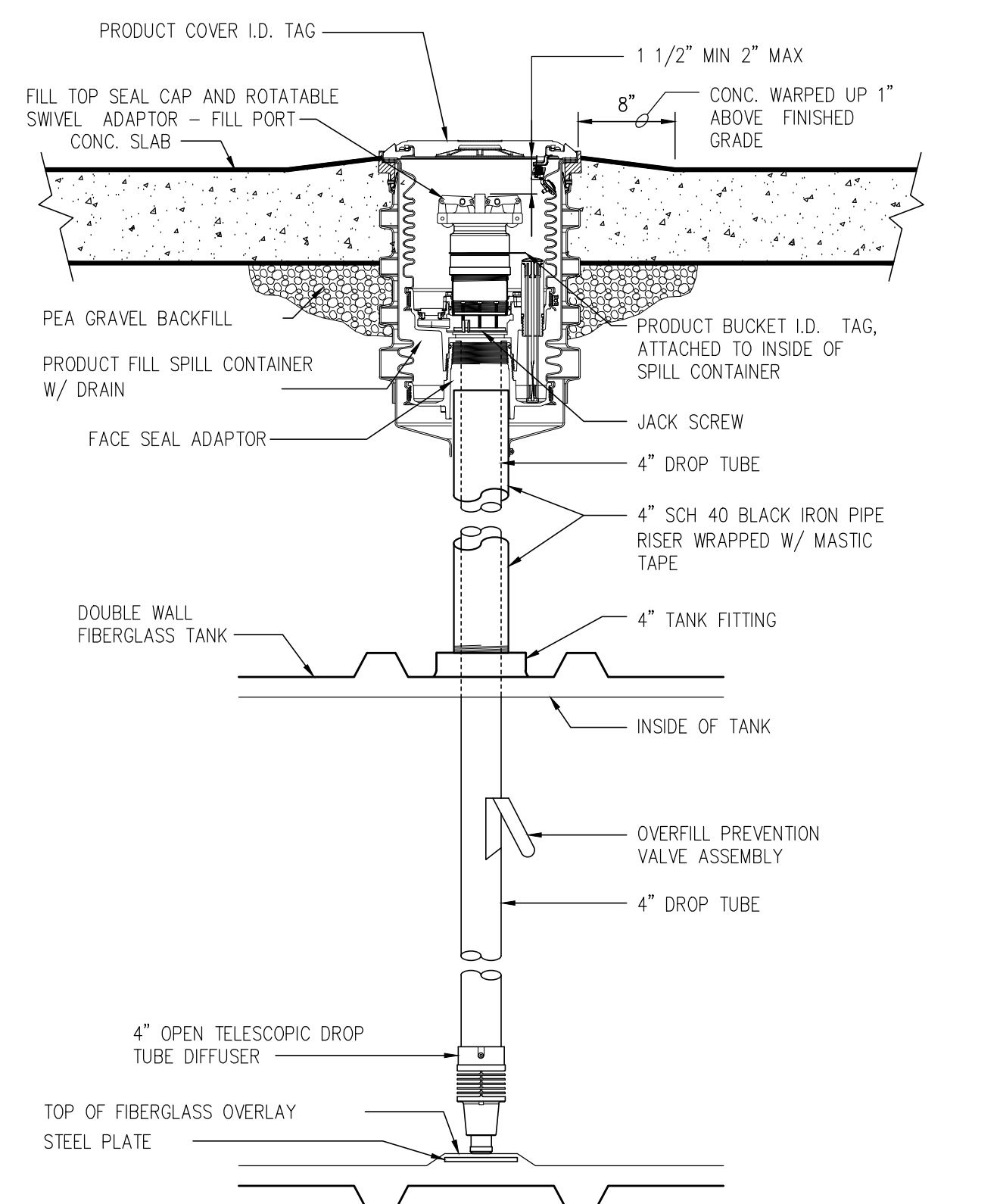
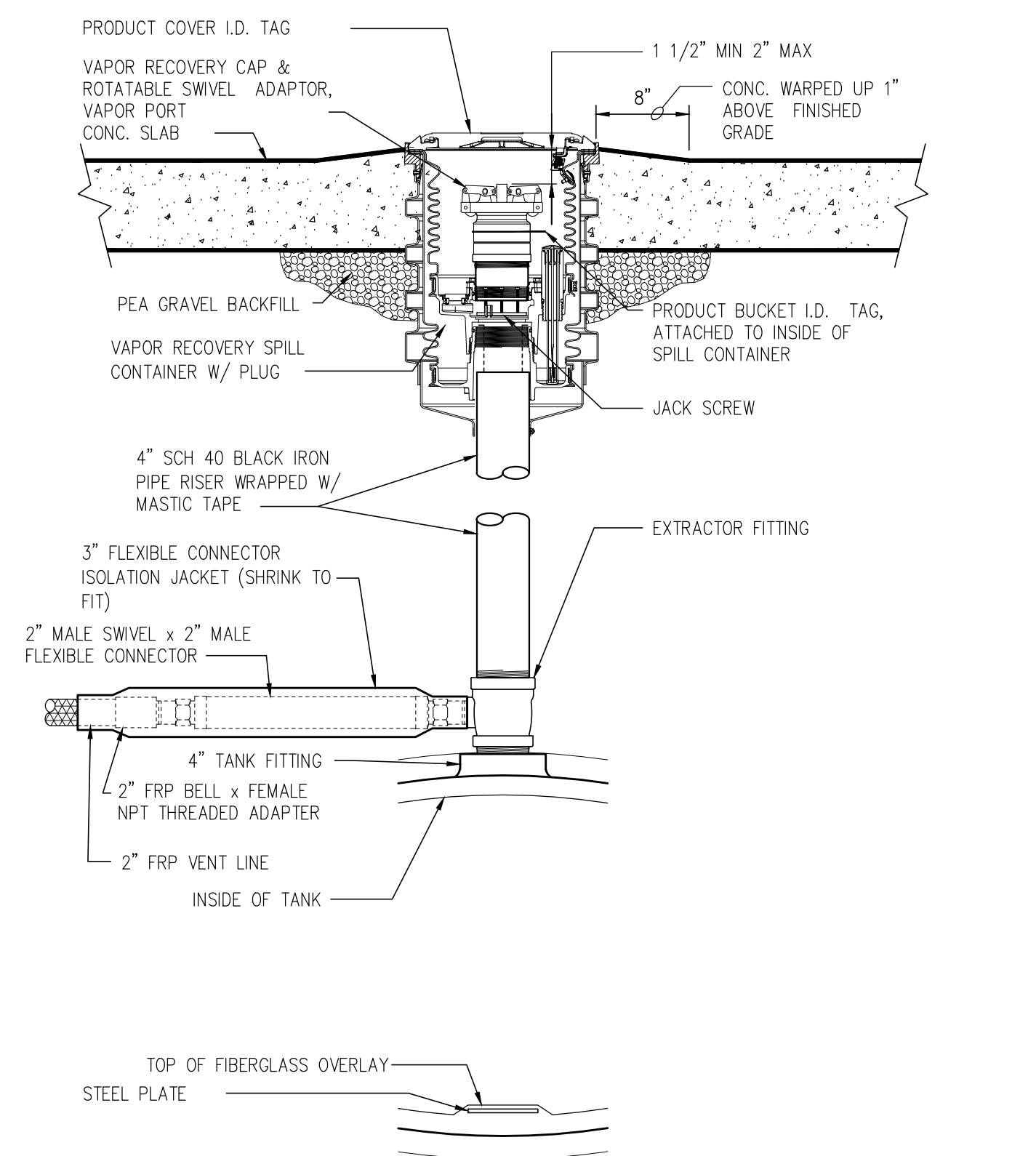
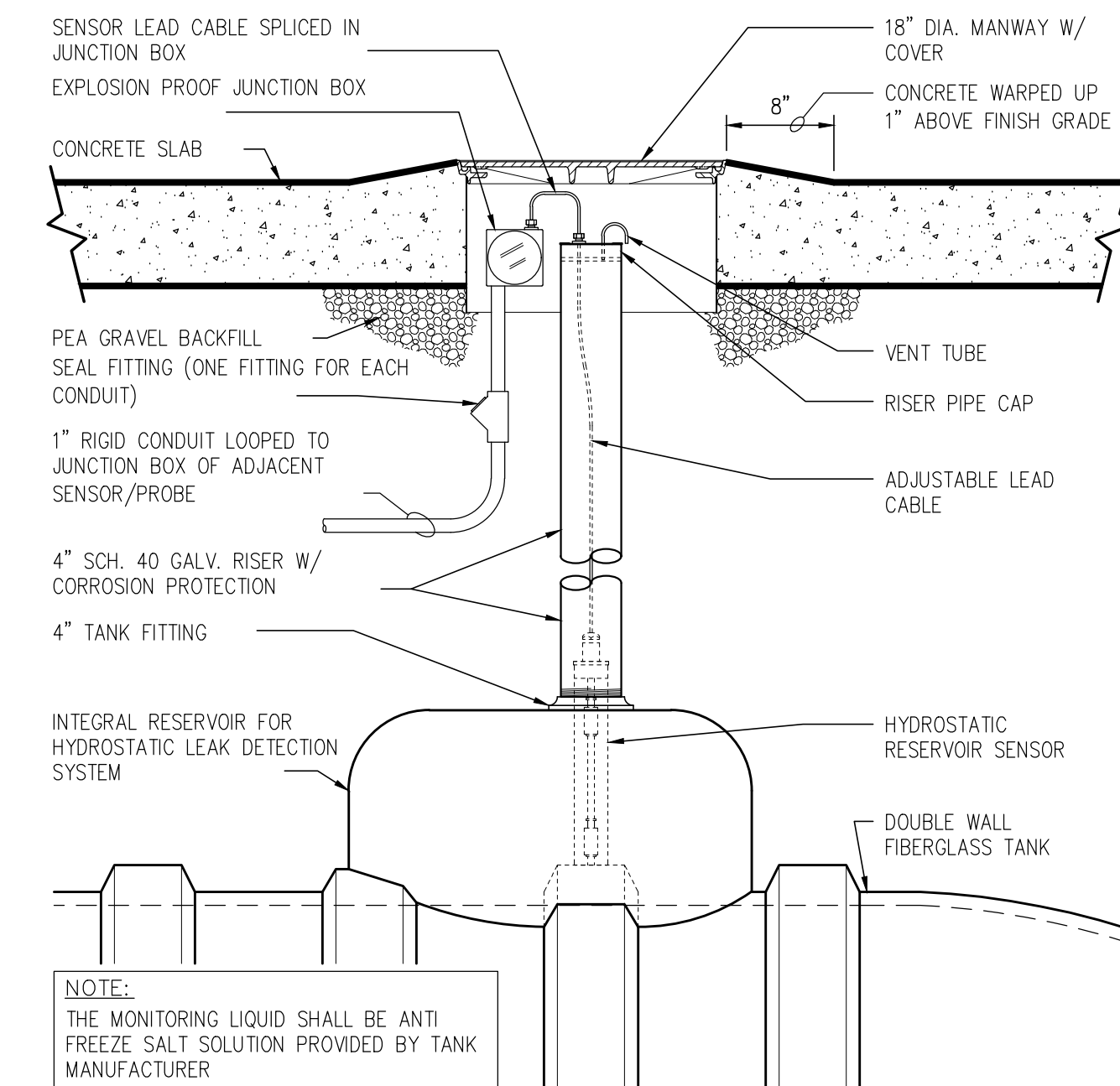
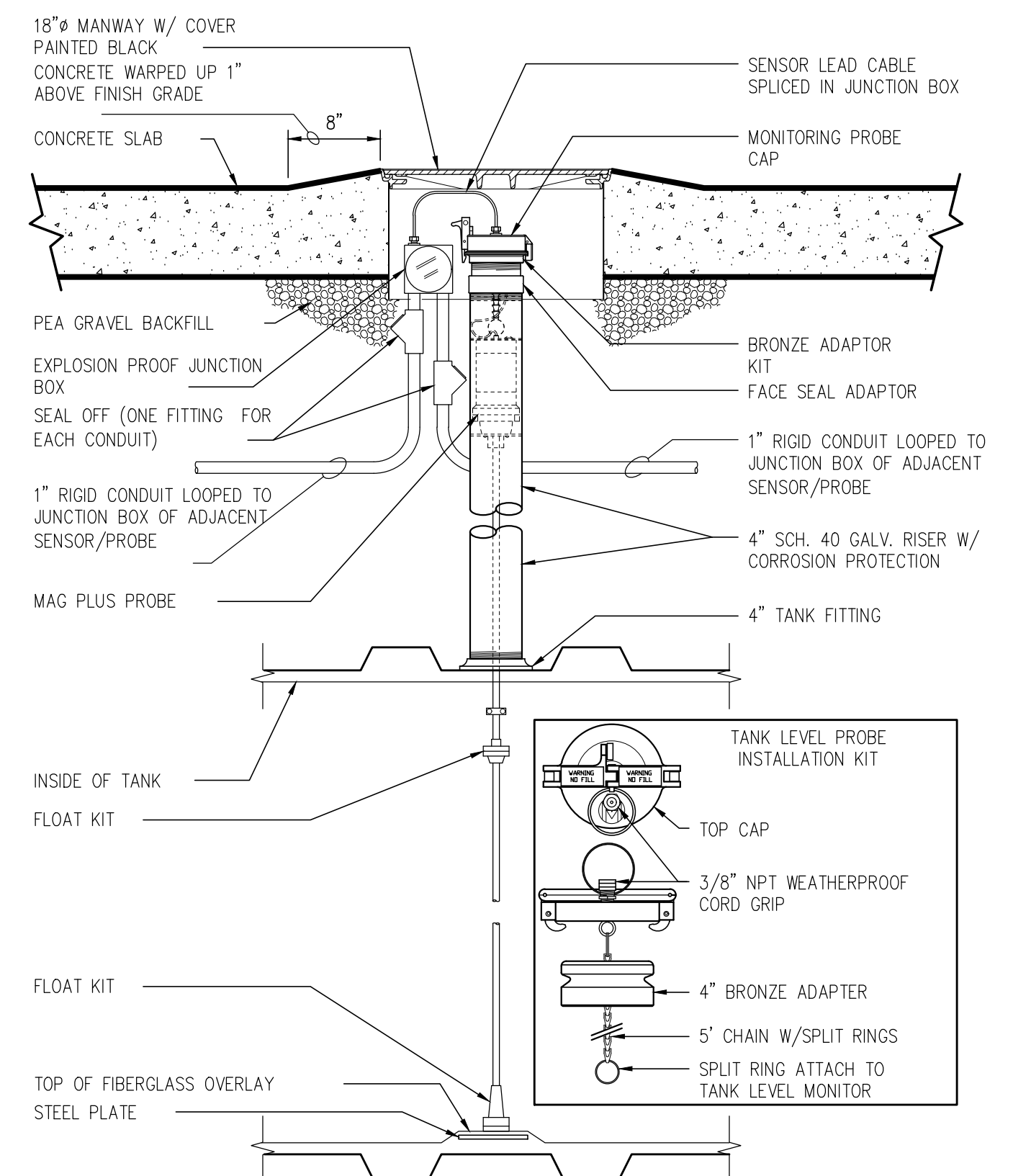
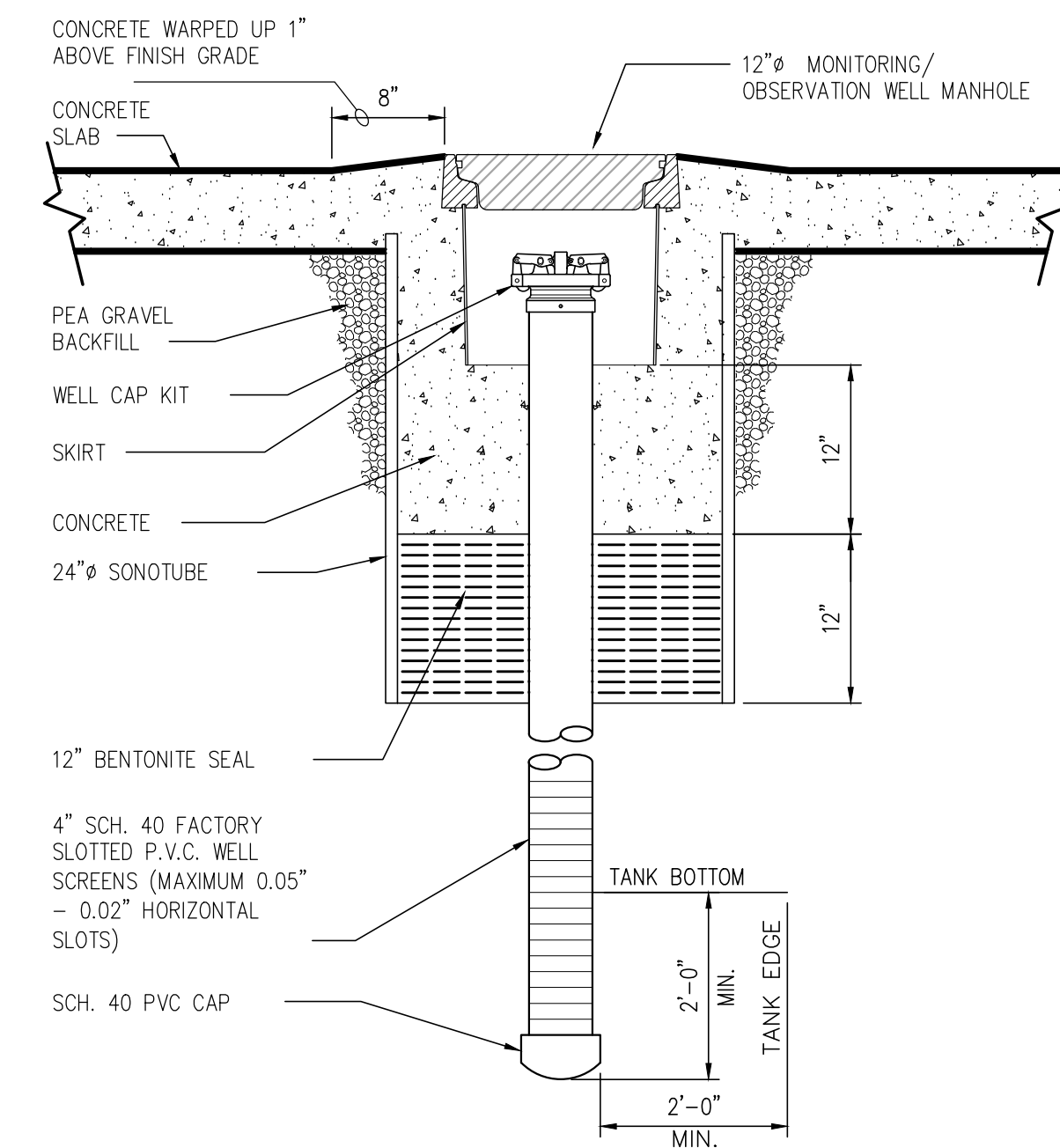
PERMIT ISSUE

Project No. 4169

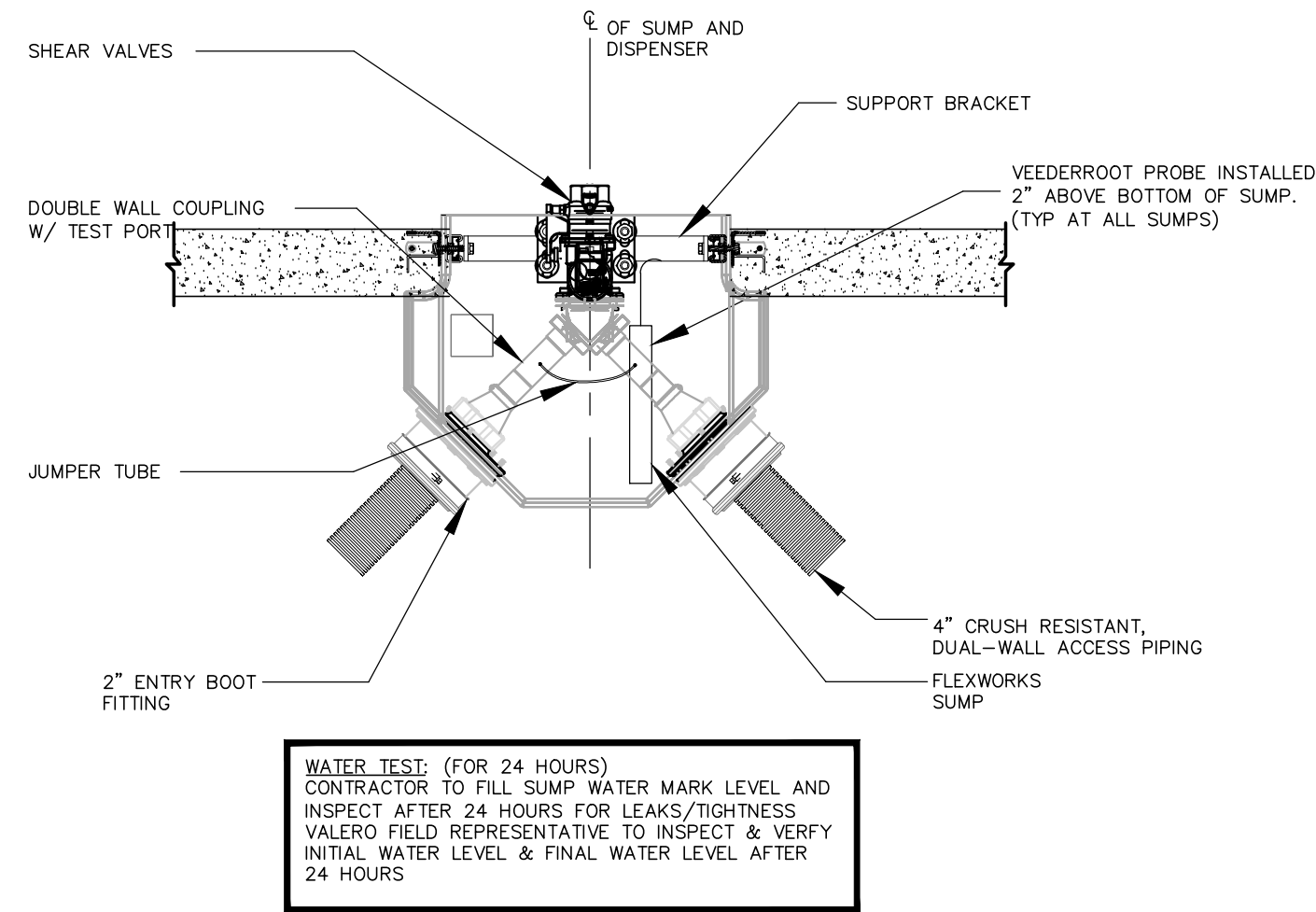
Title
TANK PLAN & DETAILS

Sheet No.

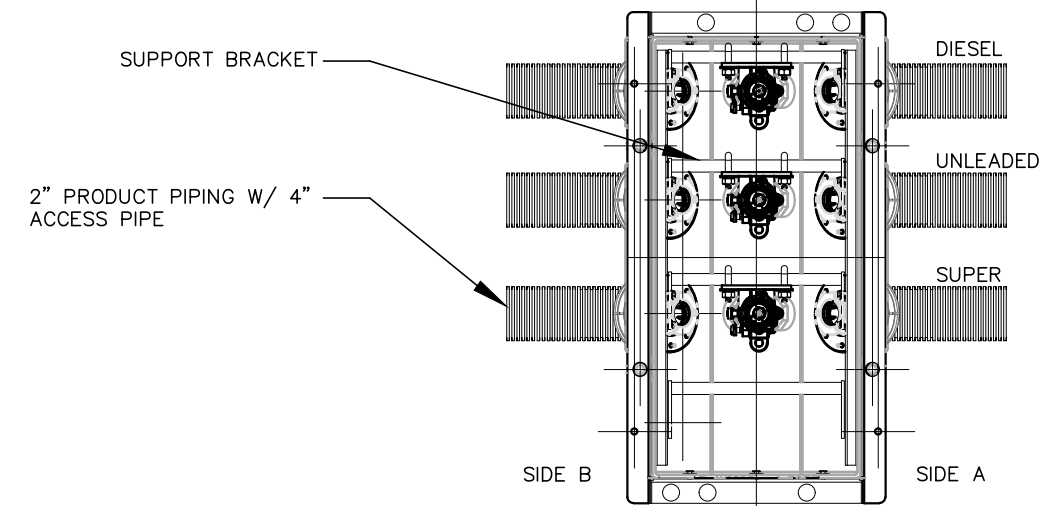
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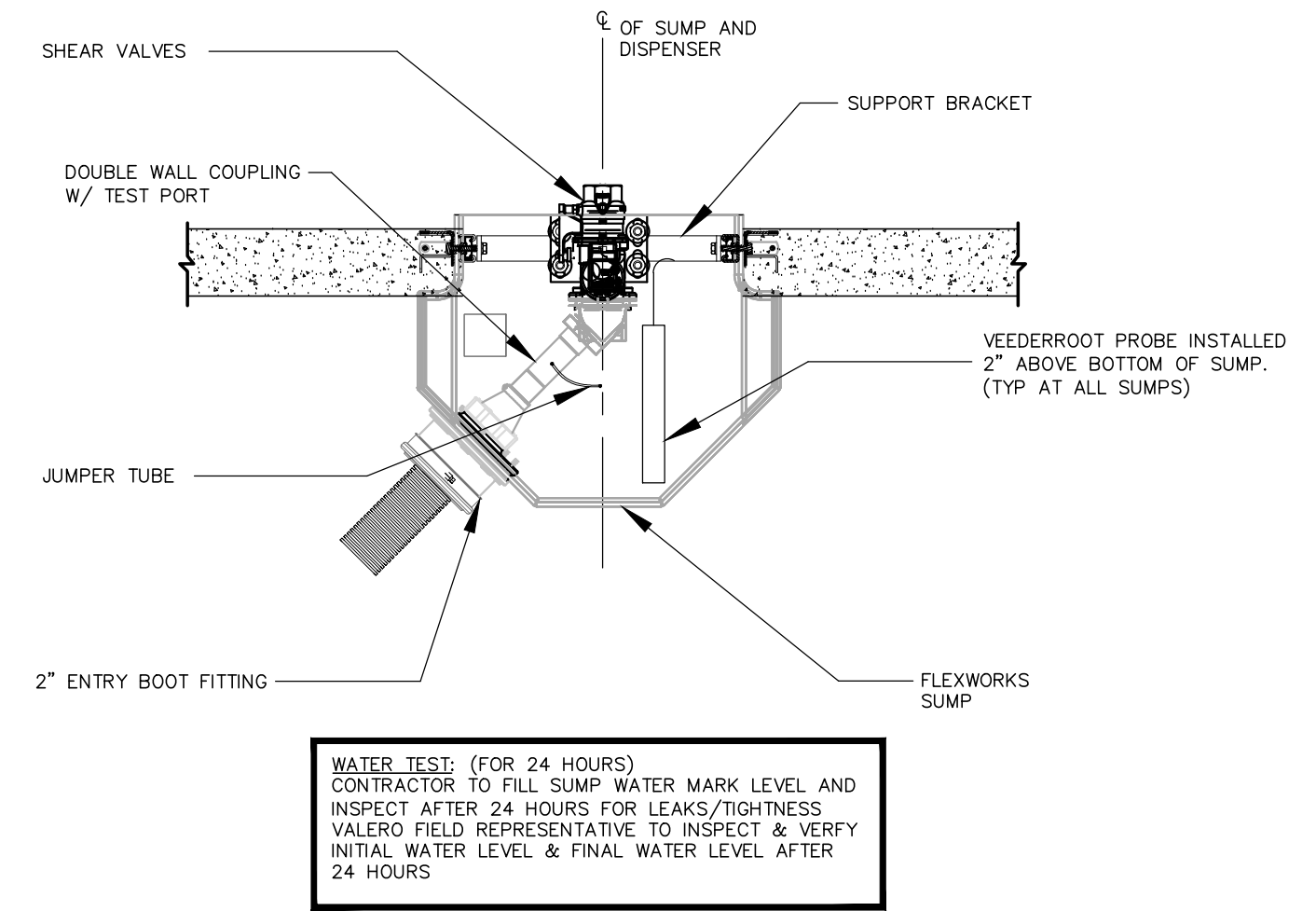
No.	DATE	REVISIONS
	10/05/2017	PERMIT ISSUE
	10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION



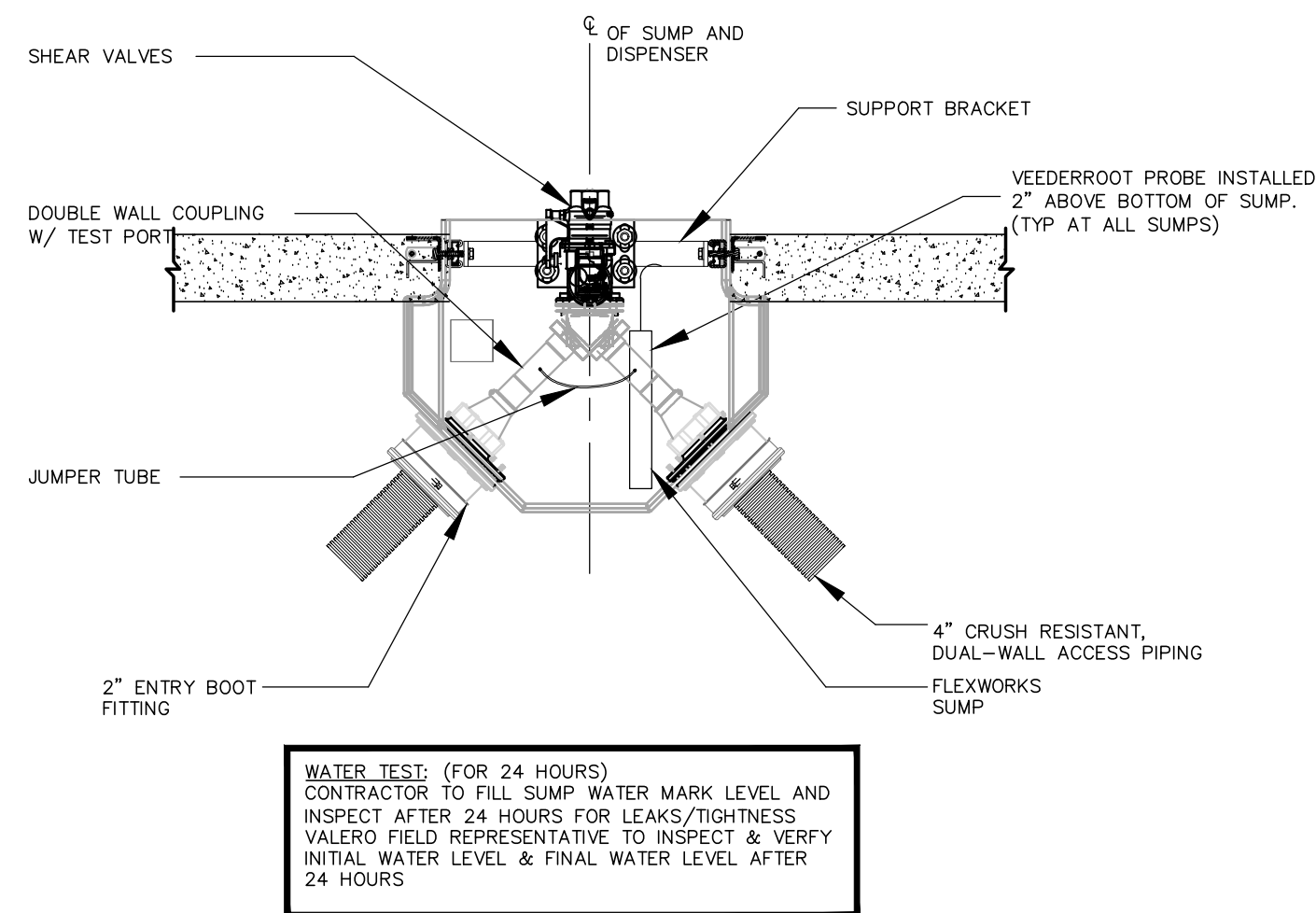
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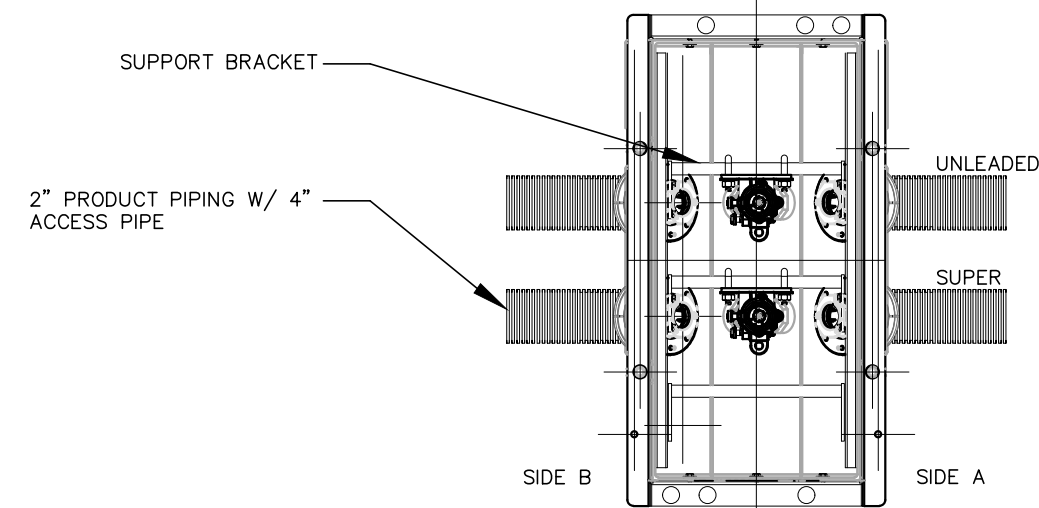
2 3+1 DISPENSER SUMP PLAN
SCALE: 3/4"=1'-0"



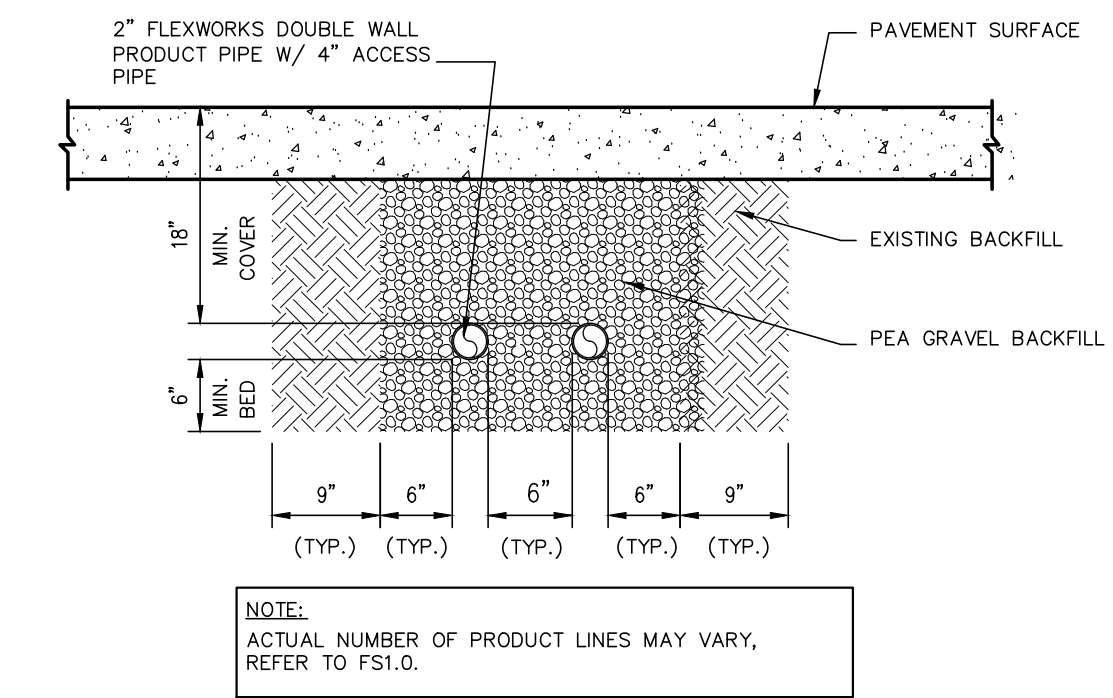
3 DISPENSER SUMP SECTION - TERMINATING SUMP
SCALE: 3/4"=1'-0"



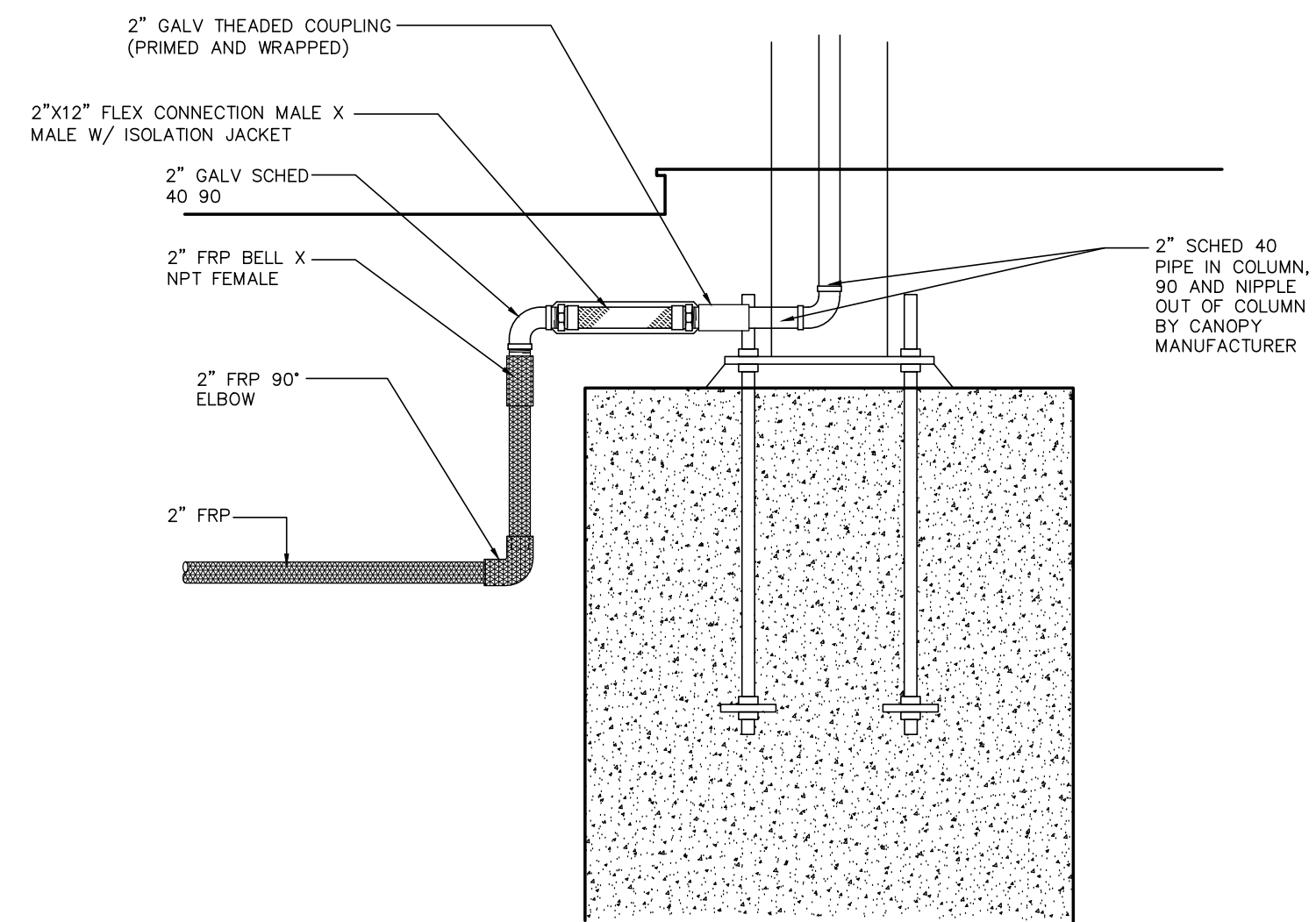
4 3+0 DISPENSER SUMP SECTION
SCALE: 3/4"=1'-0"



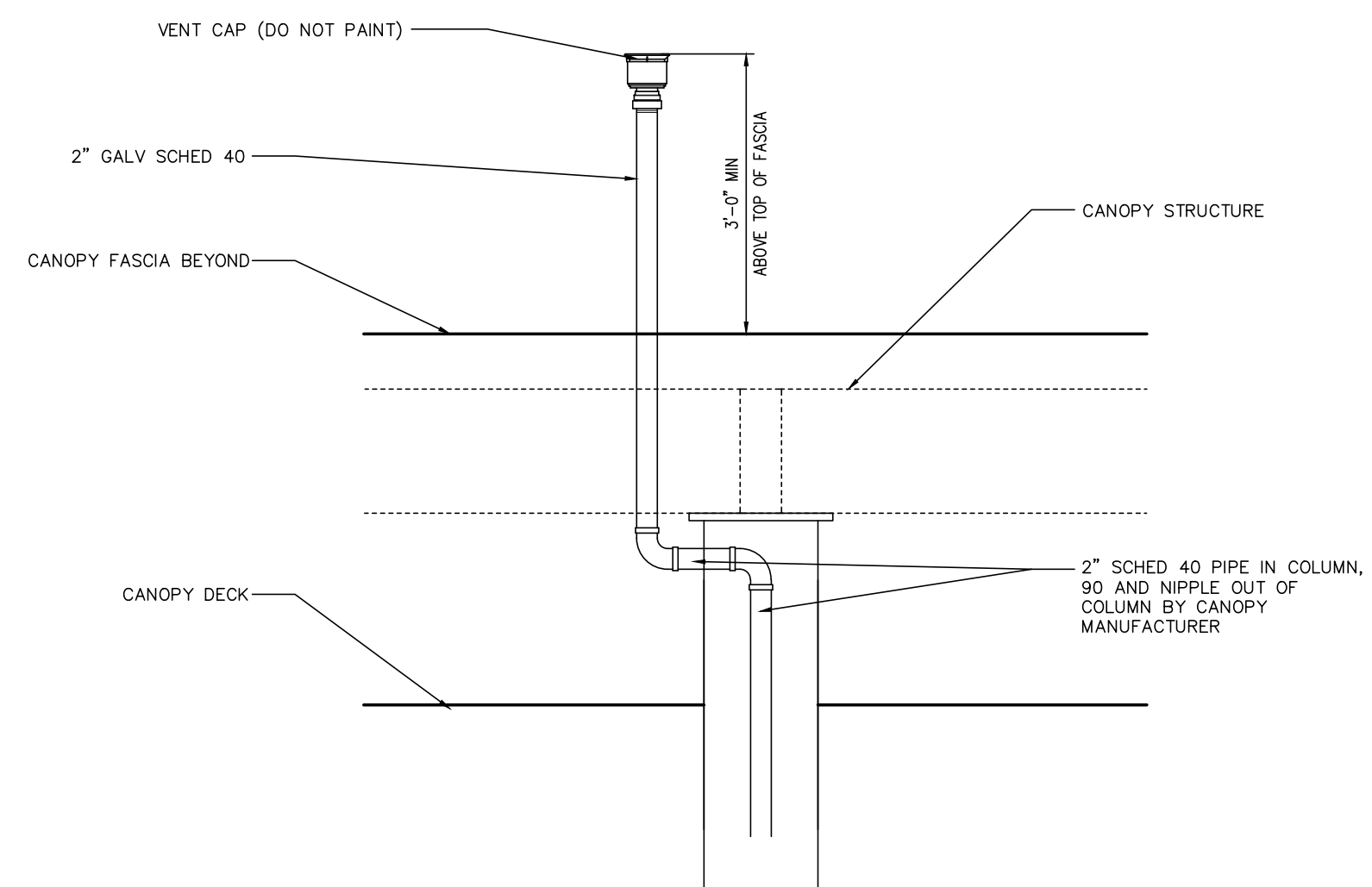
5 3+0 DISPENSER SUMP PLAN
SCALE: 3/4"=1'-0"



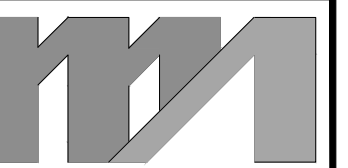
6 PIPE TRENCH DETAIL
SCALE: 3/4"=1'-0"



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

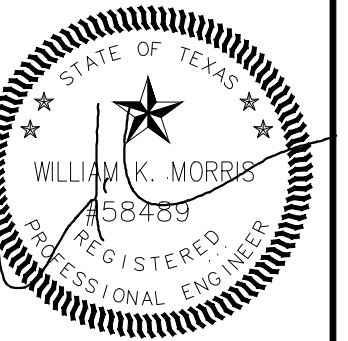


8 VENT PIPING ABOVE CANOPY
SCALE: 3/4"=1'-0"



morris+associates
Build on Our Strengths

FORM # 1449
14139 HUFFMEISTER ROAD
CYPRESS, TX. 77429
(281) 855-6433
(281) 858-4304 FAX
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FIRM#1441 10/24/2017

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

NO.	DATE	REVISIONS	PERMIT ISSUE
1	10/24/2017	PERMIT ISSUE	SEE PLAN REVISION - NEW DRIVEWAY LOCATION
2			
3			
4			
5			
6			
7			
8			

Drawn
Checked
MCM

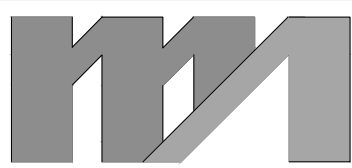
PERMIT ISSUE

Project No. 4169

FUEL SYSTEM
DETAILS

Sheet No.

GA2.3



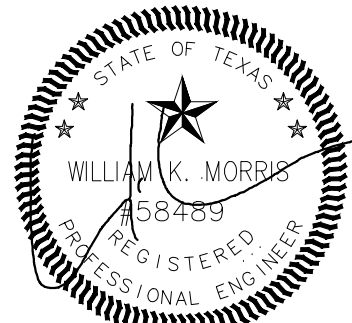
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FIRM # 1449

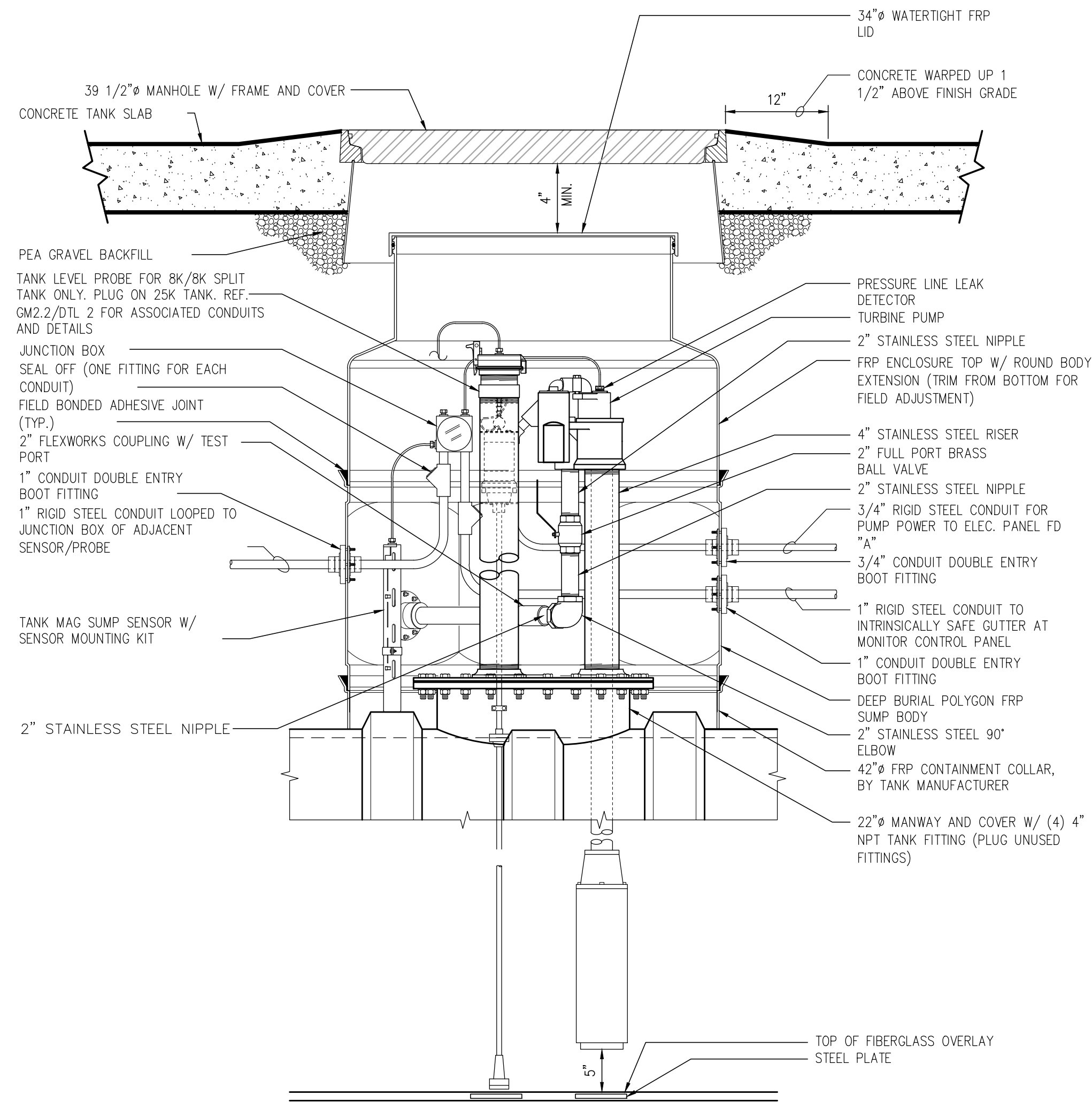
14139 HUFFMEISTER ROAD
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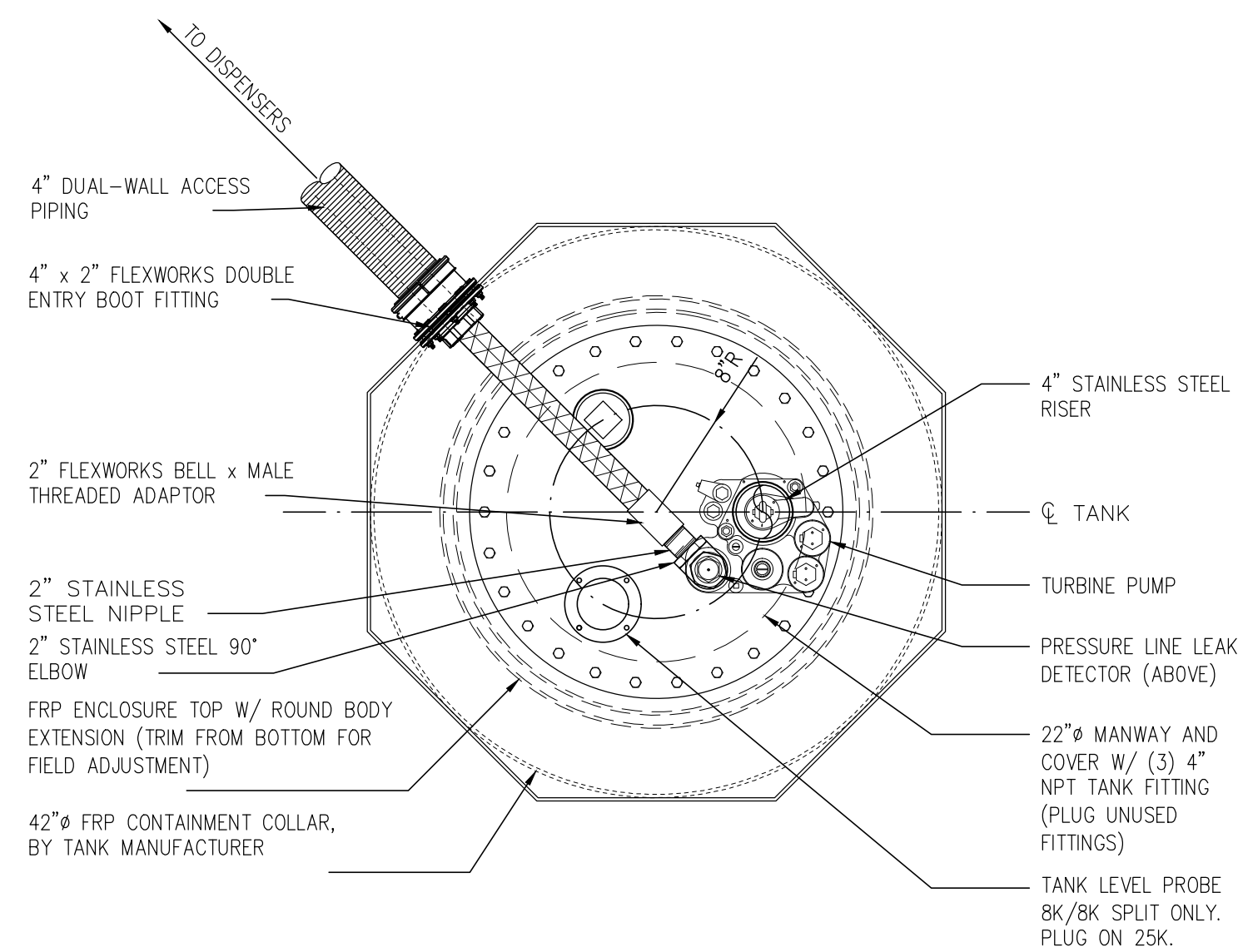
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FIRM#1441 10/24/2017



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



PLAN VIEW AT MANWAY

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

SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY
GALVESTON, TEXAS

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

Drawn MCM
Checked

PERMIT ISSUE

Project No. 4169

Title
FUEL SYSTEM
DETAILS

Sheet No.

GA2.4

1 IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETELY FAMILIARIZE HIMSELF WITH EXISTING SITE CONDITIONS AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE REGULATIONS. NO ALLOWANCE WILL BE MADE FOR HIS FAILURE TO DO SO. IF THERE IS A CONFLICT WITHIN THESE DOCUMENTS OR BETWEEN THESE DOCUMENTS AND SITE CONDITIONS AND/OR APPLICABLE LAWS, CODES OR REGULATIONS, THE CONTRACTOR IS RESPONSIBLE TO INFORM THE APPROPRIATE PARTY PRIOR TO BID. NO ALLOWANCE WILL BE MADE FOR HIS FAILURE TO DO SO.

② CONTRACTOR TO FURNISH ALL LABOR, EQUIPMENT, AND SECURE PERMITS TO PERFORM THE WORK AS INDICATED ON THIS SHEET. CONTRACTOR TO VISIT THE SITE TO VERIFY ALL CONDITIONS PRIOR TO BIDDING THAT MAY AFFECT THIS PROJECT. ALL WORK IS TO BE DONE IN ACCORDANCE W/ FEDERAL, STATE & LOCAL CODES AND PER MFG.. RECOMMENDATIONS & REQUIREMENTS. VERIFY SITE GRADES

④ CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE (ABOVE OR BELOW GRADE) TO THIS FACILITY, DURING CONSTRUCTION.

⑥ THESE PLANS ARE SCHEMATIC ONLY. GENERAL SCOPE IS DEFINED, HOWEVER, OWNER RESERVES THE RIGHT TO ALTER OR EXPAND THE SCOPE OF WORK. OWNER WILL DIRECT ANY ADDITIONAL WORK THAT MAY BE REQUIRED.

⑧ CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING THE EXCAVATION AREAS AND LOCATING ALL UNDERGROUND UTILITIES. REROUTE ANY EXIST. UNDERGROUND UTILITY LINES AROUND NEW CANOPY AND FUEL SYSTEM IF CONFLICT EXISTS.

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

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

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

⑩ CONTRACTOR TO INSTALL ALL OWNER-SUPPLIED EQUIPMENT & PROVIDE ALL ADDITIONAL EQUIPMENT AND MATERIAL TO CONSTRUCT AN OPERATIONAL, RETAIL SALES GASOLINE FACILITY.

(19) AS-BUILT PLANS MUST BE PROVIDED UPON COMPLETION OF THE PROJECT.

21) UPON COMPLETION THE CONTRACTOR WILL PROVIDE DOCUMENTS INCLUDING BUT NOT LIMITED TO
- CALIBRATION REPORT

ITEM NO.:	PROV. BY:	INST. BY:	CON=CONTRACTOR	O=OWNER
1	CON	CON	TANK HOLE EXCAVATE THE TANK HOLE TO O.S.H.A. STANDARDS AND ALLOW FOR THE INSTALLATION OF THE NEW TANKS (OBTAIN ACTUAL TANK DRAWING FROM MANUFACTURER PRIOR TO CONSTRUCTION).	

⑤	CON	CON	CONCRETE UPON INSTALLATION & APPROVALS OF NEW PIPING, CONDUIT, PLUMBING, ETC. FOR THE TANK INSTALLATION, BACKFILL EXCAVATION AREAS WITH APPROVED BACKFILL, AND PROVIDE CONCRETE PAVING PER CIVIL.
---	-----	-----	--

7	CON	CON	DISPENSERS INSTALL ENCORE 700 MULTI-PRODUCT BLENDING FUEL DISPENSERS WITH CARD, AND CASH ACCEPTORS. DISPENSERS TO BE ADA COMPLIANT.
---	-----	-----	--

9	CON	CON	DISPENSER HARDWARE INSTALLED BY FUEL CONTRACTOR.
---	-----	-----	---

IN TEXAS:

- LOOP SYSTEM FOR REGULAR DISPENSERS
- NO SLOPE REQUIRED BY DISPENSERS
- ONLY SLOPE (1/8" PER FOOT) PIPE FROM LAST DISPENSER TO TANKS
- VERIFY REQUIRED SLOPES FOR OTHER STATES PRIOR TO BIDDING

(12)	CON	CON	ELECTRICAL ALL ELECT. WIRING FOR NEW EQUIPMENT SHALL BE IN NEW CONDUIT. RUN NEW CONDUITS INTO FUEL GUTTER. PROVIDE SEPARATE COMPARTMENT IN GUTTER FOR: <u>1.</u> HIGH VOLTAGE. <u>2.</u> LOW VOLTAGE AND CRIND. <u>3.</u> INTERCOM. (INSTALL SEAL-OFFS AS REQ'D. BY "N.E.C."). CONTRACTOR TO COORDINATE START-UP W/ MORRIS AND ASSOCIATES.
------	-----	-----	---

			FIRE EXTINGUISHERS
(14)	CON	CON	INSTALL (2) NEW "2A-60-BC" (10 LB) FIRE EXTINGUISHERS, IN APPROVED CABINETS, AT CANOPY COLUMN, ONLY WHEN REQUIRED BY LOCAL AUTHORITIES. VERIFY SIZE AND TYPE WITH MORRIS AND ASSOCIATES.



A circular professional engineer seal for the State of Texas. The outer ring contains the text "STATE OF TEXAS" at the top and "REGISTERED PROFESSIONAL ENGINEER" at the bottom, separated by stars. In the center, there is a five-pointed star above the name "WILLIAM K. MORRIS" and the license number "#58489". A signature is written across the seal.

M#1441 10/05/2017

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

[illegible]

PERMIT ISSUE

Project No. 4169

FUEL SYSTEM NOTES

Sheet No.

GM9.0



morris + associates
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PERM # 1449
14139 HUFFMEISTER ROAD
CYPRESS, TX. 77429

(281) 855-6433
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SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY
GALVESTON, TEXAS

REVISIONS	DATE	DESCRIPTION
1	09/18/2017	PERMIT ISSUE

Drawn _____
Checked _____
CDI
CRD

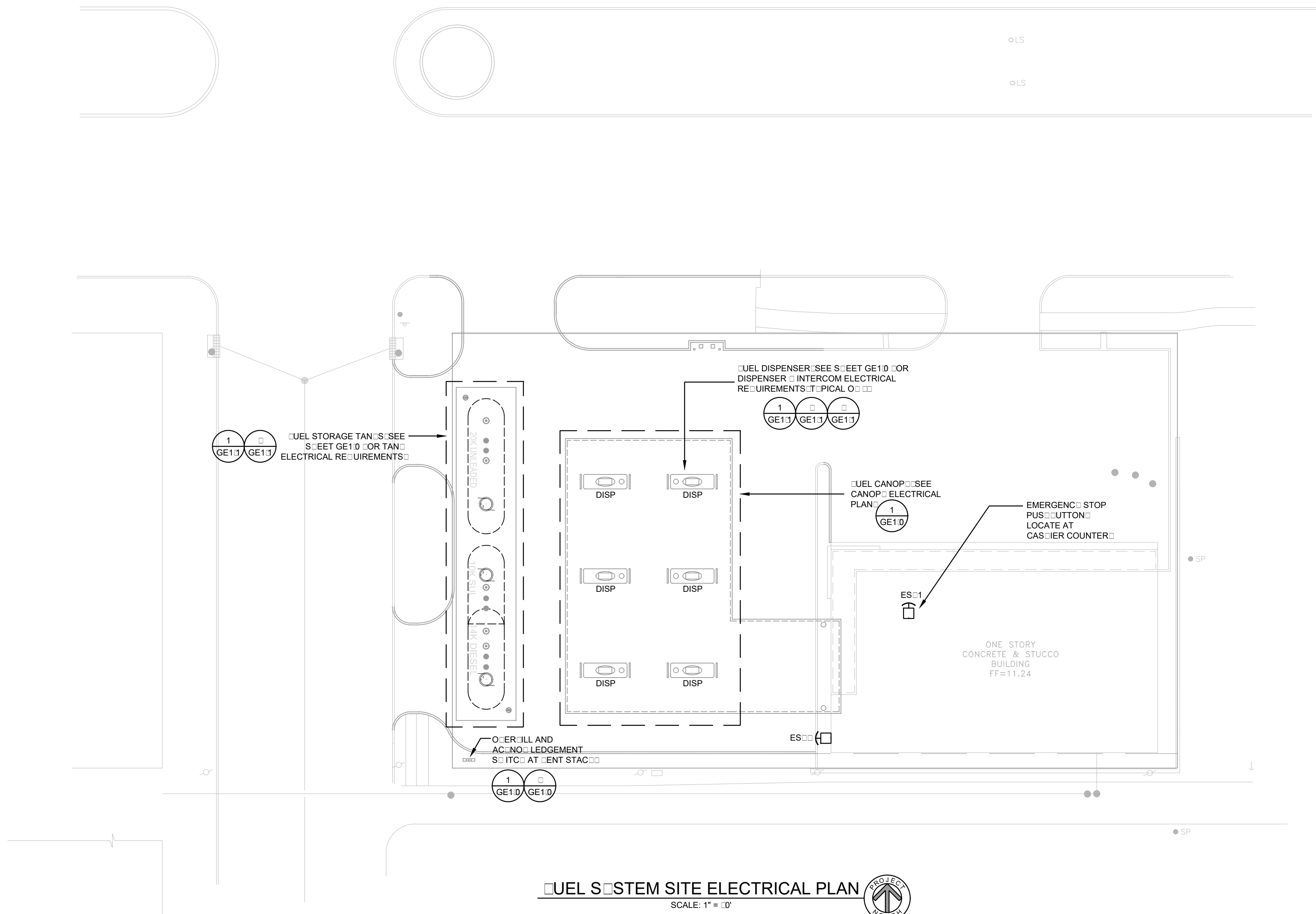
PERMIT ISSUE

Project No. 4169

Title
FUEL SYSTEM SITE ELECTRICAL PLAN

Sheet No.

SE 1.0



CONWAY DUNCAN
3015 SOUTH FORT AVENUE | SUITE D
SPRINGFIELD | MISSOURI | 65804
P: 417.881.1586 | F: 417.881.8390
TEXAS COA: #16111

CONWAY DUNCAN
3015 SOUTH FORT AVENUE | SUITE D
SPRINGFIELD | MISSOURI | 65804
P: 417.881.1586 | F: 417.881.8390
TEXAS COA: #16111

GENERAL NOTES:

1. REFERENCE LINES AND GRADES

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

2. EXISTING UTILITIES

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

B. PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.

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

D. AT LEAST 30 DAYS PRIOR TO COMMENCING ANY EXCAVATING OR OTHER CONSTRUCTION ACTIVITY IN THE VICINITY OF THE UTILITY, NOTIFY THE TEXAS EXCAVATION SAFETY SYSTEM AT 1-800-DIG-TESS (344-8377). E. NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

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

3. EXISTING CONDITIONS:

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

4. PERMITS:

A. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION OF UTILITY AND/OR CULVERTS WITHIN ROAD RIGHT-OF-WAYS. B. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.

5. SAFETY:

A. OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD RIGHT-OF-WAYS. B. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.

SURVEY NOTES:

FLOODPLAIN REFERENCE MARK NUMBER AWD461 IS A VERTICAL CONTROL DISK SET IN A RETAINING WALL OR CONCRETE LEDGE. AT 8222 HARBORSIDE DRIVE, IN TOP OF AND 1 FOOT WEST OF THE EAST END OF THE NORTH CONCRETE HEADWALL OF A CULVERT UNDER A PAVED ROAD LEADING TO A RAILROAD DRAW BRIDGE, 173.9 FEET WEST OF THE DRIVE CENTER, 88.6 FEET EAST OF THE CENTER OF A DRIVEWAY, 41.7 FEET SOUTH OF THE SOUTHWEST CORNER OF THE LUGUS CONSTRUCTION COMPANY AT 8222 HARBORSIDE DRIVE, 18.4 FEET NORTH OF THE ROAD CENTER, AND 1.0 FEET ABOVE THE LEVEL OF THE ROAD.

ELEV. 6.28 FEET NAVD 1988, 2001 ADJUSTED.

10 0 10 20 30 Feet
SCALE: 0"=10'

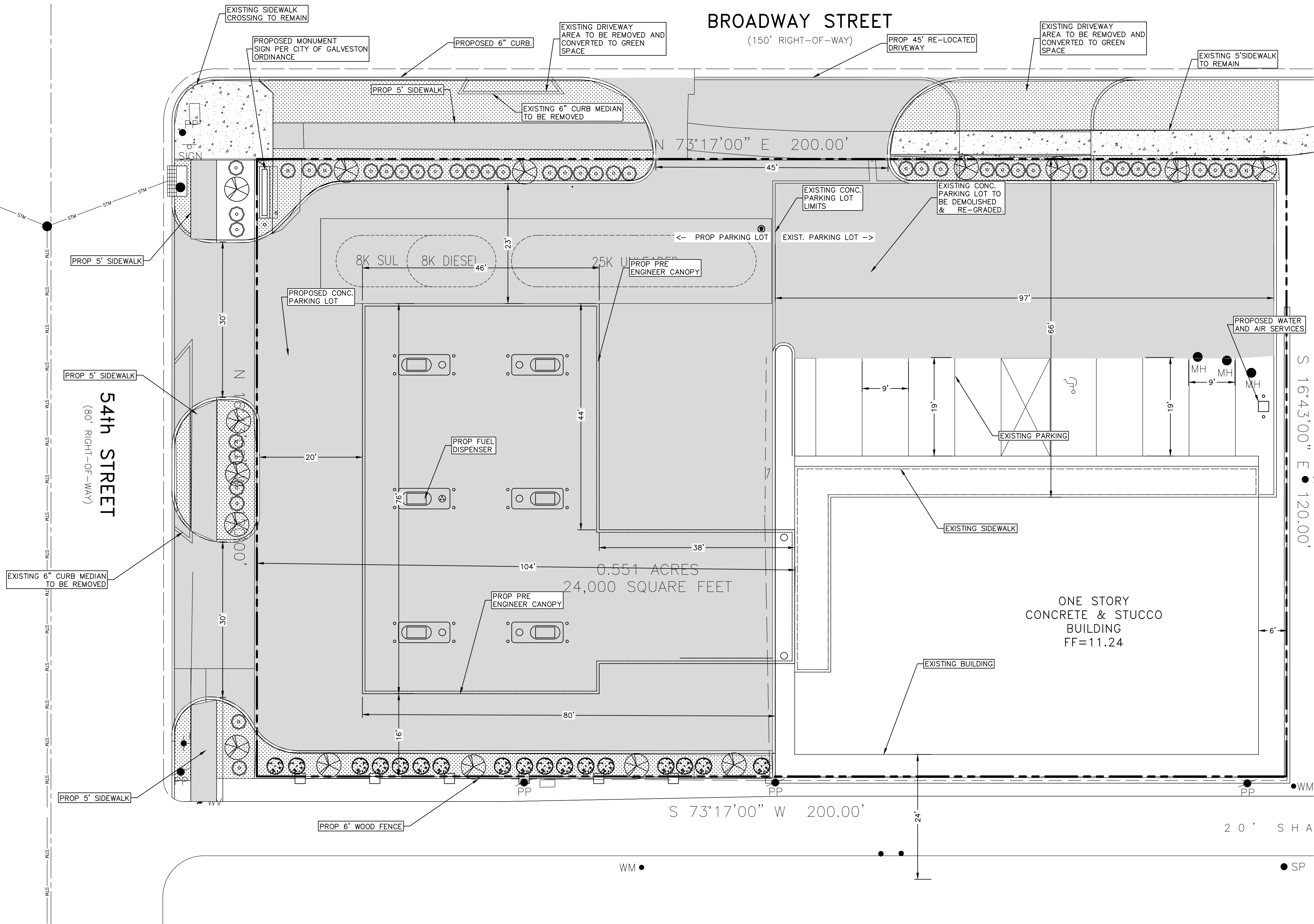


NEW DEVELOPMENT - PLANT MATERIAL LIST

SYMBOL	COMMON/SCIENTIFIC NAME	USE	REQ	PROVIDED	CALIPER	HEIGHT
	CRAPEMYRTLE/ LAGERSTROEMIA INDICA (305/20' = 15)	FRONTAGE	15 EA	15 EA	30 GALL	6'
	OLEANDER/NERIUM (101 LF / 4 FT = 25 EA)	SCREENING	50	50	2 1/2"	6'
	WAX MYRTLE/ MYRICA CERIFERA (202 LF / 4' = 50 EA)	PARKING SCREENING	50	50	3 GAL.	48" SPACING
	ST. AUGUSTINE	GROUND COVER	SOLID SOD			

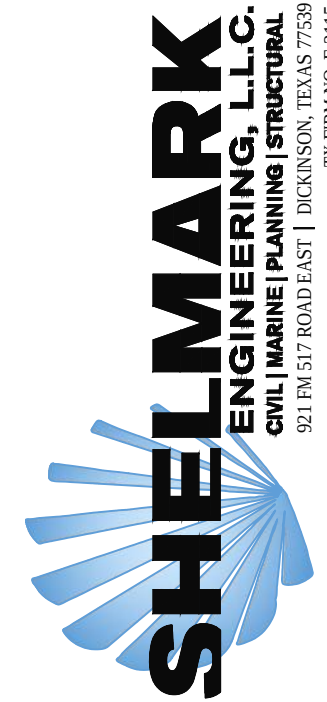
BROADWAY STREET

(150' RIGHT-OF-WAY)



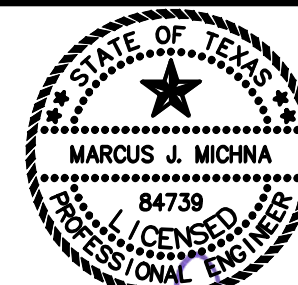
FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROJECT:



ISSUED FOR

10/10/11
RE: 10/10/11
10/10/11
T: DOT RE: 10/10/11



D: G NAME:

SITE PLAN

D: G NO:

C101

SCALE:

1" = 10'

D: G NO:

10/10/11

CLI

RE: 10/10/11

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SURVEY NOTES:

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

ELEV. 6.28 FEET NAVD 1988, 2001 ADJUSTED.

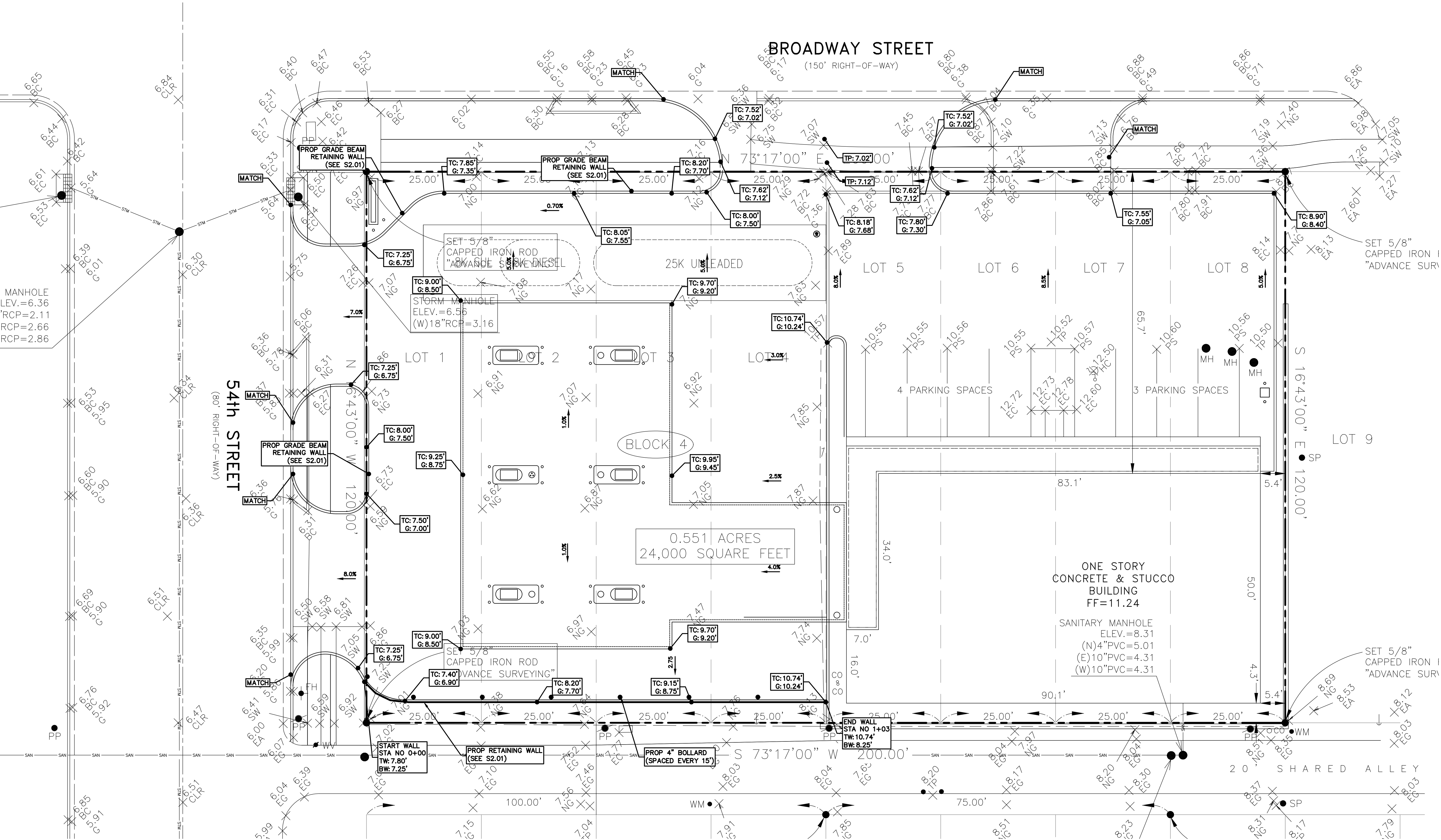
GRADING LEGEND

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

1.0% PAVEMENT SLOPE

10 0 10 20 30 Feet

SCALE: 0"=10'



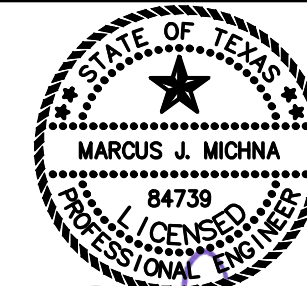
FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROJECT:



ISSUED FOR:

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



DWG NAME:

GRADING PLAN

DWG NO:

C10

SCALE:

1" = 10'

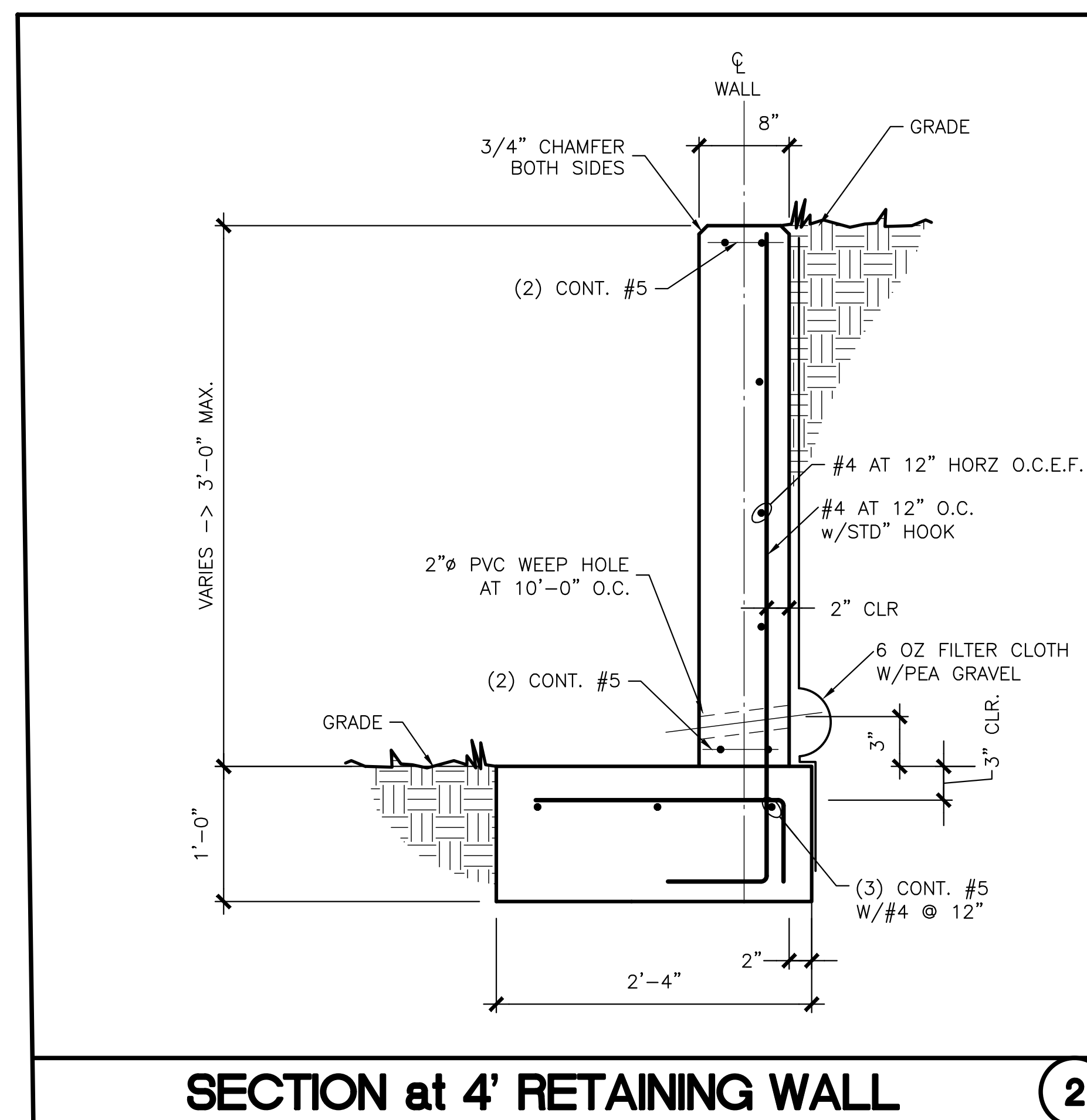
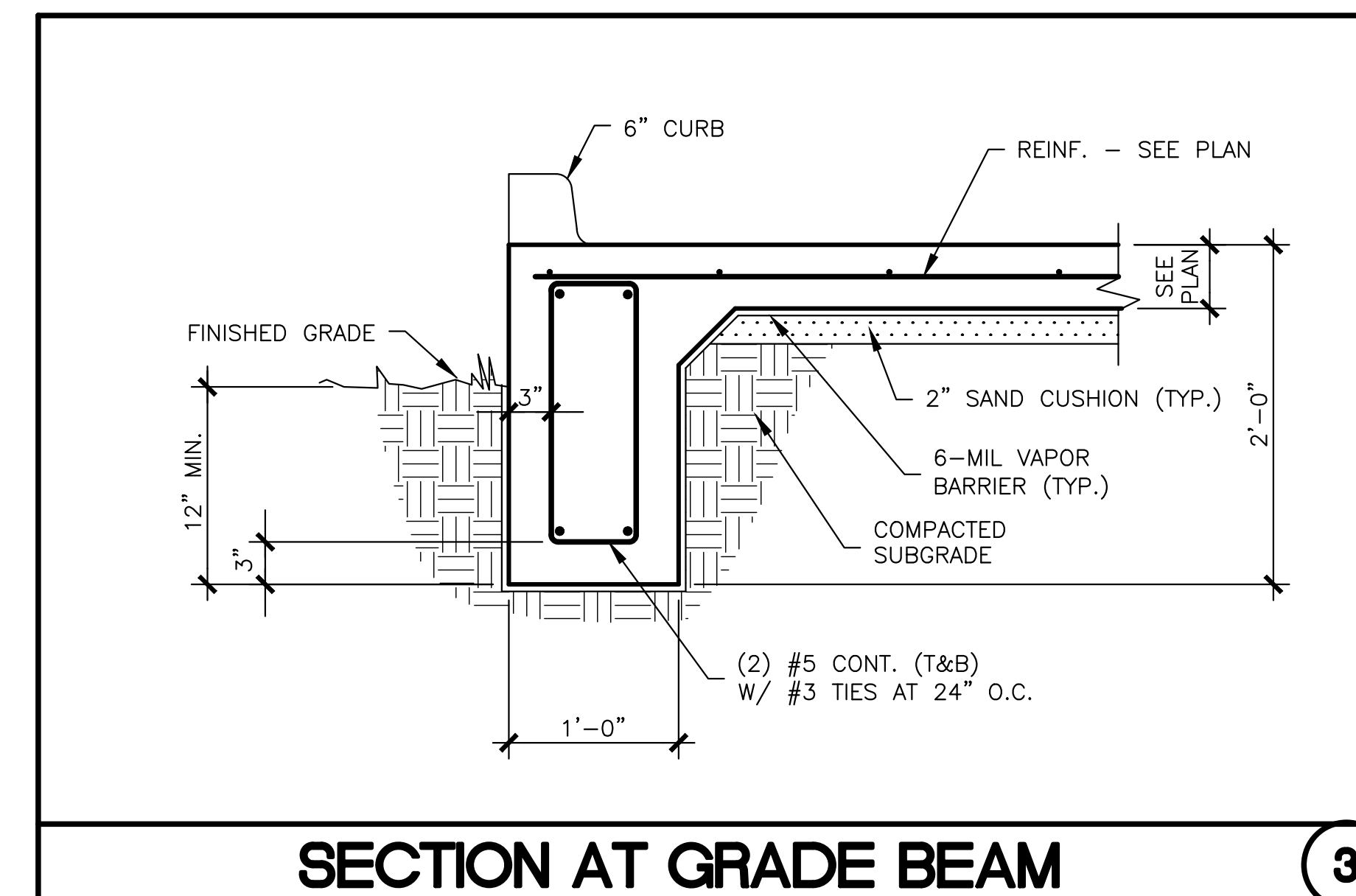
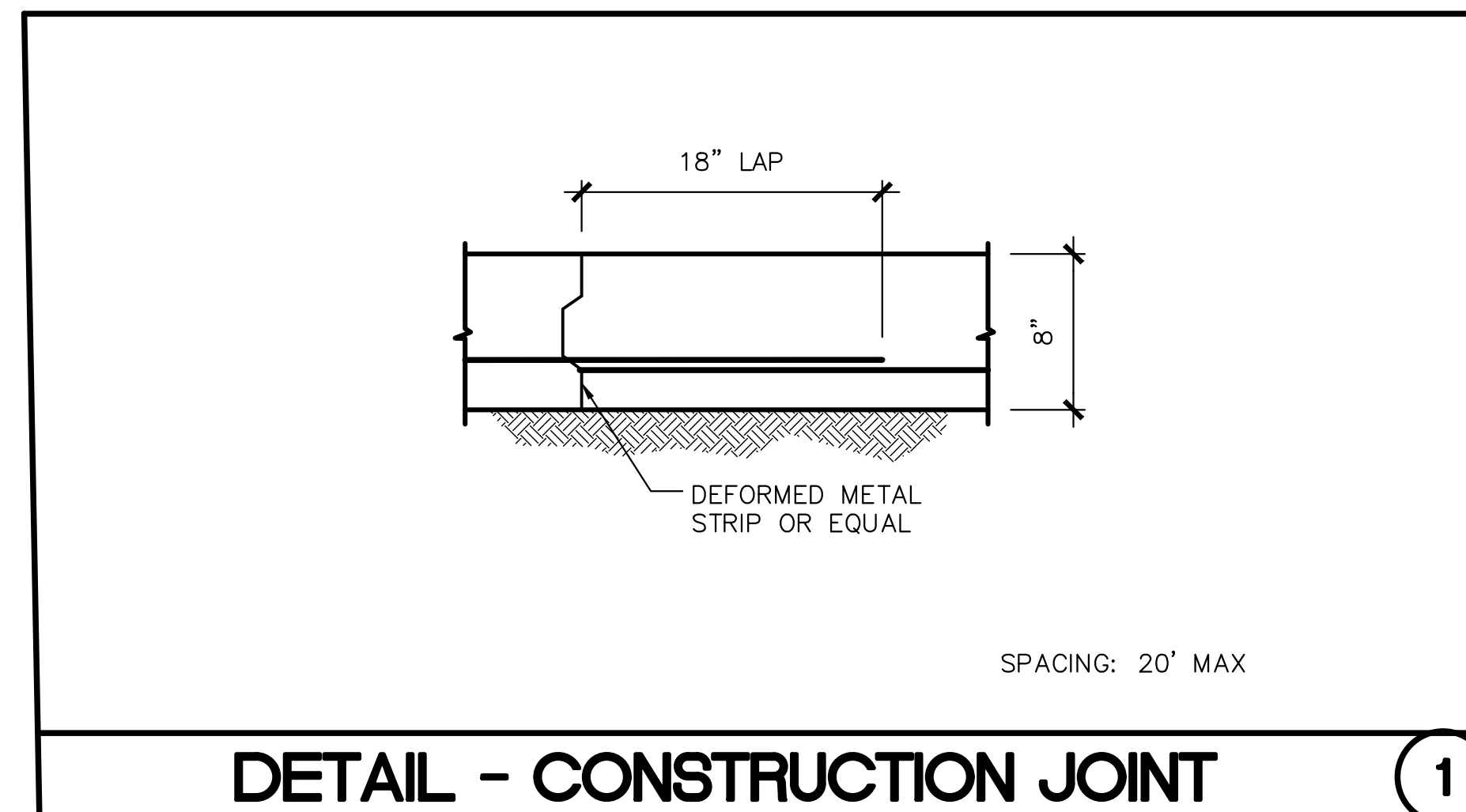
DATE:

10/10/11

BY:

CLI

REVISION:



STRUCTURAL NOTES:

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

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

CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO THE EARTH:.....3"
CONCRETE EXPOSED TO EARTH OR WEATHER:.....1-1/2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND:..3/4"

11. PIPING AND ELECTRICAL SHALL BE UNDER THE SLAB AND SLEEVED THROUGH ALL GRADE BEAMS.

12. STIRRUPS SHALL BE NO. 3 BARS SPACED PER PLANS. ALTERNATE METHODS MUST BE PRE-APPROVED BY ENGINEER.

13. STIRRUP DEPTH TO BE BEAM DEPTH (BELOW DROPS) LESS 7" (UNLESS NOTED OTHERWISE).

14. MOISTURE LOSS IN THE SOILS SHALL BE MINIMIZED.

15. PROVIDE CRACK CONTROL JOINTS AT 20 FEET CENTERS EACH WAY AT ALL WALL AREAS ADJACENT TO COLUMN.

EXHIBIT F

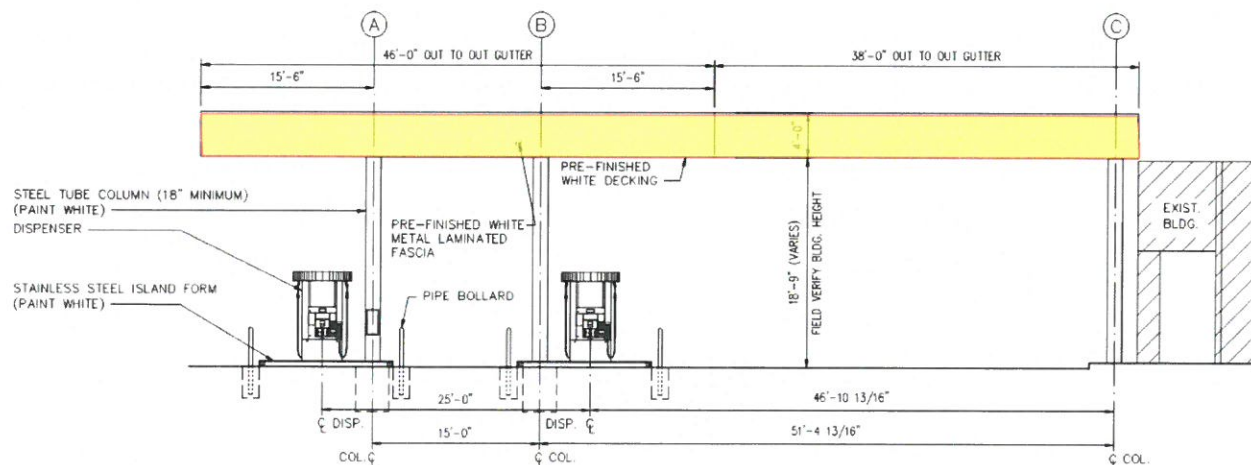
Shop & Drive 5327 Broadway Blvd. Planned Unit Development (P.U.D)

Revision of Development Plan

The Shop & Drive (5327 Broadway) PUD package has been revised to address three (3) items discussed during the presentation of the PUD to City Council on December 2017. The items revised are the canopy height, existing elevation grade and proposed wall.

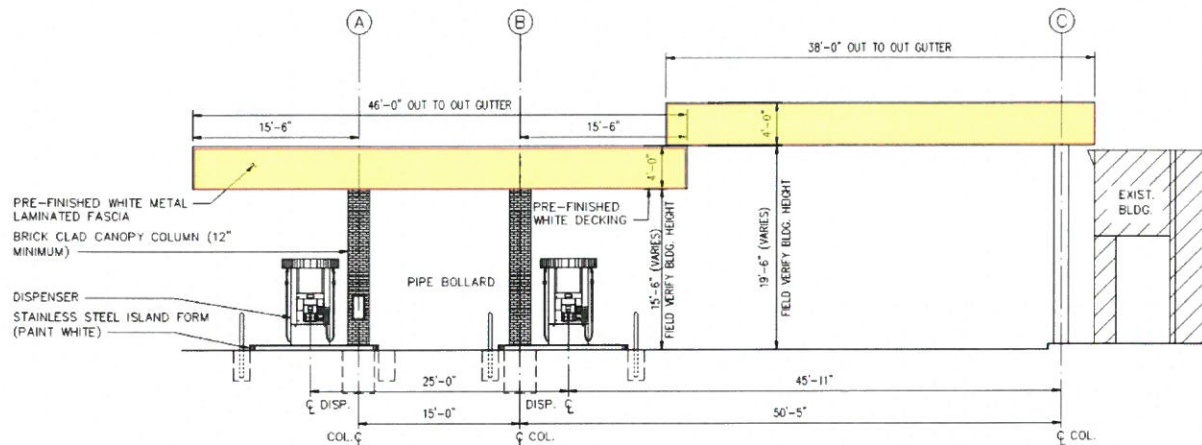
Item one was a canopy is being proposed to protect customers from the weather conditions while using the fuel service station. The entire canopy was originally proposed at an elevation of twenty-two feet and nine inches (22'-9"). This proposed elevation raised the entire canopy over the existing building by four feet (4'). The concern was related to aesthetics and how it would look next to the existing building. (See Image A - Original proposed canopy.)

Image A - Original proposed canopy.



The proposed canopy has been revised so that it is stair stepped in elevation to not have the entire canopy over the existing building. Refer to the architectural renderings that demonstrate the revised canopy look. (See Image B - Revised proposed canopy.)

Image B - Revised proposed canopy.



The second item brought up was Ordinance 17-014 which requires a maximum grade change from Broadway not to exceed thirty inches (30"). The difference in elevation from Broadway to the existing building is 52". The existing building is not being modified, but the entire existing parking lot will be demolished and re-graded to improve the transition slopes into the site.

The third item brought up was the screening wall material for the south property line. The screening wall material will be changed from wood to masonry per request from the planning department. The wall will be painted to meet the Planning Department requirements. (See Exhibit A - Architectural renderings (4 pages) attached.)

EXHIBIT G

GENERAL NOTES:

1. REFERENCE LINES AND GRADES

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

2. EXISTING UTILITIES

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

B. PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.

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

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

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

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

3. EXISTING CONDITIONS:

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

4. PERMITS:

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

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

5. SAFETY:

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

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

SURVEY NOTES:

FLOODPLAIN REFERENCE MARK NUMBER AWD461 IS A VERTICAL CONTROL DISK SET IN A RETAINING WALL OR CONCRETE LEDGE. AT 8222 HARBORSIDE DRIVE, IN TOP OF AND 1 FOOT WEST OF THE EAST END OF THE NORTH CONCRETE HEADWALL OF A CULVERT UNDER A PAVED ROAD LEADING TO A RAILROAD DRAW BRIDGE, 173.9 FEET WEST OF THE DRIVE CENTER, 88.6 FEET EAST OF THE CENTER OF A DRIVEWAY, 41.7 FEET SOUTH OF THE SOUTHWEST CORNER OF THE LUGUS CONSTRUCTION COMPANY AT 8222 HARBORSIDE DRIVE, 18.4 FEET NORTH OF THE ROAD CENTER, AND 1.0 FEET ABOVE THE LEVEL OF THE ROAD.

ELEV. 6.28 FEET NAVD 1988, 2001 ADJUSTED.

10 0 10 20 30 Feet
SCALE: 0"=10'

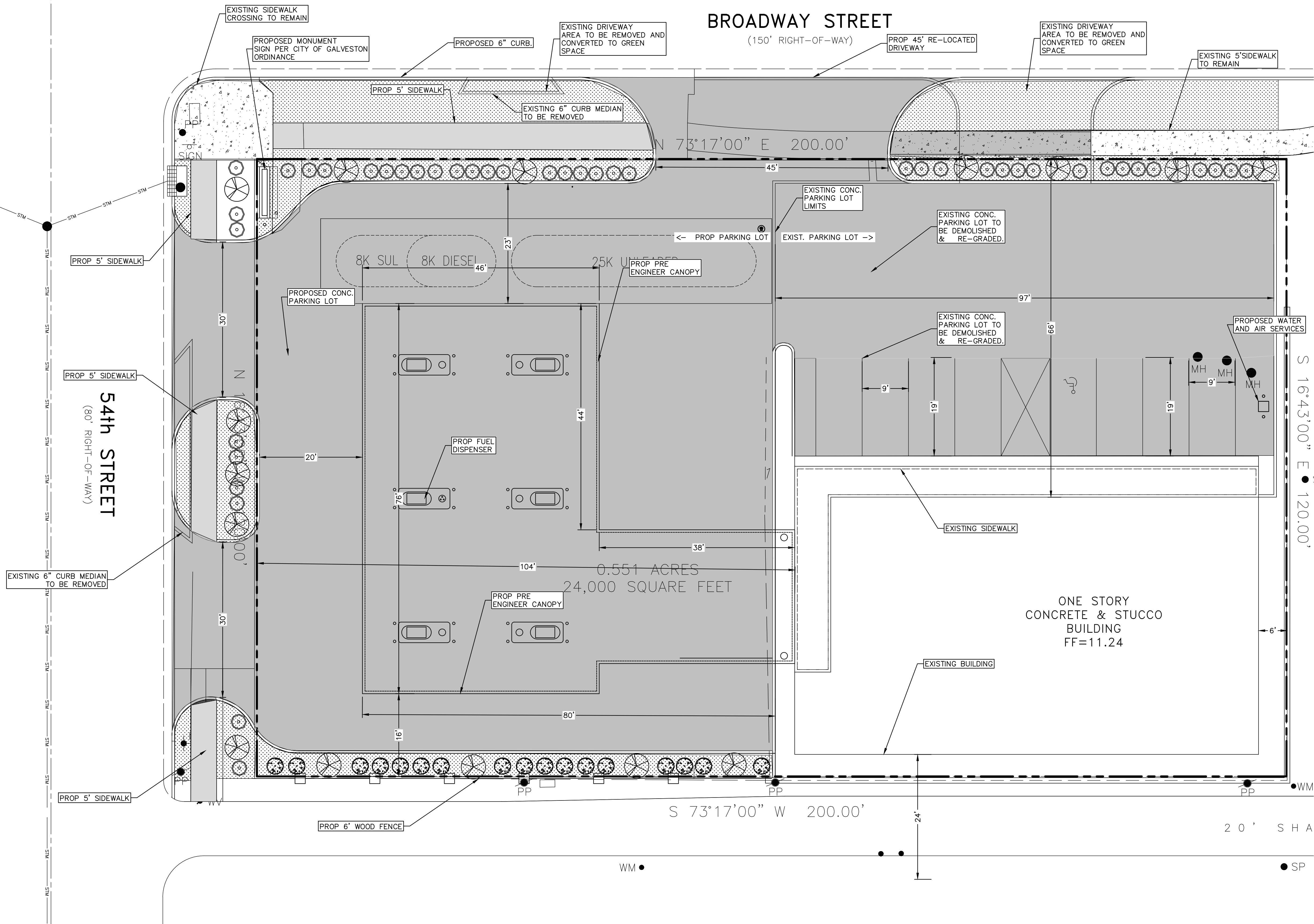


NEW DEVELOPMENT - PLANT MATERIAL LIST

SYMBOL	COMMON/SCIENTIFIC NAME	USE	REQ	PROVIDED	CALIPER	HEIGHT
	CRAPEMYRTLE/ LAGERSTROEMIA INDICA (305/20' = 15)	FRONTAGE	15 EA	15 EA	30 GALL	6'
	OLEANDER/NERIUM (101 LF / 4 FT = 25 EA)	SCREENING	50	50	2 1/2"	6'
	WAX MYRTLE/ MYRICA CERIFERA (202 LF / 4' = 50 EA)	PARKING SCREENING	50	50	3 GAL.	48" SPACING
	ST. AUGUSTINE	GROUND COVER	SOLID SOD			

BROADWAY STREET

(150' RIGHT-OF-WAY)



FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROJECT:



ISSUED FOR

10/10/10
REVISION
10/10/10
T-DOT REVISION
10/10/10
GRADING REVISION



DWG NAME:

SITE PLAN

DWG NO:

C101

SCALE:

1" = 10'

10/10/10

REVISION

C

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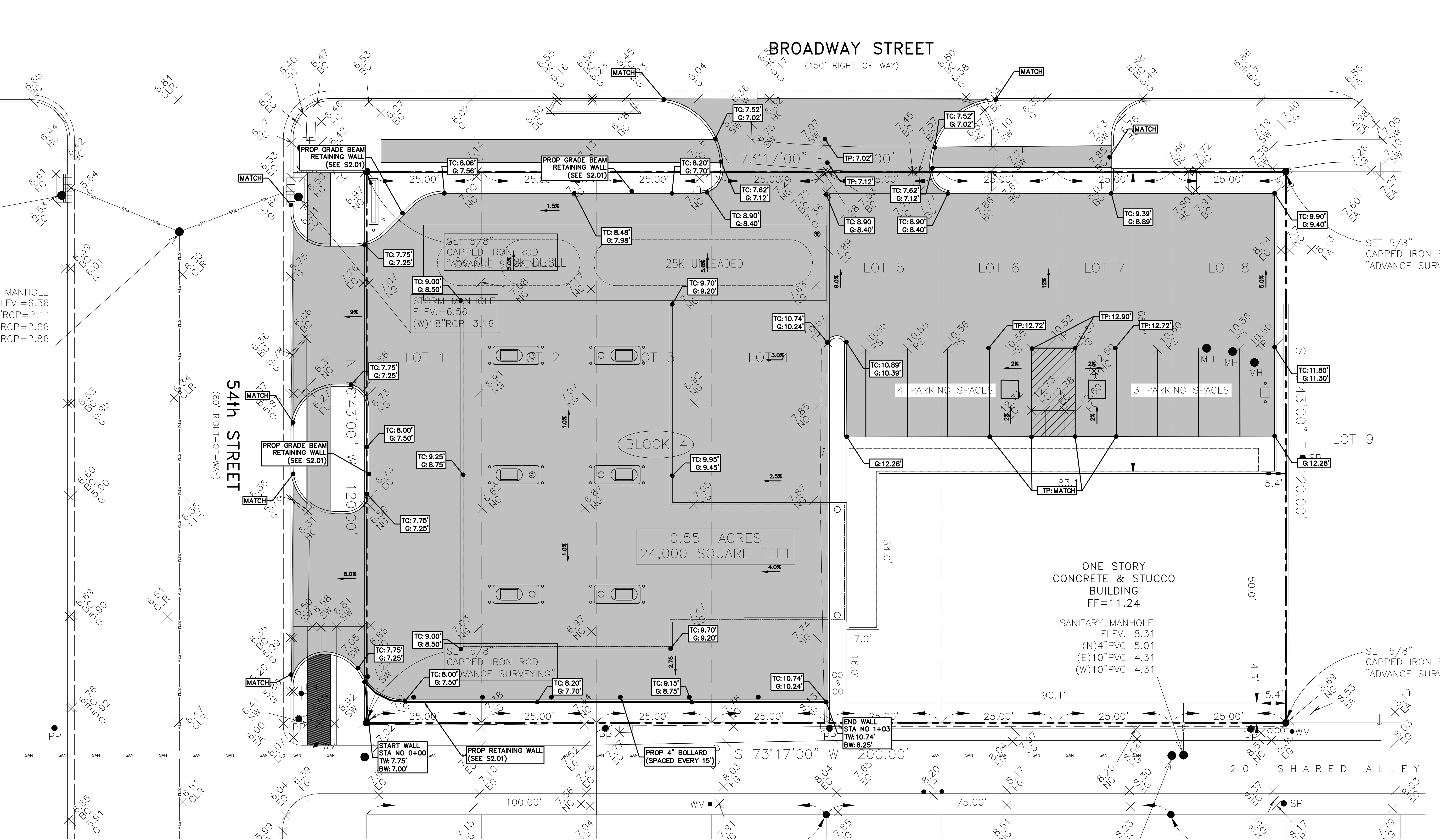
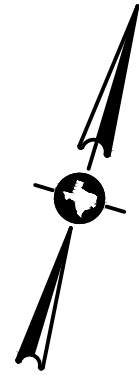
GRADING LEGEND

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

1.0% PAVEMENT SLOPE

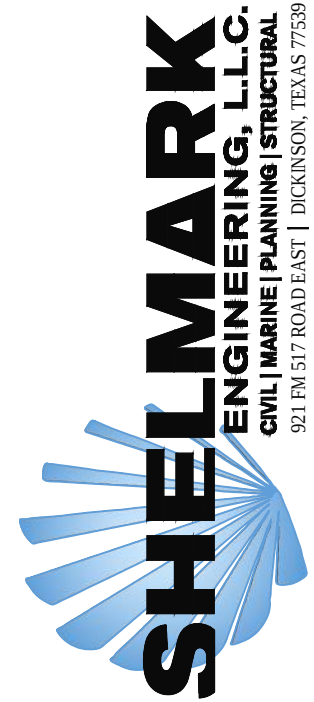
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SCALE: 0"=10'



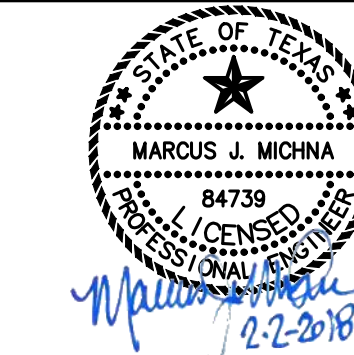
FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROJECT:



ISSUED FOR:

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



DWG NAME:

GRADING PLAN

DWG NO:

C10

SCALE:

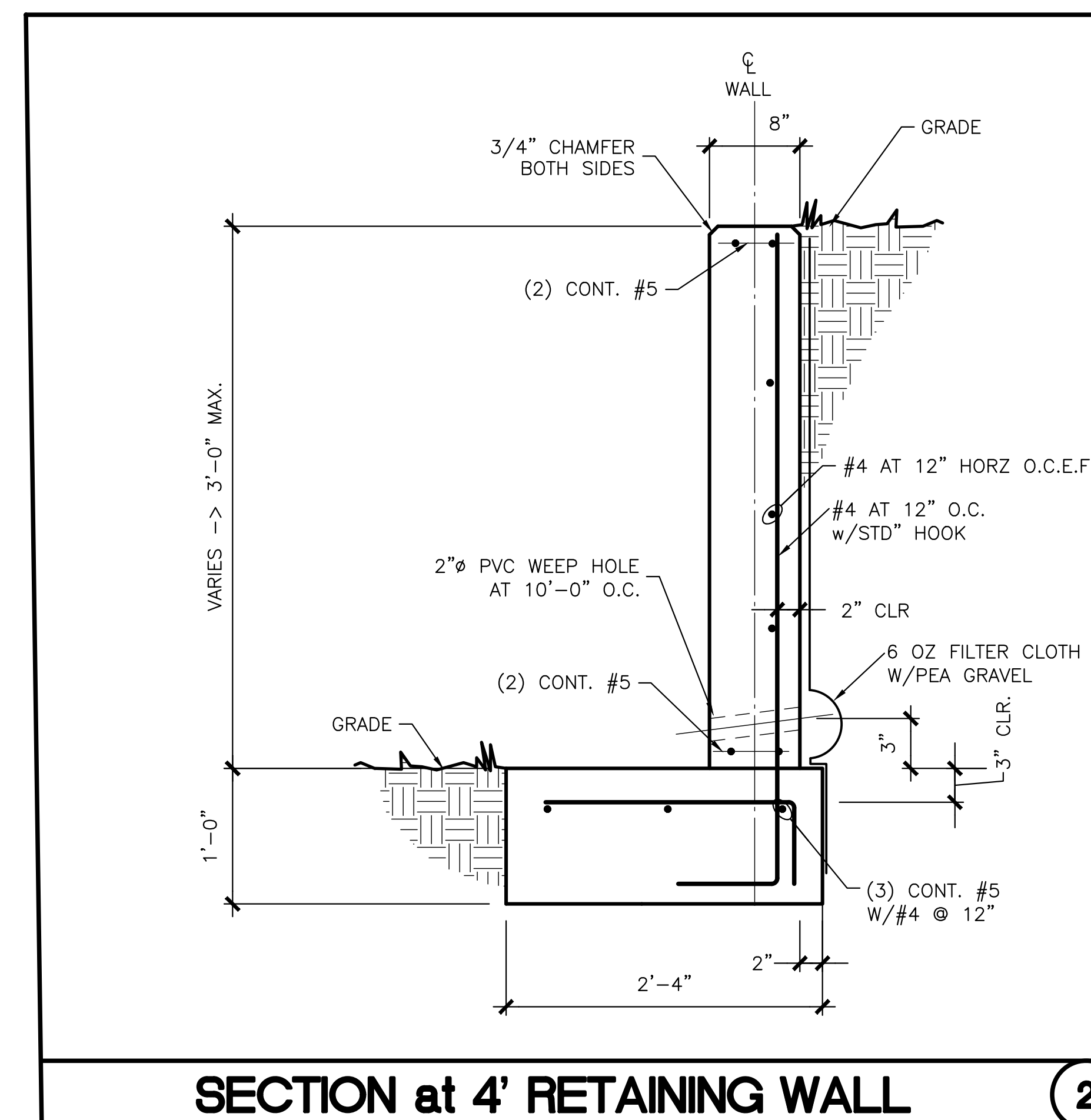
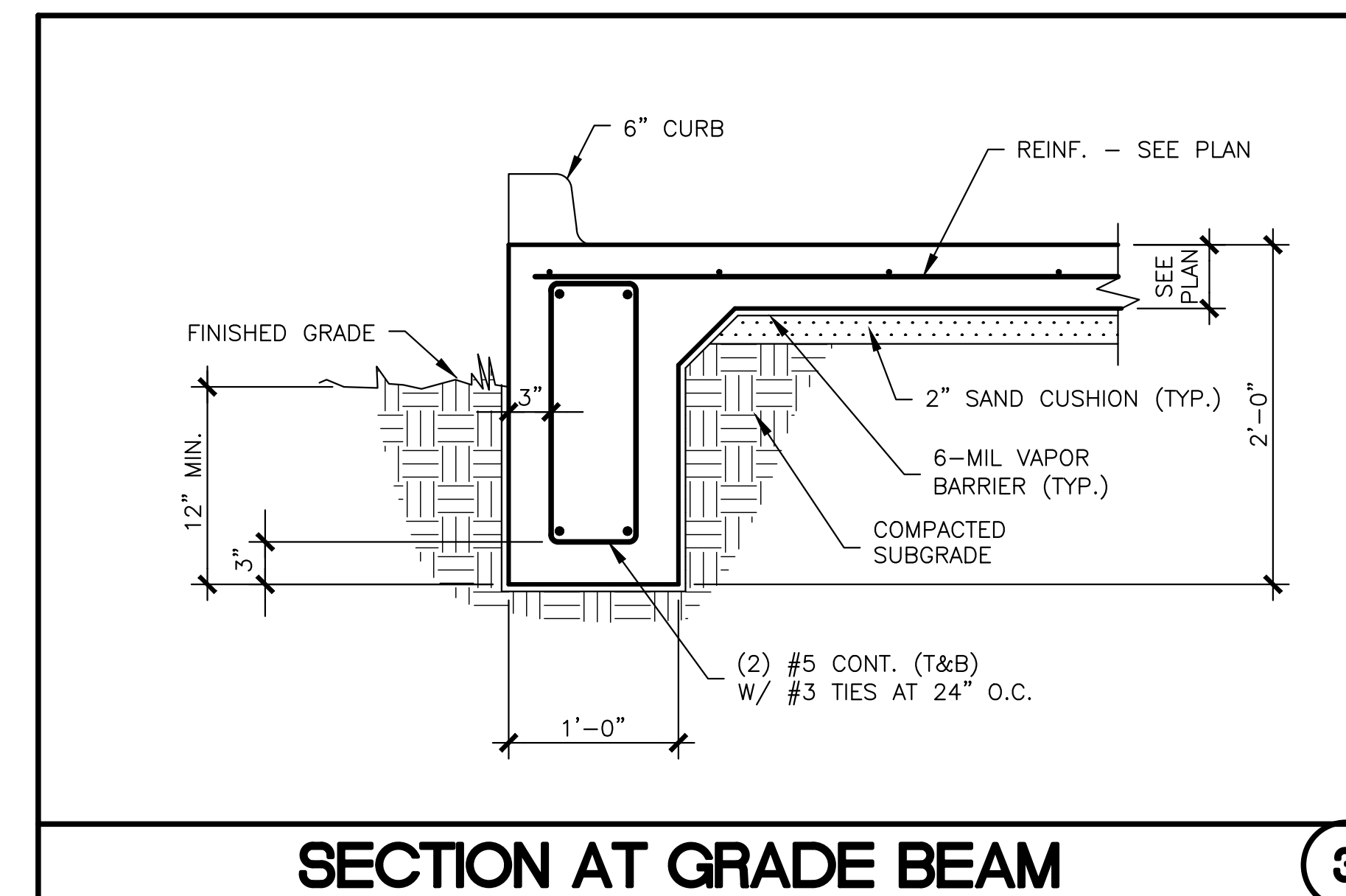
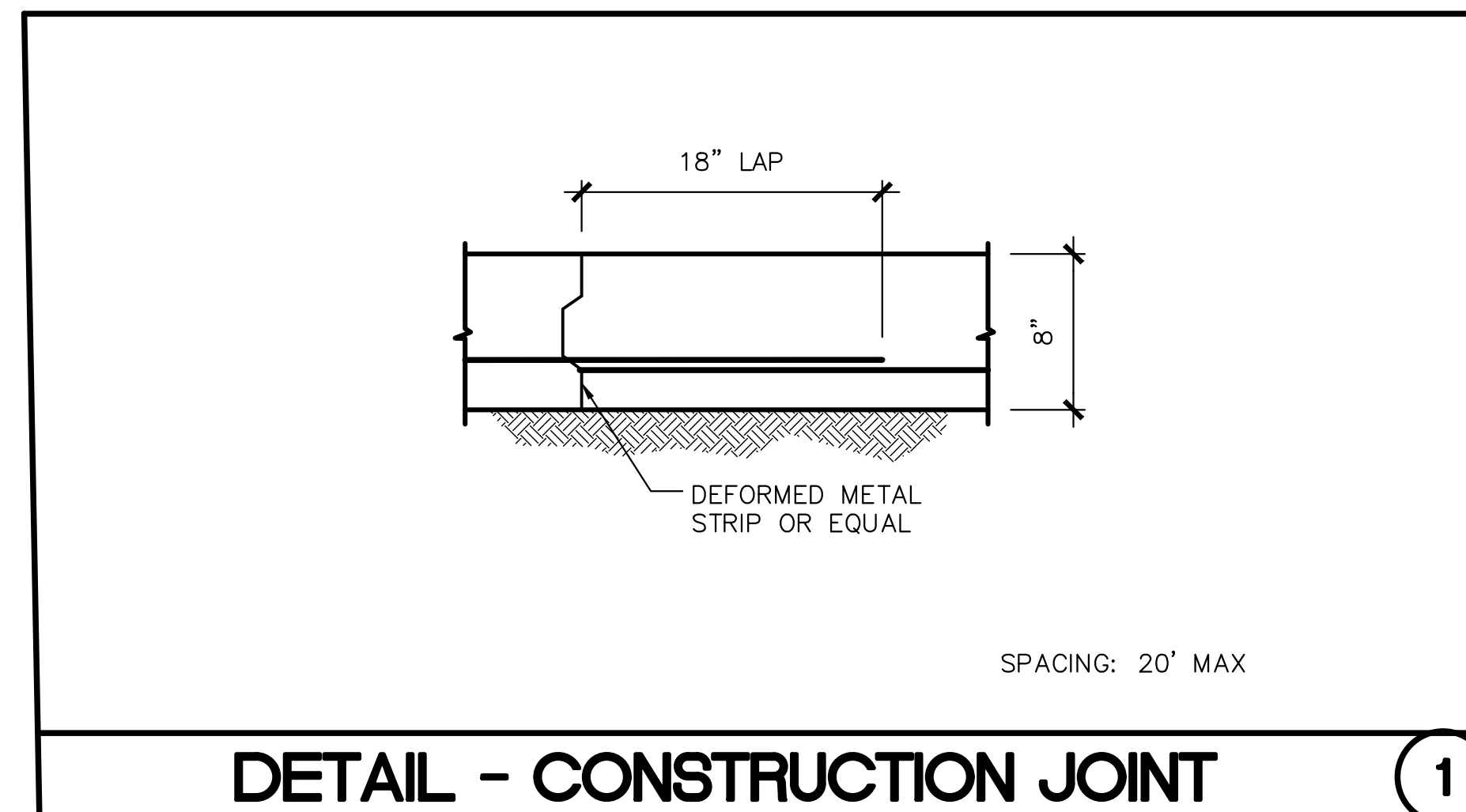
1" = 10'

10' = 10'

CLI

REVISION

C



STRUCTURAL NOTES:

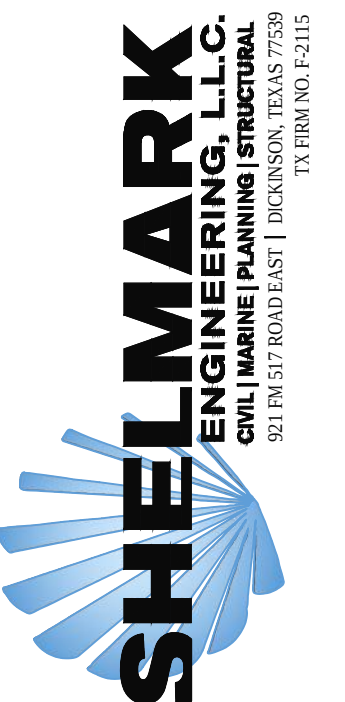
1. THE SOILS ARE ASSUMED TO BE LEVEL ON THIS SITE AND WITHIN 25' OF THE SITE.
2. THE SOILS AT THIS SITE ARE EXPANSIVE. THE WALL AND FOOTING HAS BEEN DESIGNED WITH THE ASSUMPTION THAT SOME MOVEMENT OF THE FOUNDATION CAN BE TOLERATED.
3. DO NOT PLANT TREES CLOSER THAN 20 FEET TO THE SLAB. REMOVE ALL EXISTING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

CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO THE EARTH:.....3"
CONCRETE EXPOSED TO EARTH OR WEATHER:.....1-1/2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND:.....3/4"

11. PIPING AND ELECTRICAL SHALL BE UNDER THE SLAB AND SLEEVED THROUGH ALL GRADE BEAMS.
12. STIRRUPS SHALL BE NO. 3 BARS SPACED PER PLANS. ALTERNATE METHODS MUST BE PRE-APPROVED BY ENGINEER.
13. STIRRUP DEPTH TO BE BEAM DEPTH (BELOW DROPS) LESS 7" (UNLESS NOTED OTHERWISE).
14. MOISTURE LOSS IN THE SOILS SHALL BE MINIMIZED.
15. PROVIDE CRACK CONTROL JOINTS AT 20 FEET CENTERS EACH WAY AT ALL WALL AREAS ADJACENT TO COLUMN.

FUEL ADDITION
5327 BROADWAY
GALVESTON, TEXAS

PROJECT:



ISSUED ☐ OR	
	10 10 10 RE ☐ IE ☐
	10 10 10 T DOT RE ☐ IE ☐
	1 1 1 1 GRADING RE ☐ IE ☐



DWG NAME:
STRUCTURAL
DETAILS

D □ G NO:

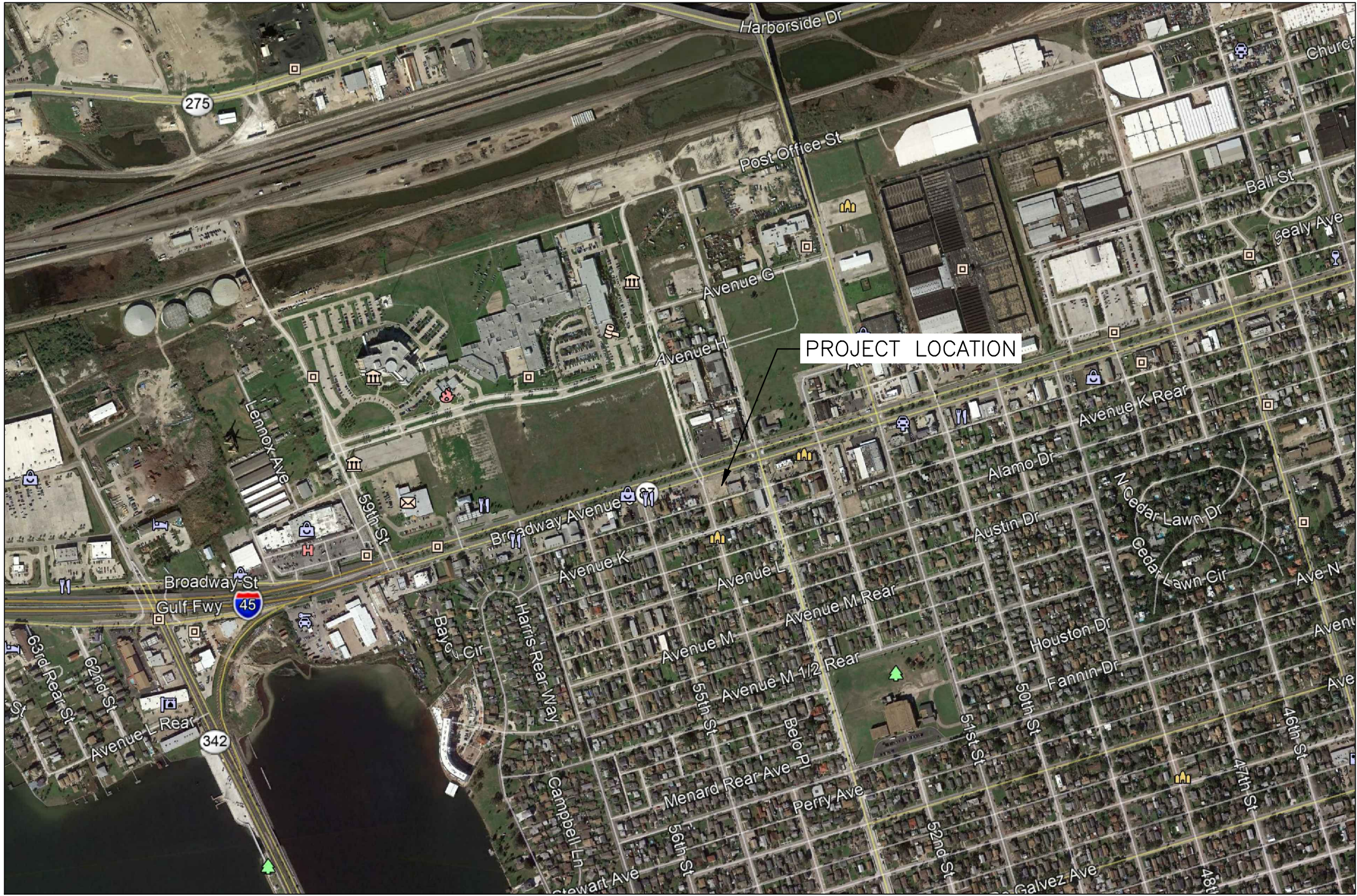
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SHOP-N-DRIVE FUEL ADDITION

5327 BROADWAY, GALVESTON TEXAS 77551



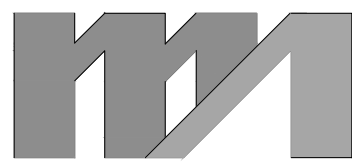
PROJECT LOCATION

INDEX OF DRAWINGS

0.00	COVER
0.01	SURVEY
CIVIL	
C1.01	SITE PLAN
C1.02	SITE GRADING PLAN
S2.01	STRUCTURAL DETAILS
FUEL	
FS1.0	FUEL SITE PLAN
GA1.0	CANOPY ELEVATIONS
GM2.1	TANK PLAN & DETAILS
GM2.2	FUEL SYSTEM DETAILS
GM2.3	FUEL SYSTEM DETAILS
GM2.4	FUEL SYSTEM DETAILS



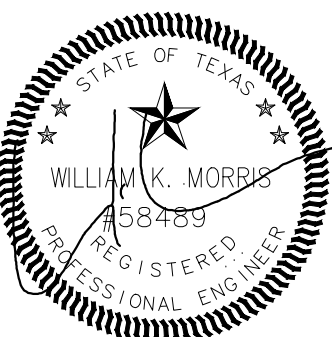
VICINITY MAP



morris + associates
Build on Our Strengths

FIRM # 1449
14139 HUFFMEISTER ROAD
CYPRESS, TX. 77429
(832) 334-5001

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FIRM#1441 02/08/2018

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

DATE	REVISIONS
10/05/2017	PERMIT ISSUE
10/24/2017	SITE PLAN REVISION: NEW DRIVEWAY LOCATION
02/09/2018	GAS CANOPY REVISION

Drawn MCM

Checked

PERMIT ISSUE

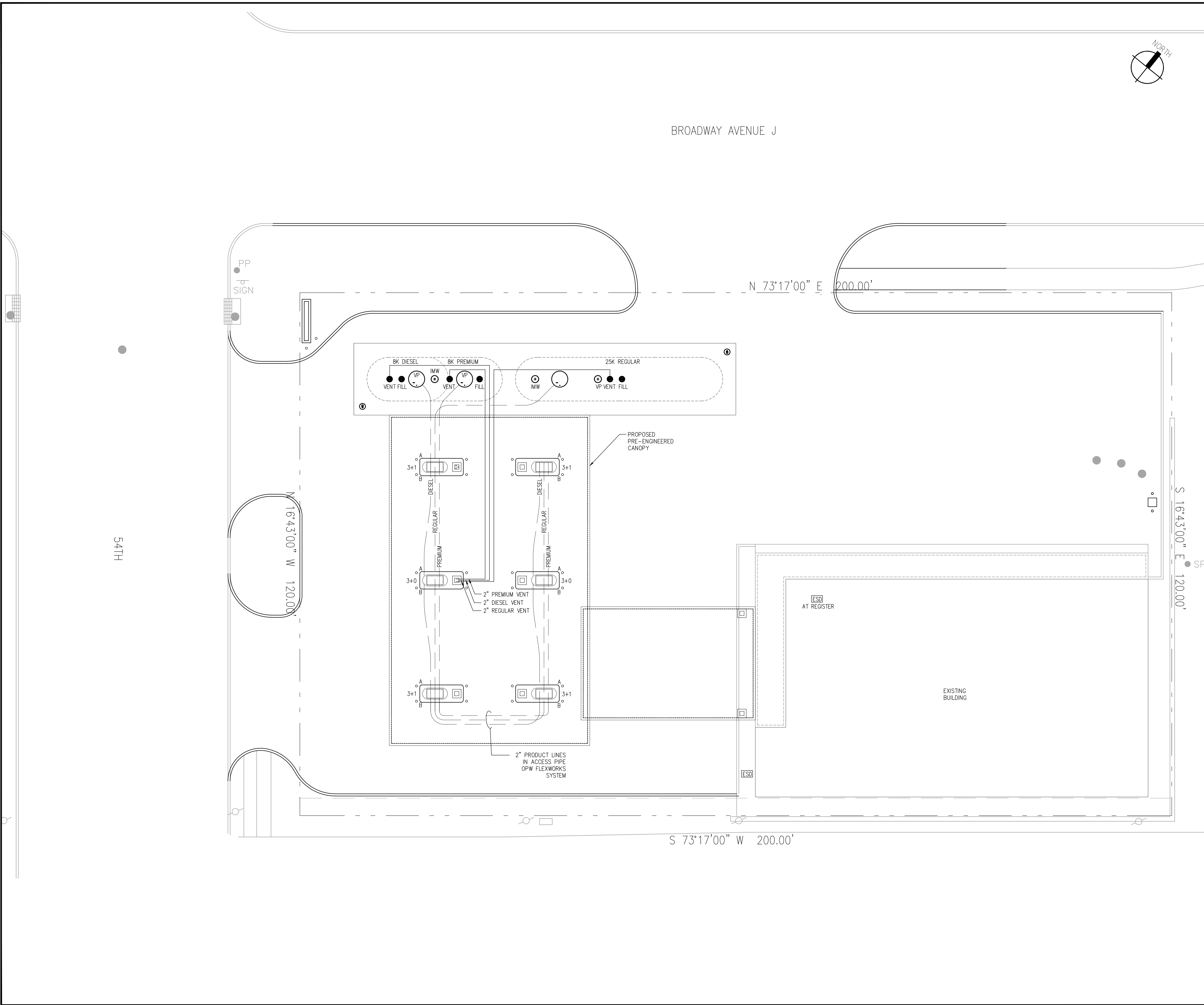
Project No. 4169

Title

COVER

Sheet No.

0.00



SCOPE OF WORK SUMMARY:

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

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

- FUEL SYSTEM NOTES:
- ALL COMPONENTS OF THE SELF-SERVE FUELING SYSTEM ARE TO BE IN COMPLIANCE WITH AND SHALL COMPLY WITH NFPA 70, 30 & 30A. FACILITY SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS.
 - AN AS-IS LAYOUT OF ALL FUEL PRODUCT AND VENT LINES ARE TO BE SUBMITTED UPON COMPLETION TO BE FILED FOR FUTURE REFERENCE.
 - ALL SUBPUMPS SHALL HAVE AN APPROVED DIGITAL LEAK DETECTOR.
 - BREAKAWAYS ARE TO BE INSTALLED ON ALL DISPENSER HOSES.
 - DISPENSER NOZZLES SHALL BE LISTED FOR USE AT PREPAY STATIONS.
 - ALL PRODUCT LINES ARE TO BE 2" OPW FLEXWORKS WITH SECONDARY CONTAINMENT SYSTEM. CONTAINMENT SUMPS ARE TO BE PLACED AT SUB-PUMPS AND UNDER EACH DISPENSER. SPILL CONTAINMENT AND OVERFILL PROTECTION ARE TO BE INSTALLED ON ALL TANKS. A TLS-450 (OR EQUAL) SYSTEM IS TO BE INSTALLED.
 - THIS IS TO BE A 3+1-PRODUCT BLENDING SYSTEM USING 2 TANKS FOR GASOLINE. DIESEL TO BE PROVIDED AT DISPENSERS AS INDICATED.
 - THE ATTENDANT SHALL HAVE A CLEAR VIEW OF ALL DISPENSERS.
 - THE INTERCOM SPEAKER IS TO BE LOCATED INSIDE THE MPD.
 - OPERATING INST. AND WARNING SIGNS MUST BE CONSPICUOUSLY POSTED IN THE DISPENSING AREA.
 - CANOPY LIGHT INSTALLATION: IMMEDIATELY PRIOR TO INSTALLING FIXTURE, APPLY G.E. SCS 1202 SILICONE SEALANT COMPLETELY AROUND FIXTURE FLANGE, BETWEEN GASKET AND FIXTURE SIDES. SEALANT SHOULD RISE 1/4" ABOVE GASKET. AFTER INSTALLING FIXTURE, APPLY GENEROUS AMOUNT OF SEALANT AROUND THE ENTIRE FIXTURE FRAME, MAKING SURE THE AREA BETWEEN CEILING AND FIXTURE IS COMPLETELY SEALED.
 - AT LEAST ONE 4-A-B0-B-C FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 100' OF FUELING DISPENSERS.
 - EMERGENCY SHUTOFF SWITCH SHALL BE LOCATED BETWEEN 20 FEET AND 100 FEET OF DISPENSERS.
 - ELECTRICAL CONTRACTOR IS TO TEST THE EMERGENCY SHUTOFF SYSTEM AND REPORT THAT THE SYSTEM WORKS AS REQUIRED.
 - INSTALLER IS TO PROVIDE CERTIFICATION THAT THE TANK INSTALLATION IS IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA 30 AND THE TANK MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 - ALL ELECTRICAL WORK SHALL BE INSTALLED PER NFPA 30-A (CURRENT EDITION) AND NFPA 70 (CURRENT EDITION).
 - VENTS THAT RUN THROUGH CANOPY COLUMNS SHALL TERMINATE A MINIMUM OF 5 FEET ABOVE THE HIGHEST HORIZONTAL PROJECTION OF THE CANOPY.
 - TANKS ARE TO BE INSTALLED LEVEL - NOT TILTED. THIS IS IMPORTANT TO AVOID WATER COLLECTION IN THE END OF TANK.
- GAS PIPING NOTE
- THE SCHEMATIC LAYOUT SHOWN FOR THE GAS PIPING IS A SUGGESTION OF HOW THE PIPING SHOULD RUN. THE FIELD INSTALLER IS TO HAVE JURISDICTION ON INSTALLATION OF ALL THE FUEL PRODUCT PIPING AND RELATED COMPONENTS. DURING AND FOLLOWING THE INSTALLATION, THE INSTALLER IS TO DOCUMENT AS-BUILT INFORMATION FOR FUTURE REFERENCE AND RETURN SAME TO MORRIS + ASSOC. FOR RECORDING.
- LEGEND
- IMW = INTERSTITIAL MONITORING WELL WITH ELECTRONIC MONITORING PROBE
VP = VOLUME PROBE FOR ELECTRONIC GAUGING

morris + associates
Build on Our Strengths

FIRM # 1449
14139 HUFFMEISTER ROAD
CYPRESS, TX. 77429
(832) 334-5001

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WILLIAM K. MORRIS
58489
REGISTERED PROFESSIONAL ENGINEER

FIRM#1441 02/08/2018

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

DATE	REVISIONS	PERMIT ISSUE
10/05/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION	
10/24/2017	GAS CANOPY REVISION	
02/08/2018		

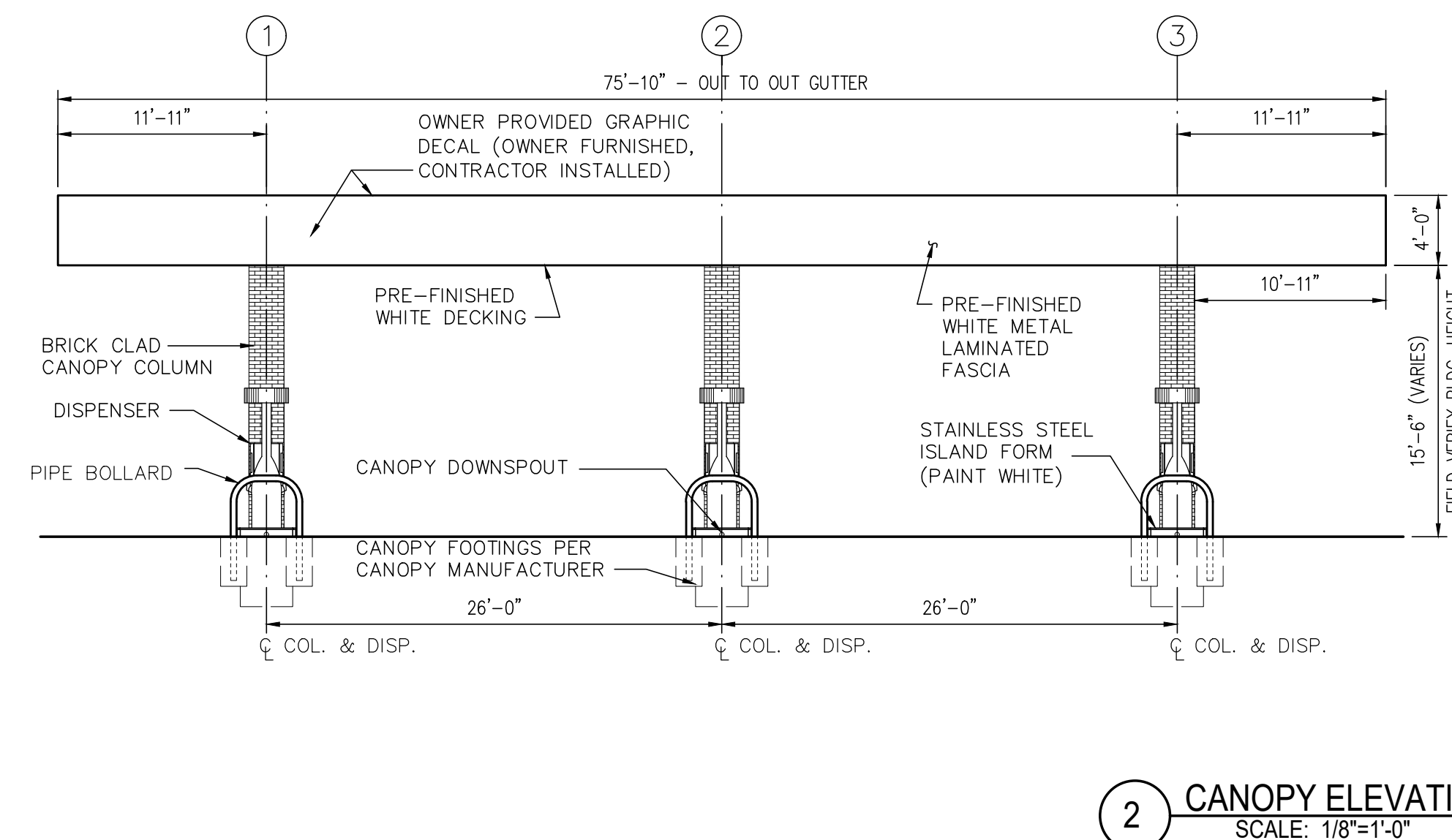
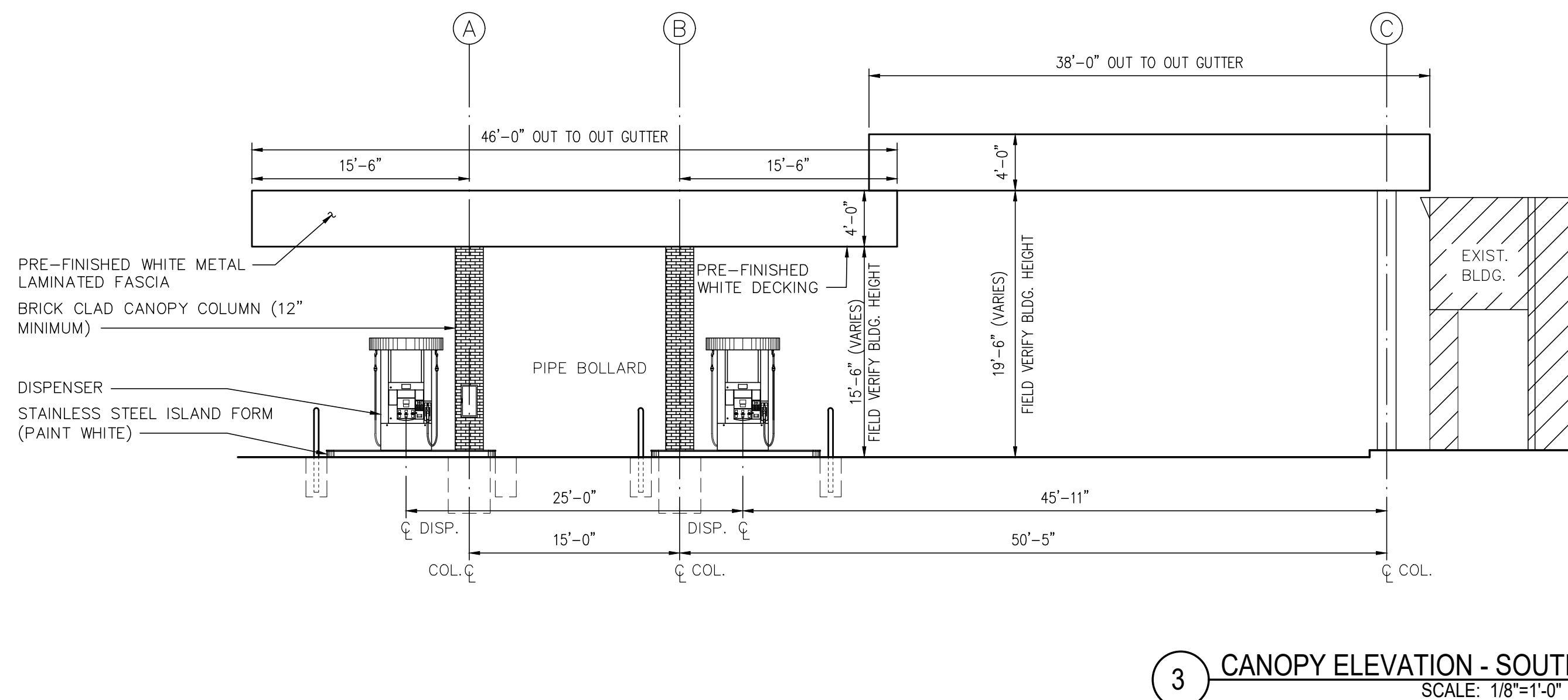
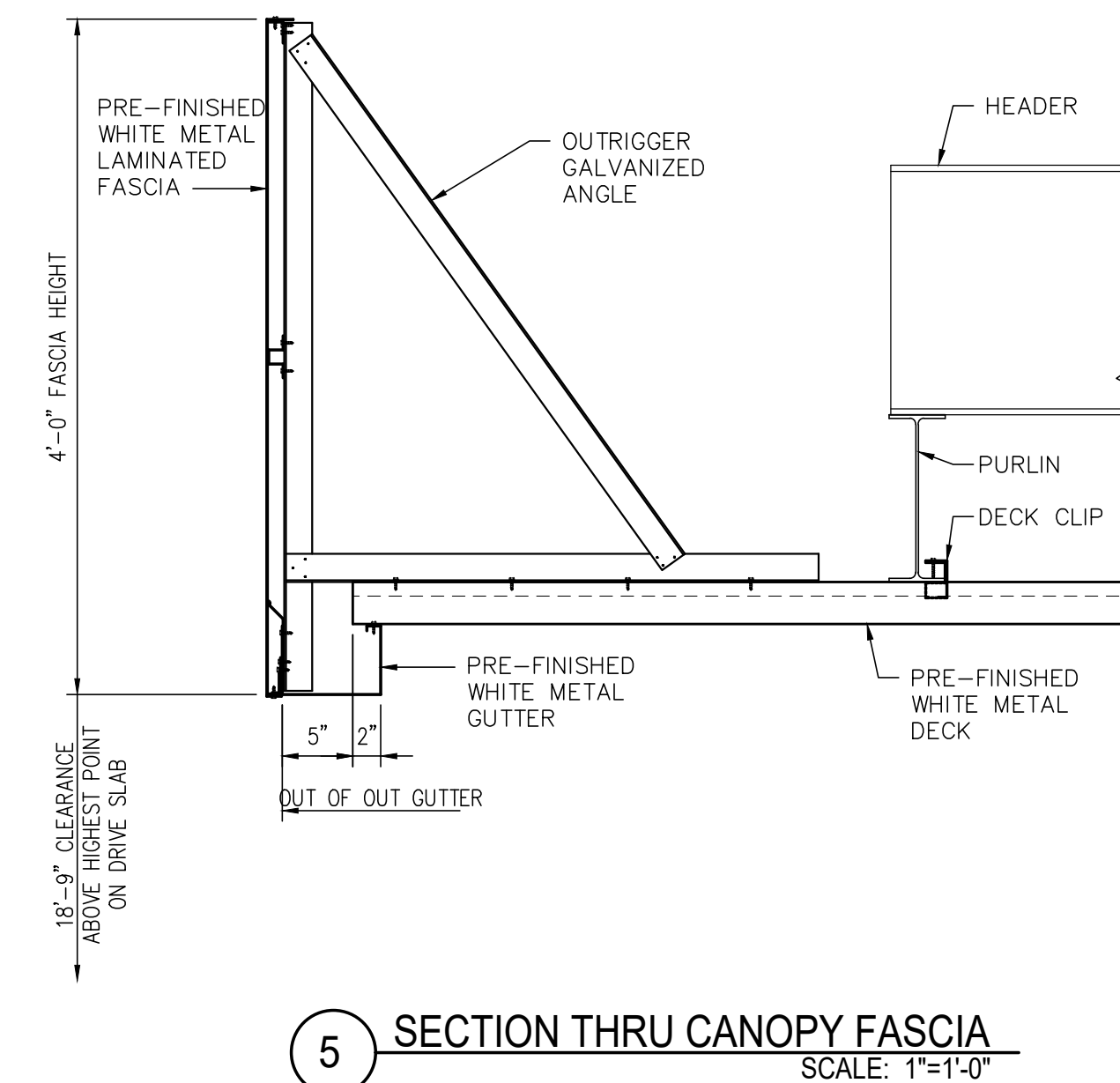
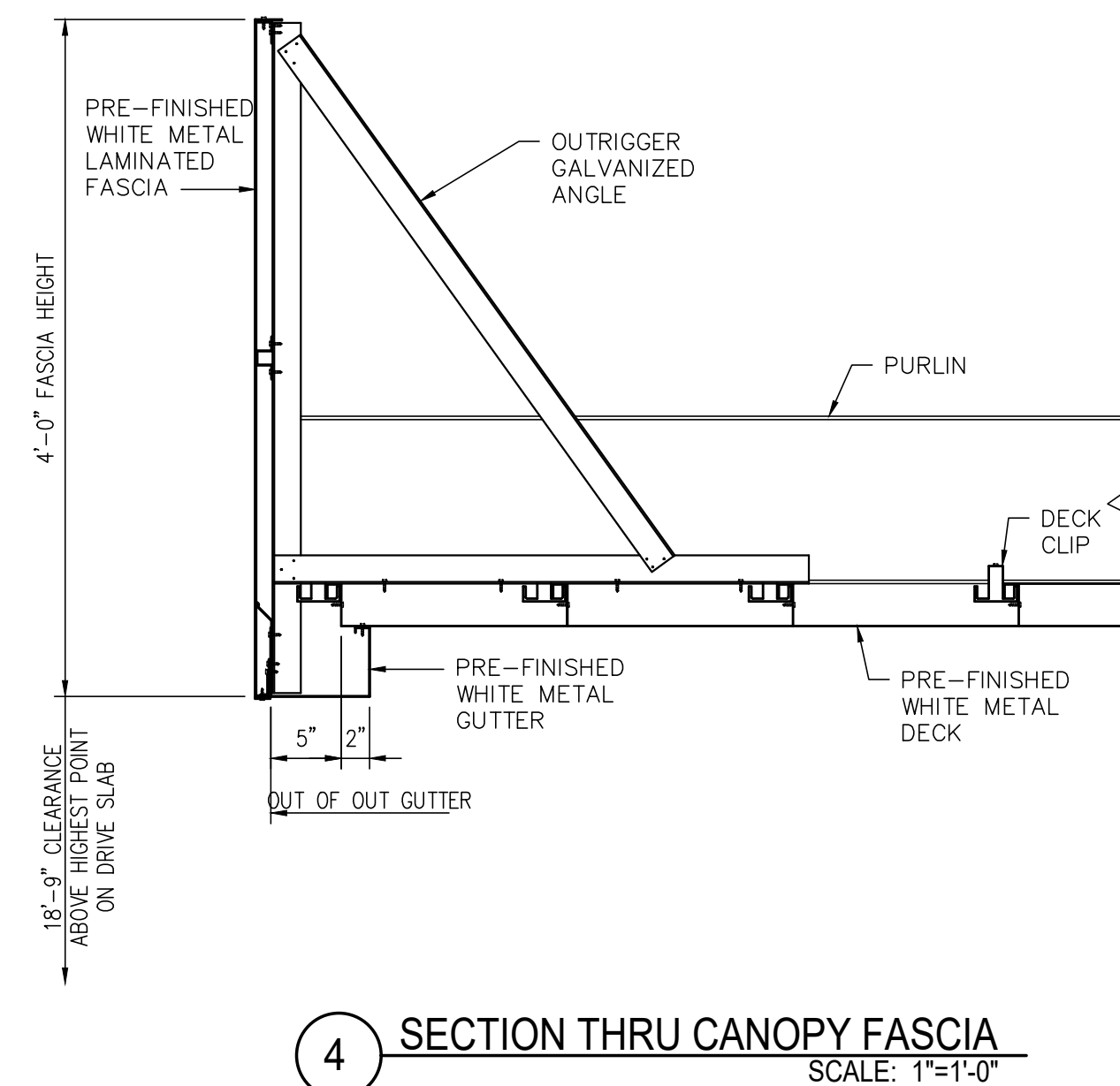
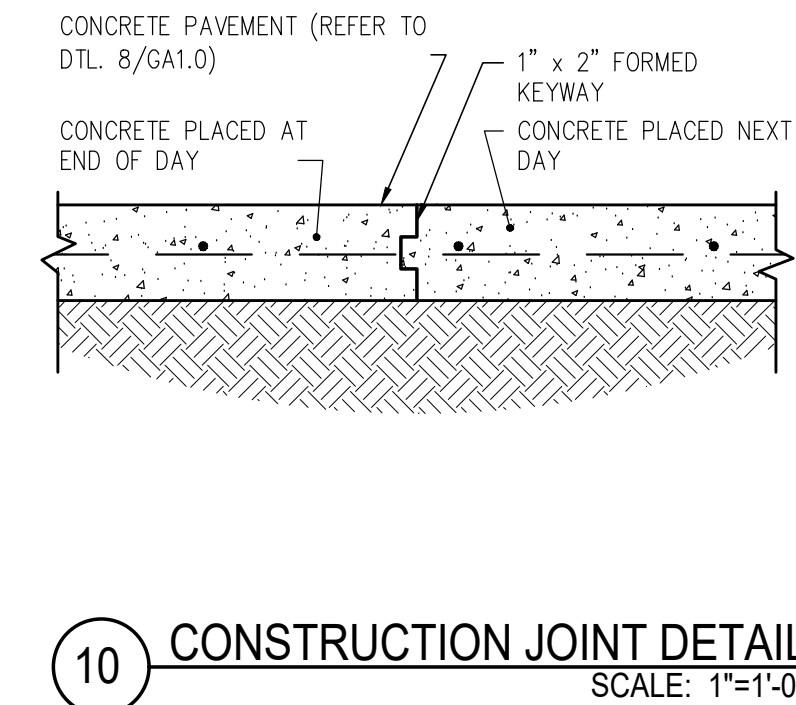
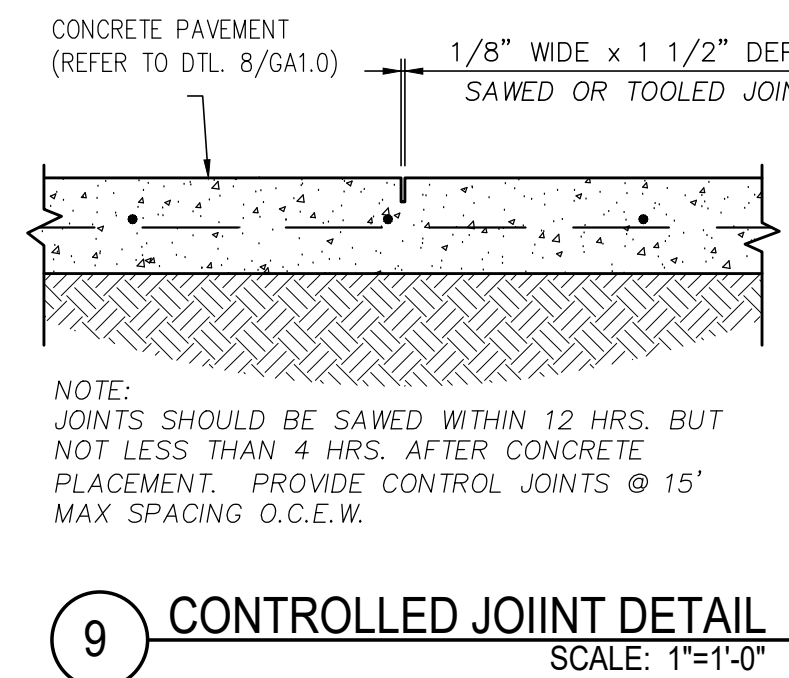
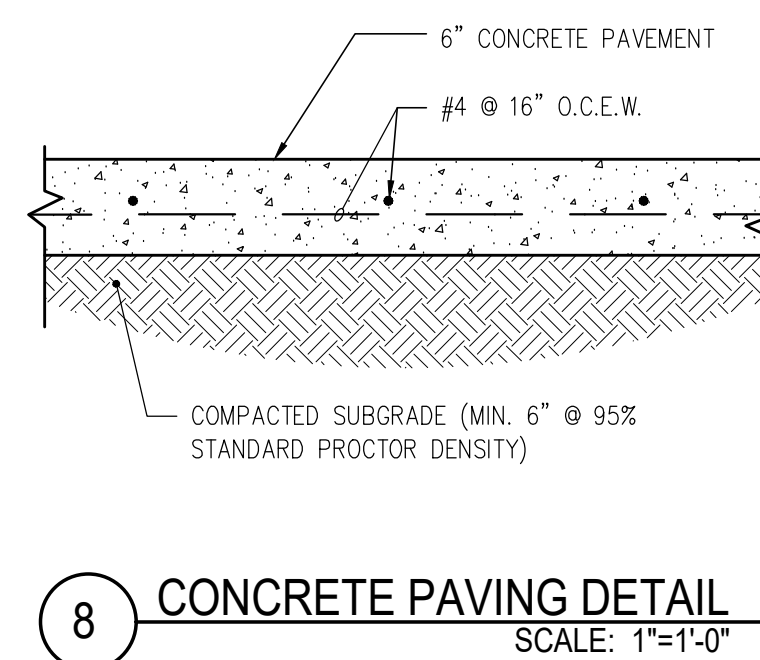
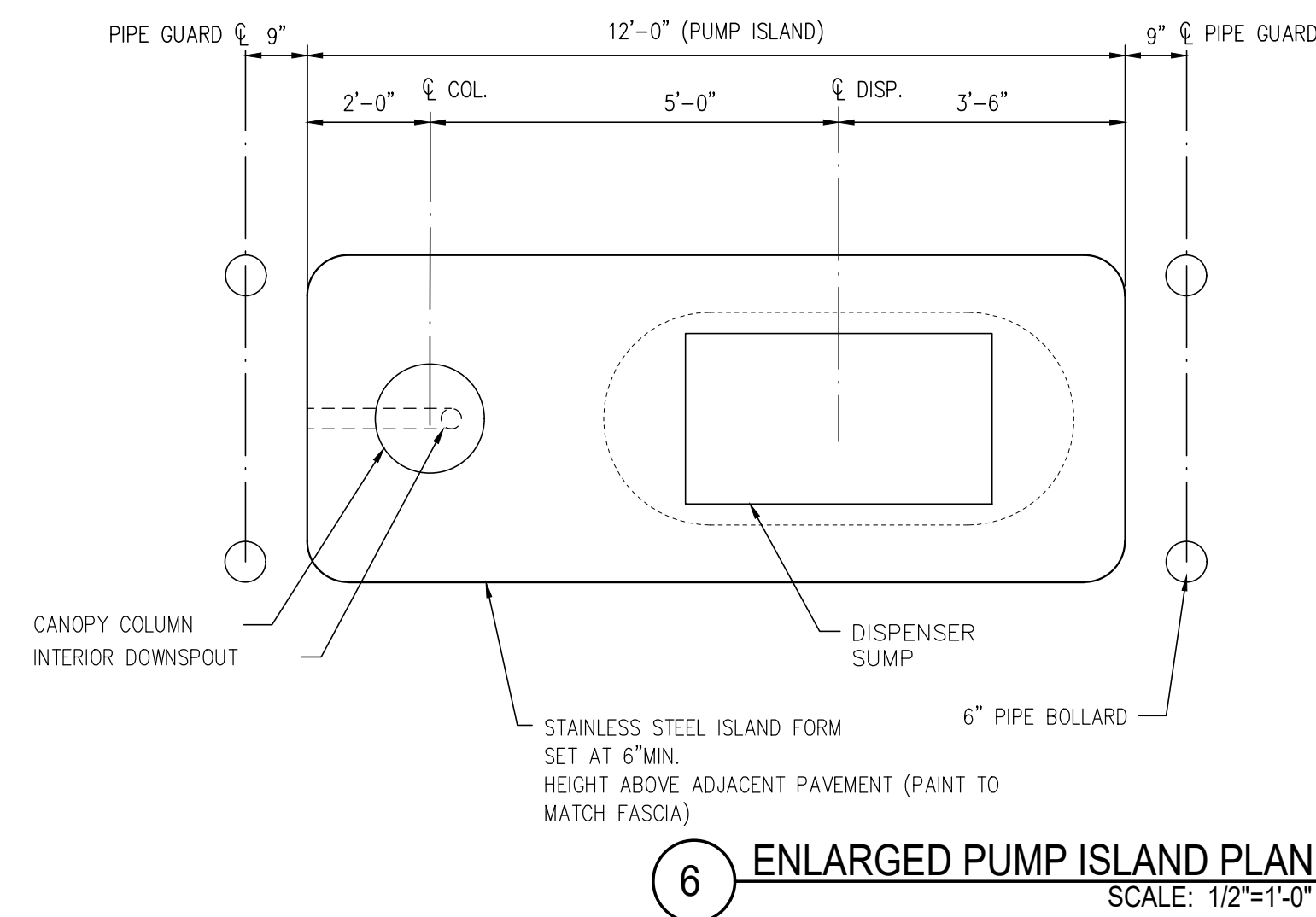
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Checked -

PERMIT ISSUE

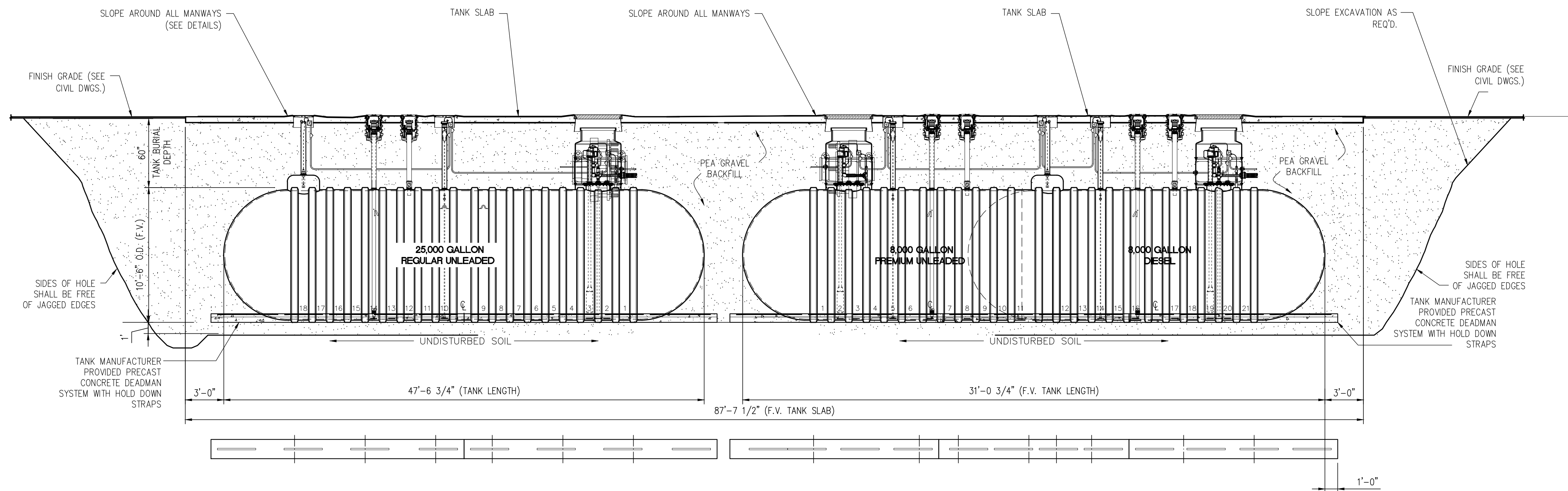
Project No. 4169
Title
PETROLEUM SITE PIPING PLAN

Sheet No.

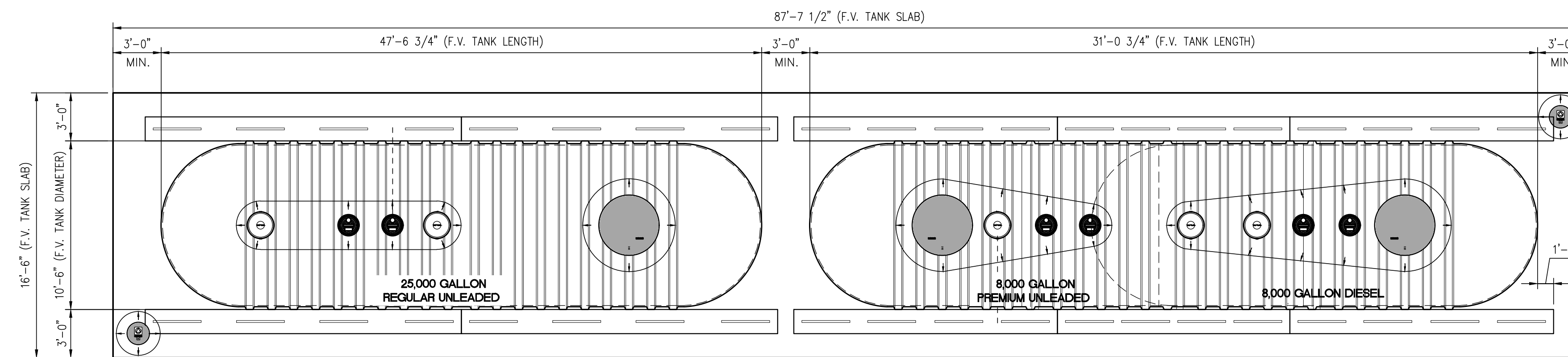
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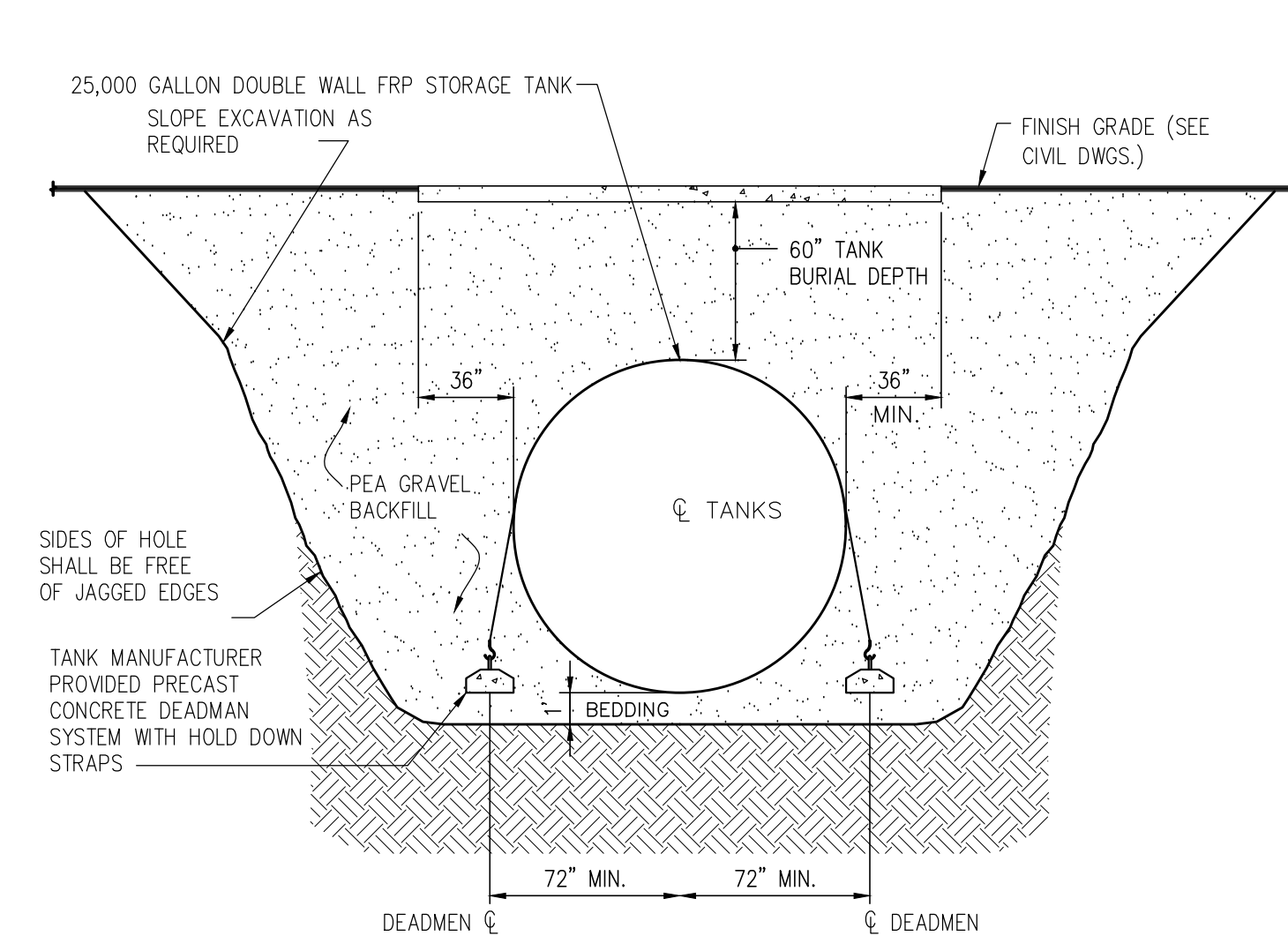
DATE	REVISIONS
10/05/2017	PERMIT ISSUE
10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION
02/09/2018	GAS CANOPY REVISION



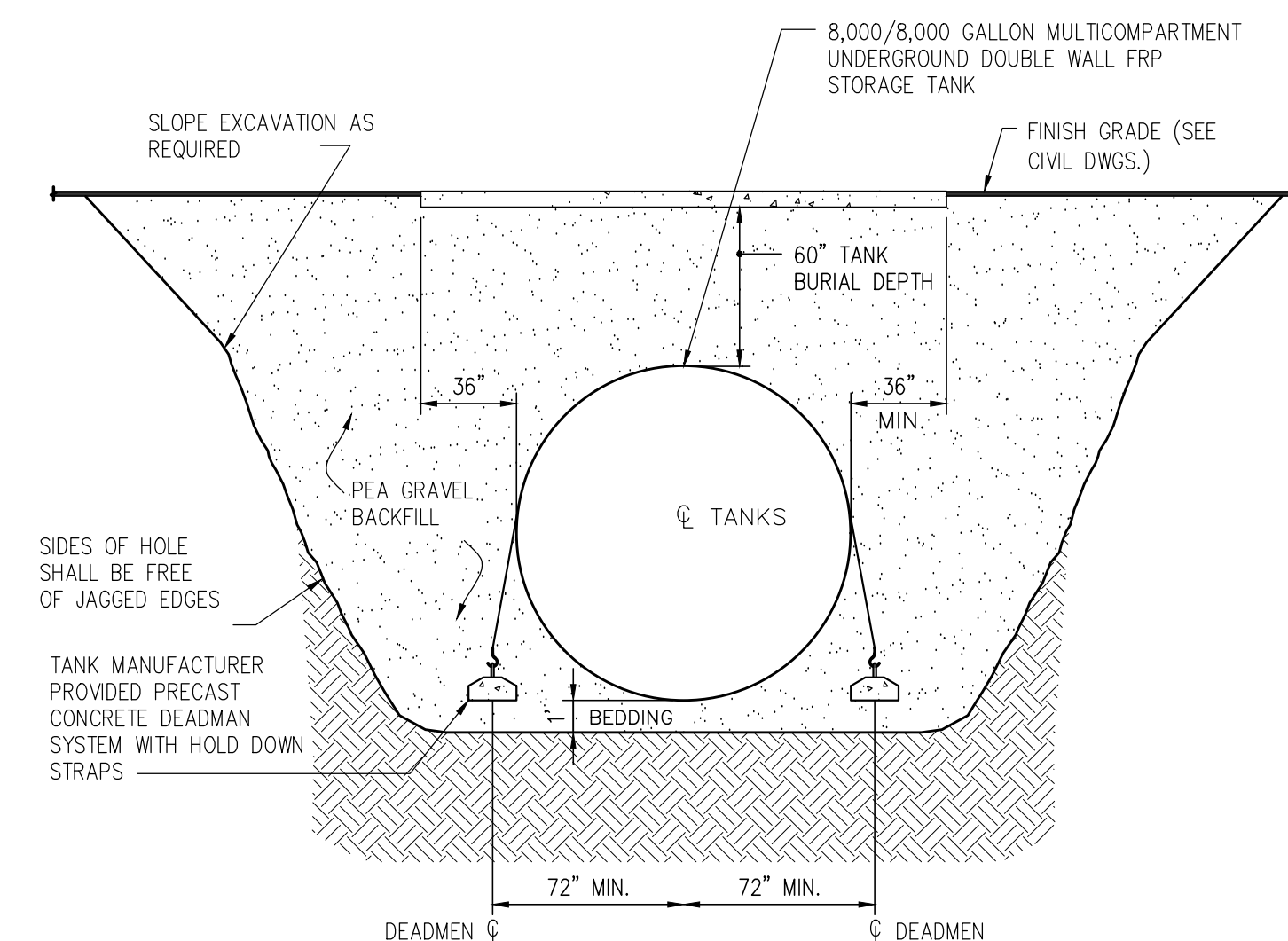
1 SECTION AT 8,000/8,000 GALLON COMPARTMENTALIZED AND 25,000 GALLON DOUBLE WALL FIBERGLASS UNDERGROUND STORAGE TANKS
SCALE: NONE



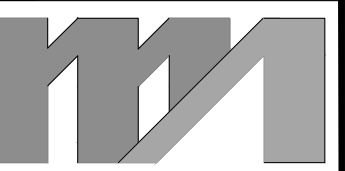
2 PLAN VIEW 8,000/8,000 GALLON COMPARTMENTALIZED AND 25,000 GALLON DOUBLE WALL FIBERGLASS UNDERGROUND STORAGE TANKS
SCALE: NONE



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



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



morris & associates
Build on Our Strengths

FIRM # 1449
14139 HUFFMEISTER ROAD
CYPRESS, TX. 77429
(832) 334-5001

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FIRM#1441 02/08/2018

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

DATE	REVISIONS
10/05/2017	PERMIT ISSUE
10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION
02/09/2018	GAS CANOPY REVISION

Drawn MCM
Checked

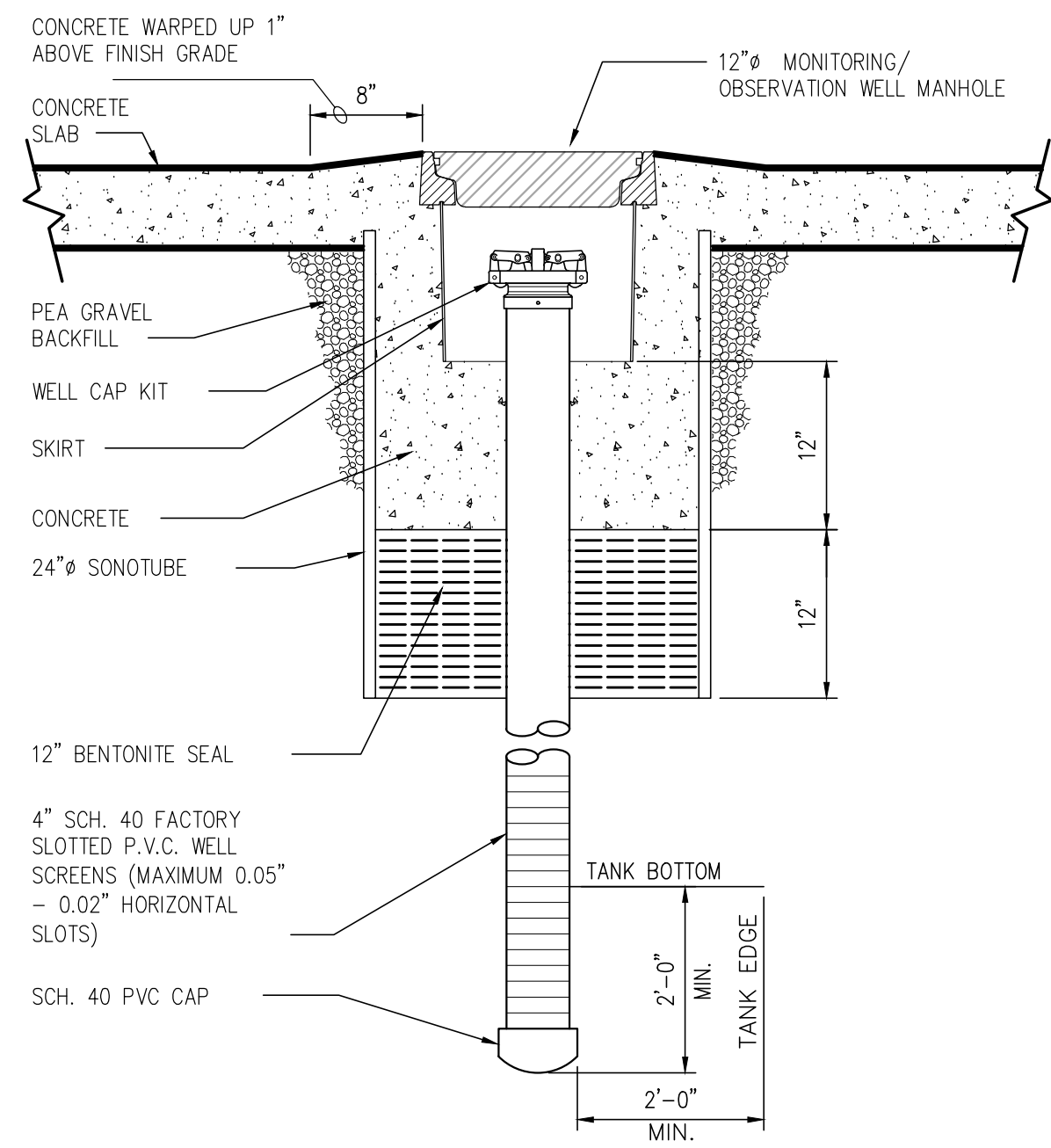
PERMIT ISSUE

Project No. 4169

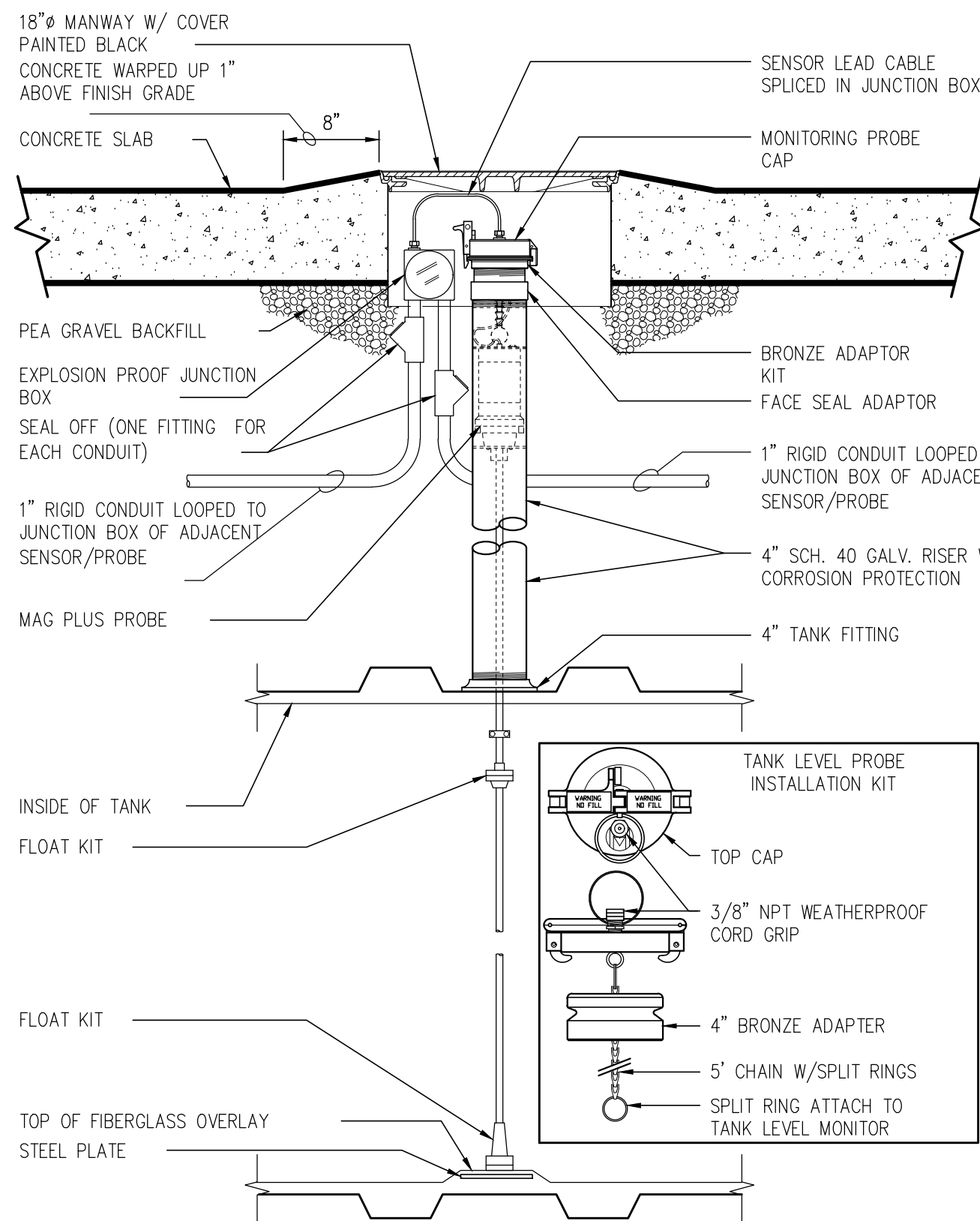
Title
TANK PLAN & DETAILS

Sheet No.

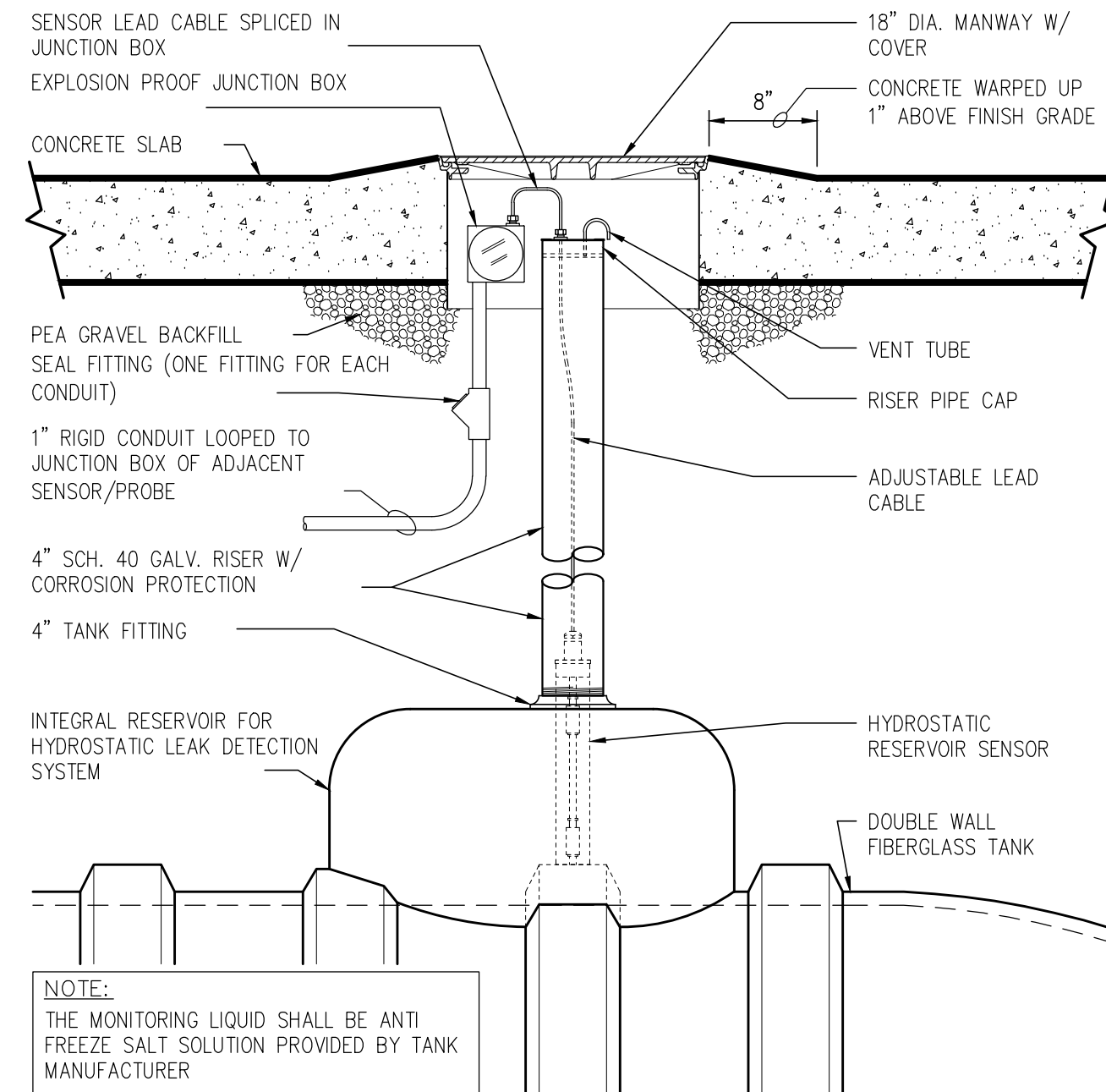
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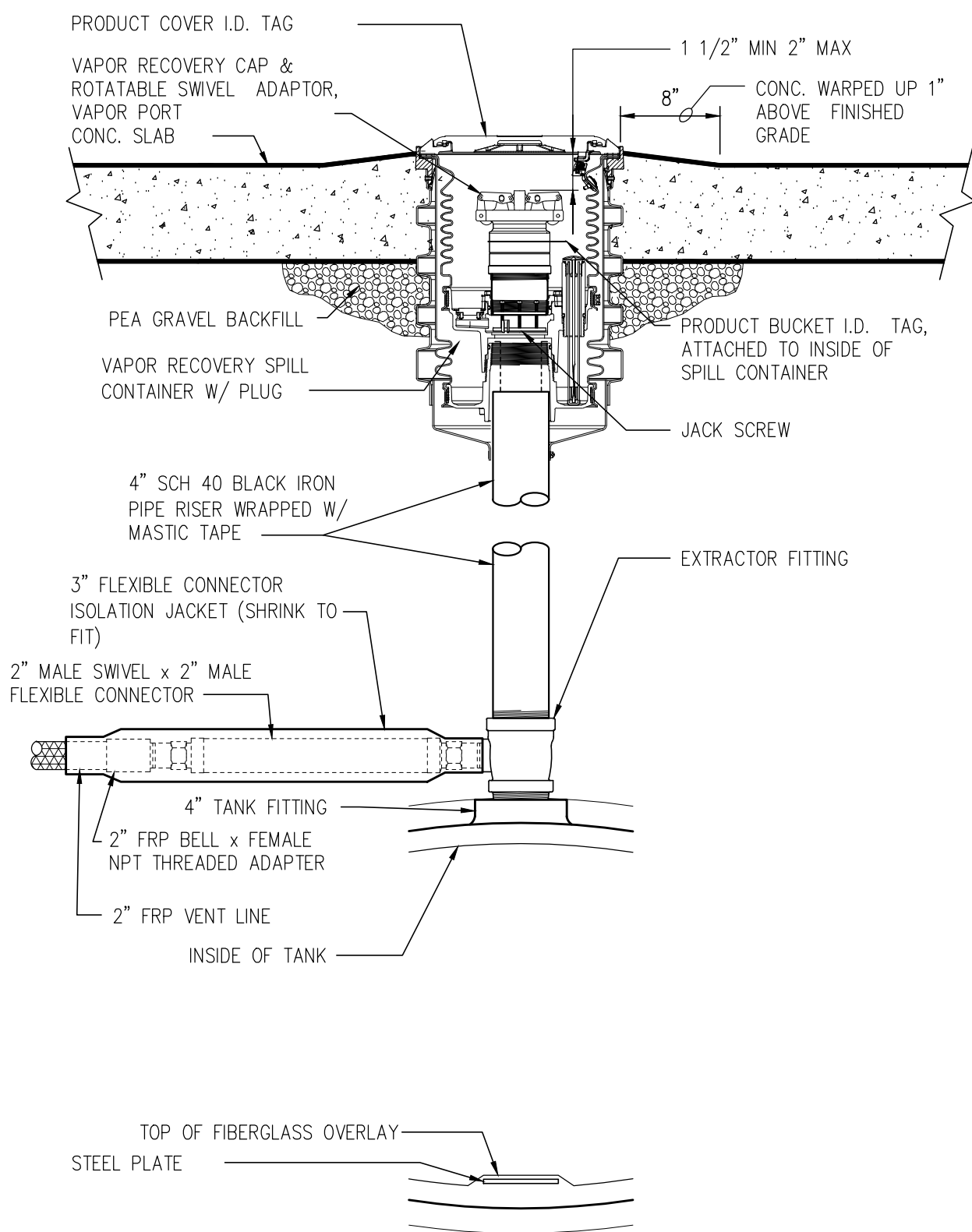
1 OBSERVATION/MONITOR WELL DETAIL
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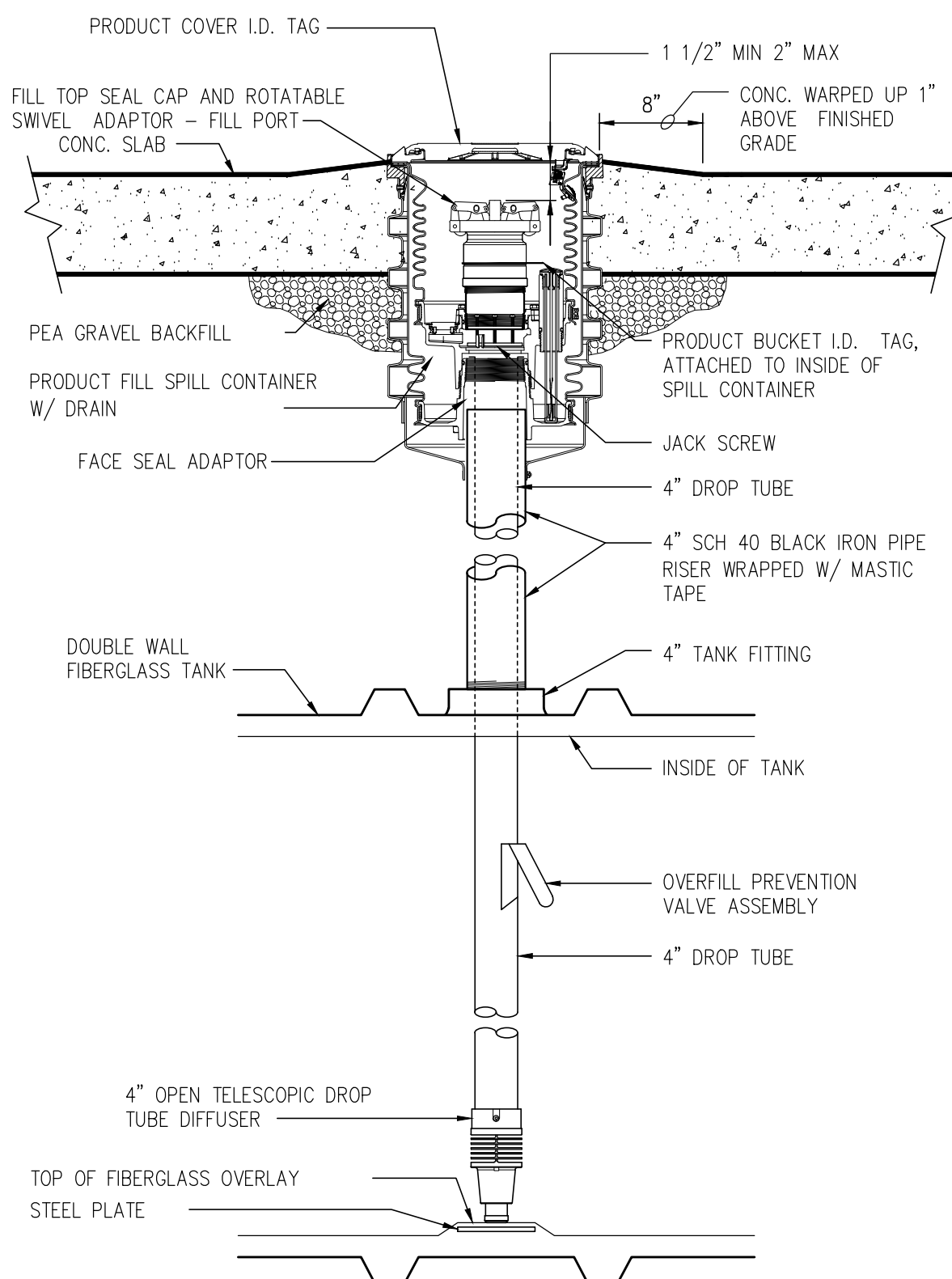
2 TANK LEVEL MONITOR AT 25K TANK DETAIL
SCALE: 1"=1'-0"



3 TANK HYDROSTATIC DETECTION DETAIL
SCALE: 1"=1'-0"



4 VENT/VAPOR + EXTRACTOR ASSEMBLIES DETAIL
SCALE: 1"=1'-0"



5 FILL PIPE DETAIL
SCALE: 1"=1'-0"

DATE	REVISIONS
10/05/2017	PERMIT ISSUE
10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION
02/09/2018	GAS CANOPY REVISION

Drawn MCM
Checked

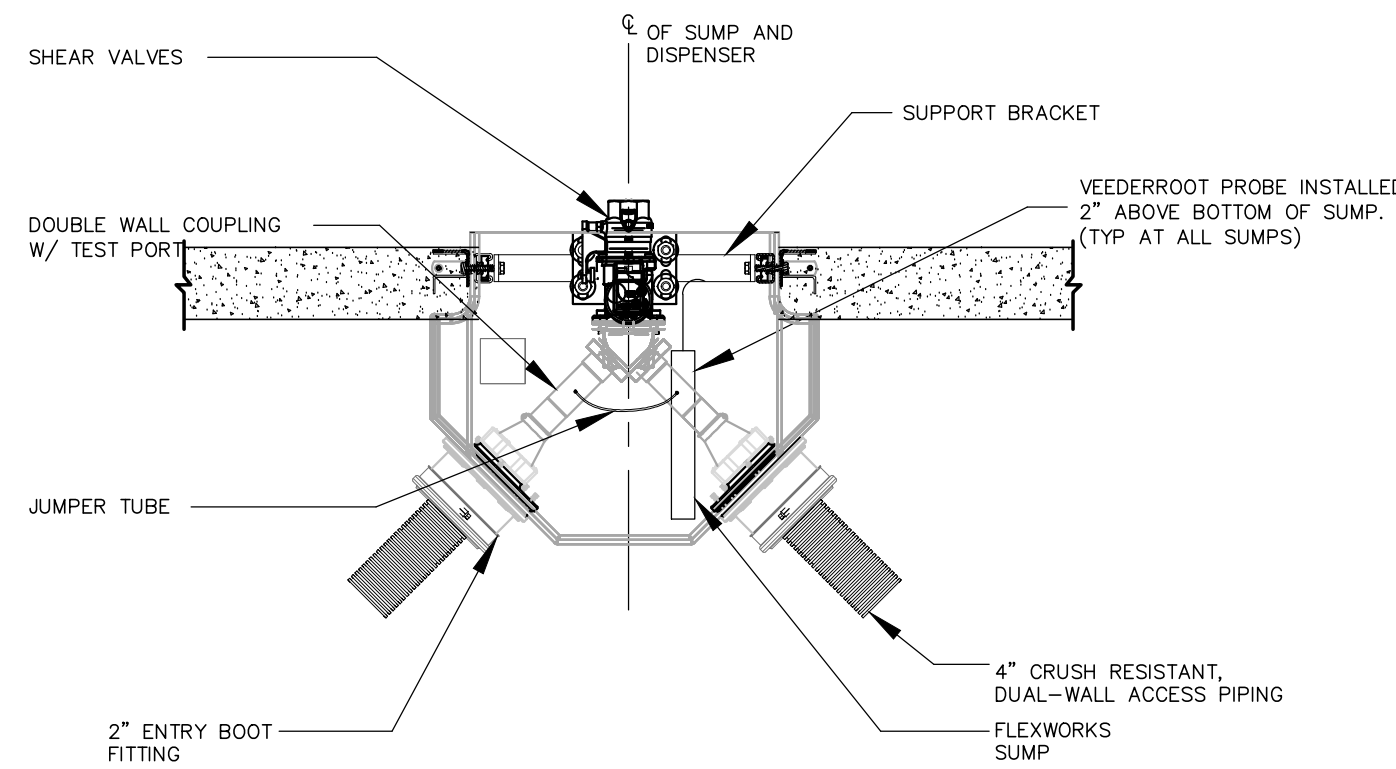
PERMIT ISSUE

Project No. 4169

Title
FUEL SYSTEM
DETAILS

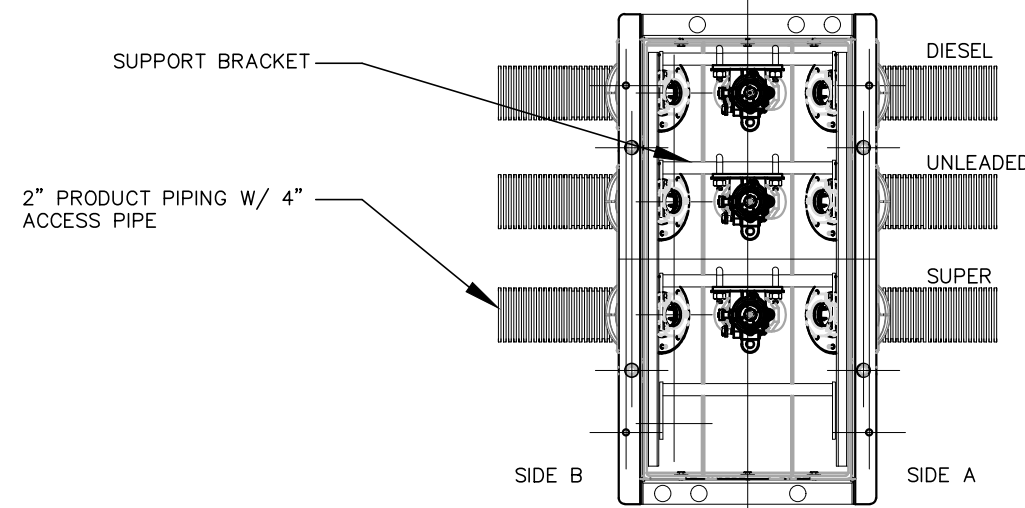
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GA2.2

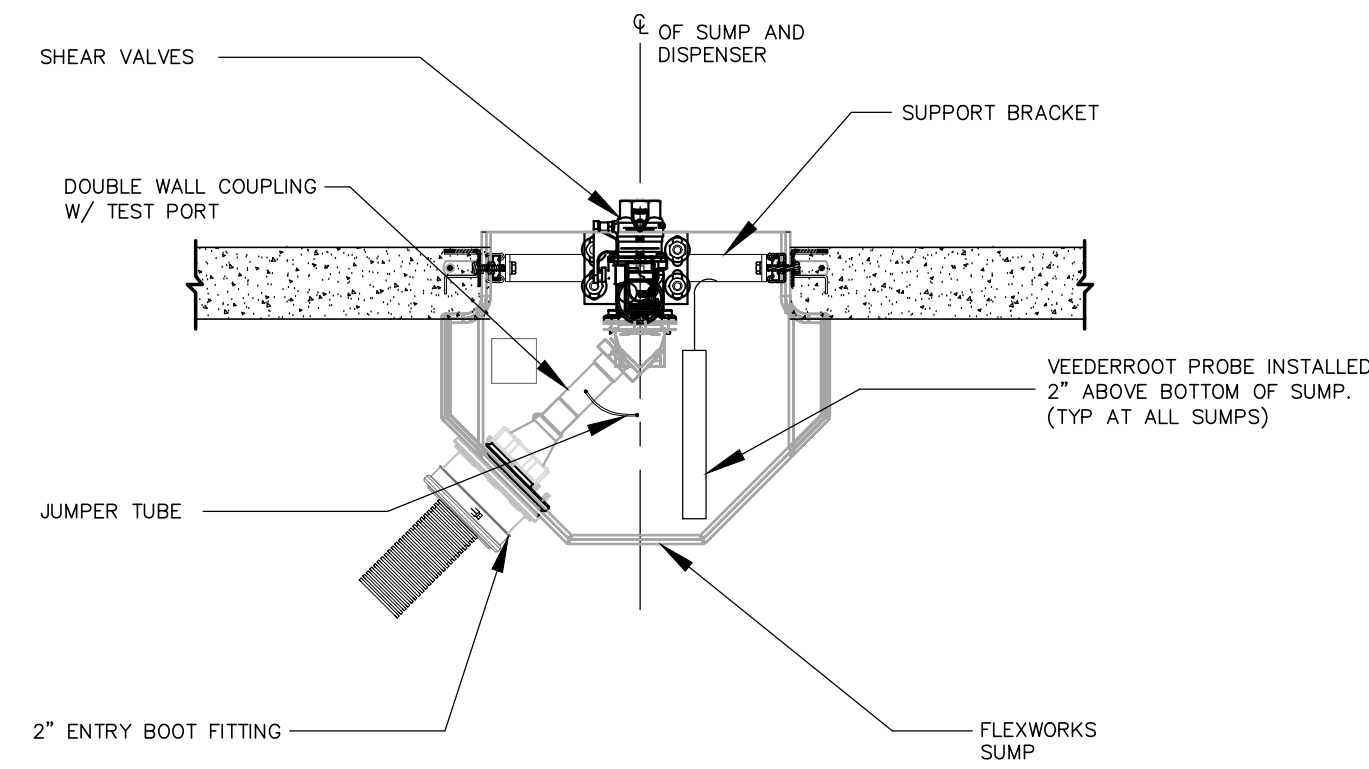


WATER TEST: (FOR 24 HOURS)
CONTRACTOR TO FILL SUMP WATER MARK LEVEL AND INSPECT AFTER 24 HOURS FOR LEAKS/TIGHTNESS
VALERO FIELD REPRESENTATIVE TO INSPECT & VERIFY INITIAL WATER LEVEL & FINAL WATER LEVEL AFTER 24 HOURS

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

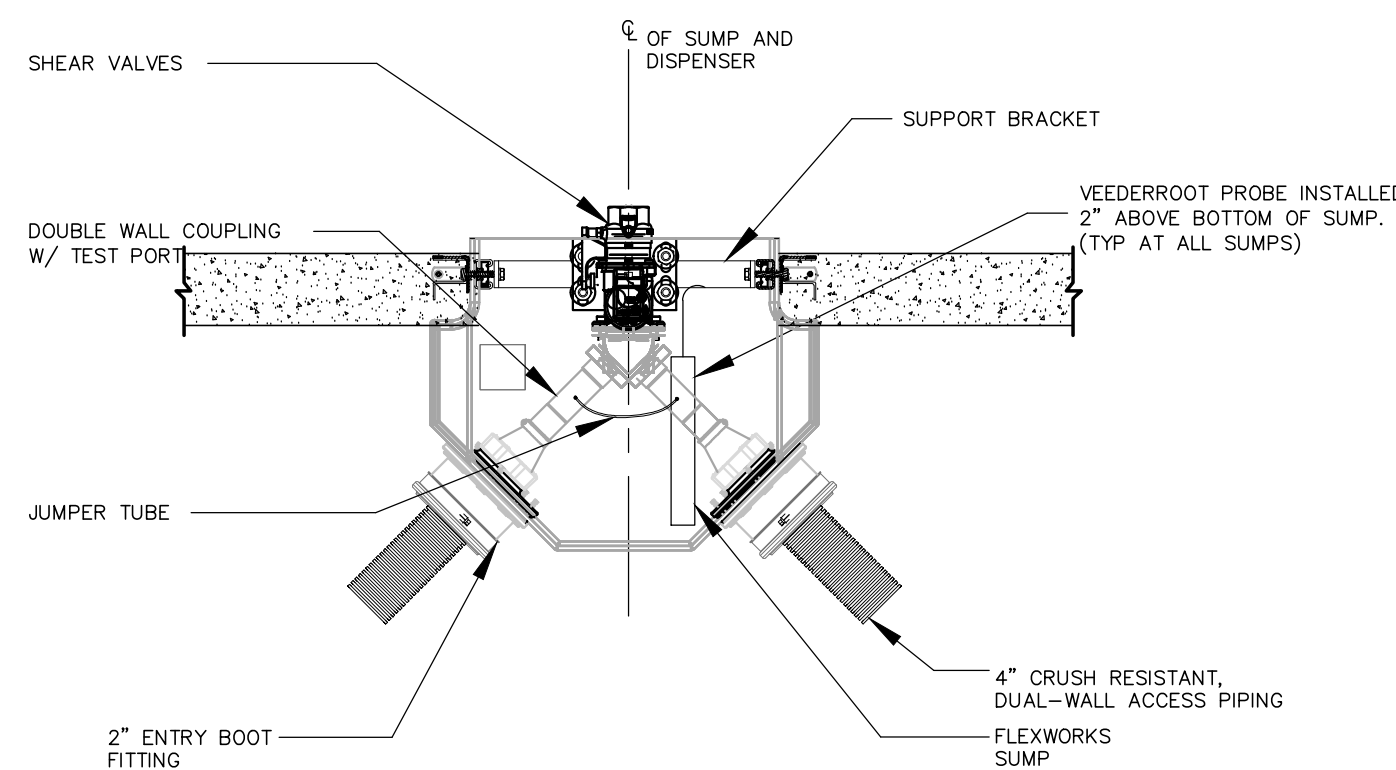


2 3+1 DISPENSER SUMP PLAN
SCALE: 3/4"=1'-0"



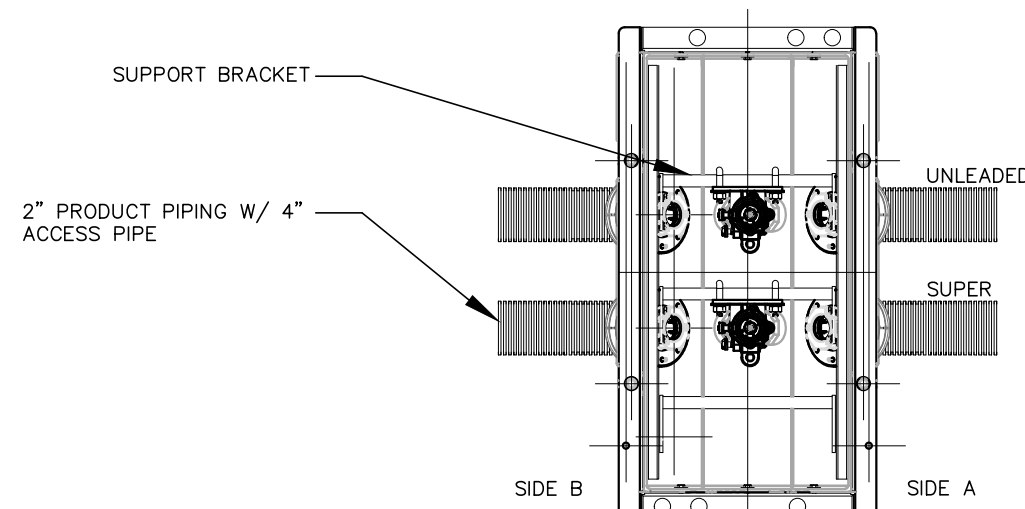
WATER TEST: (FOR 24 HOURS)
CONTRACTOR TO FILL SUMP WATER MARK LEVEL AND INSPECT AFTER 24 HOURS FOR LEAKS/TIGHTNESS
VALERO FIELD REPRESENTATIVE TO INSPECT & VERIFY INITIAL WATER LEVEL & FINAL WATER LEVEL AFTER 24 HOURS

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

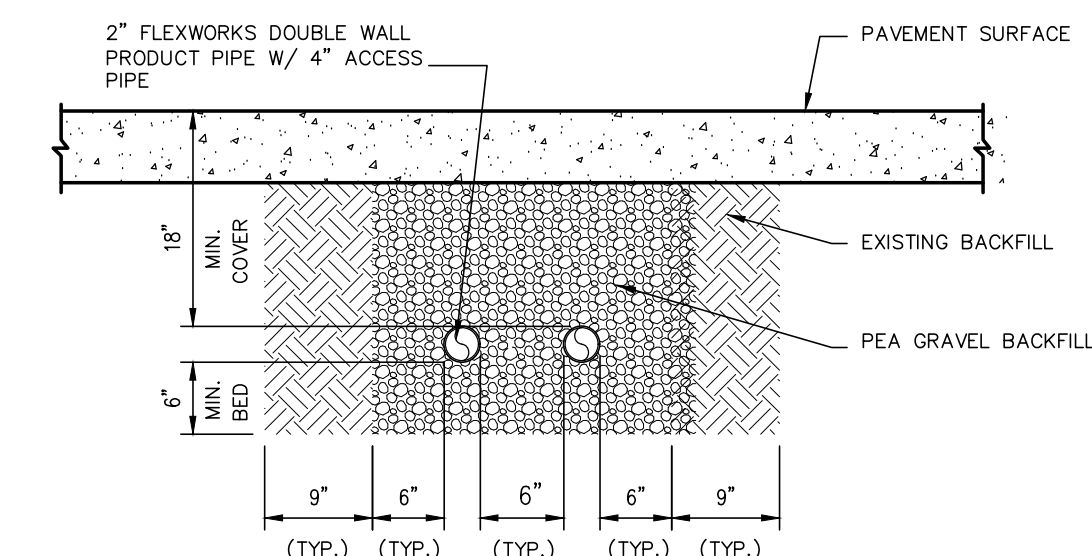


WATER TEST: (FOR 24 HOURS)
CONTRACTOR TO FILL SUMP WATER MARK LEVEL AND INSPECT AFTER 24 HOURS FOR LEAKS/TIGHTNESS
VALERO FIELD REPRESENTATIVE TO INSPECT & VERIFY INITIAL WATER LEVEL & FINAL WATER LEVEL AFTER 24 HOURS

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

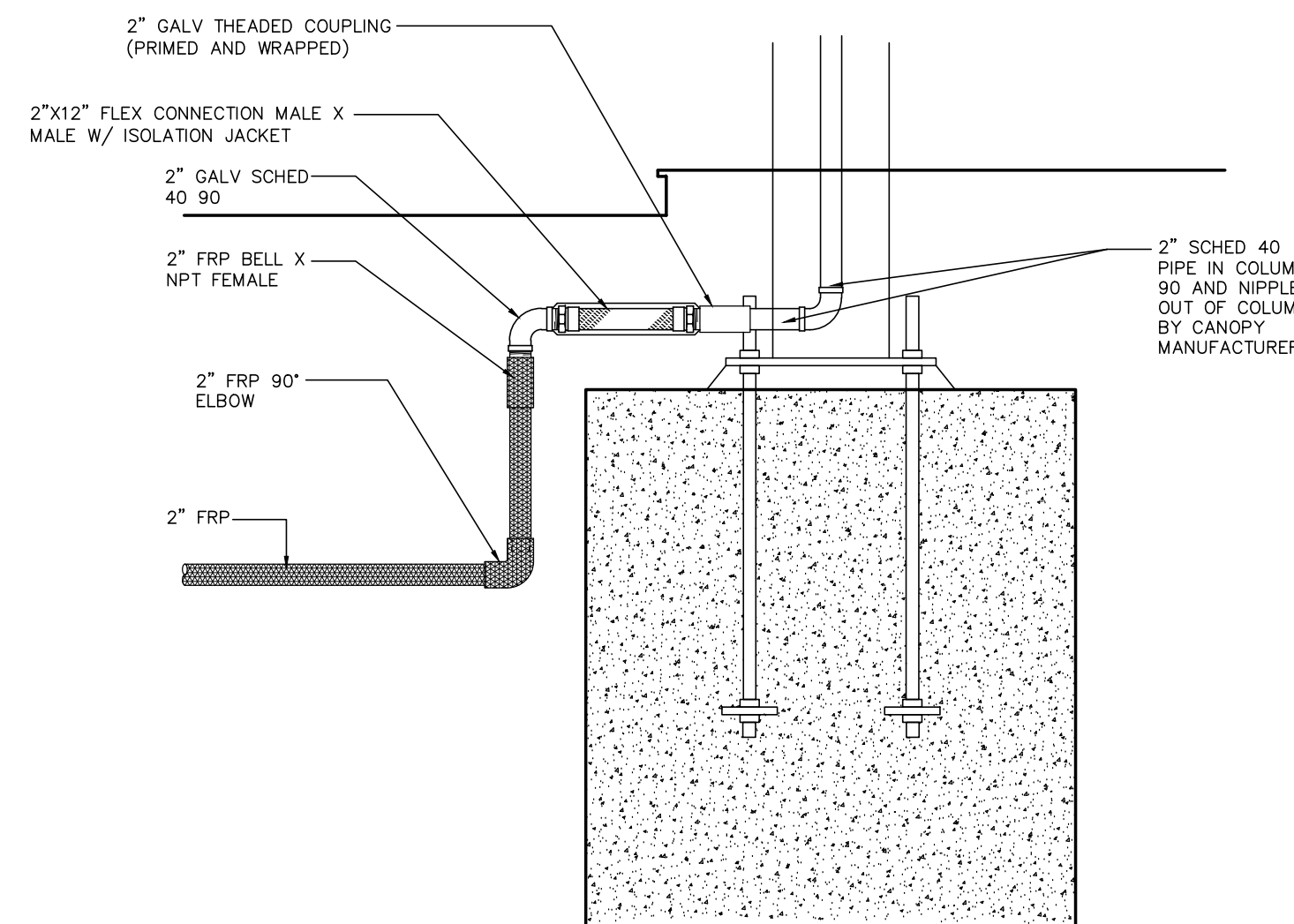


5 3+0 DISPENSER SUMP PLAN
SCALE: 3/4"=1'-0"

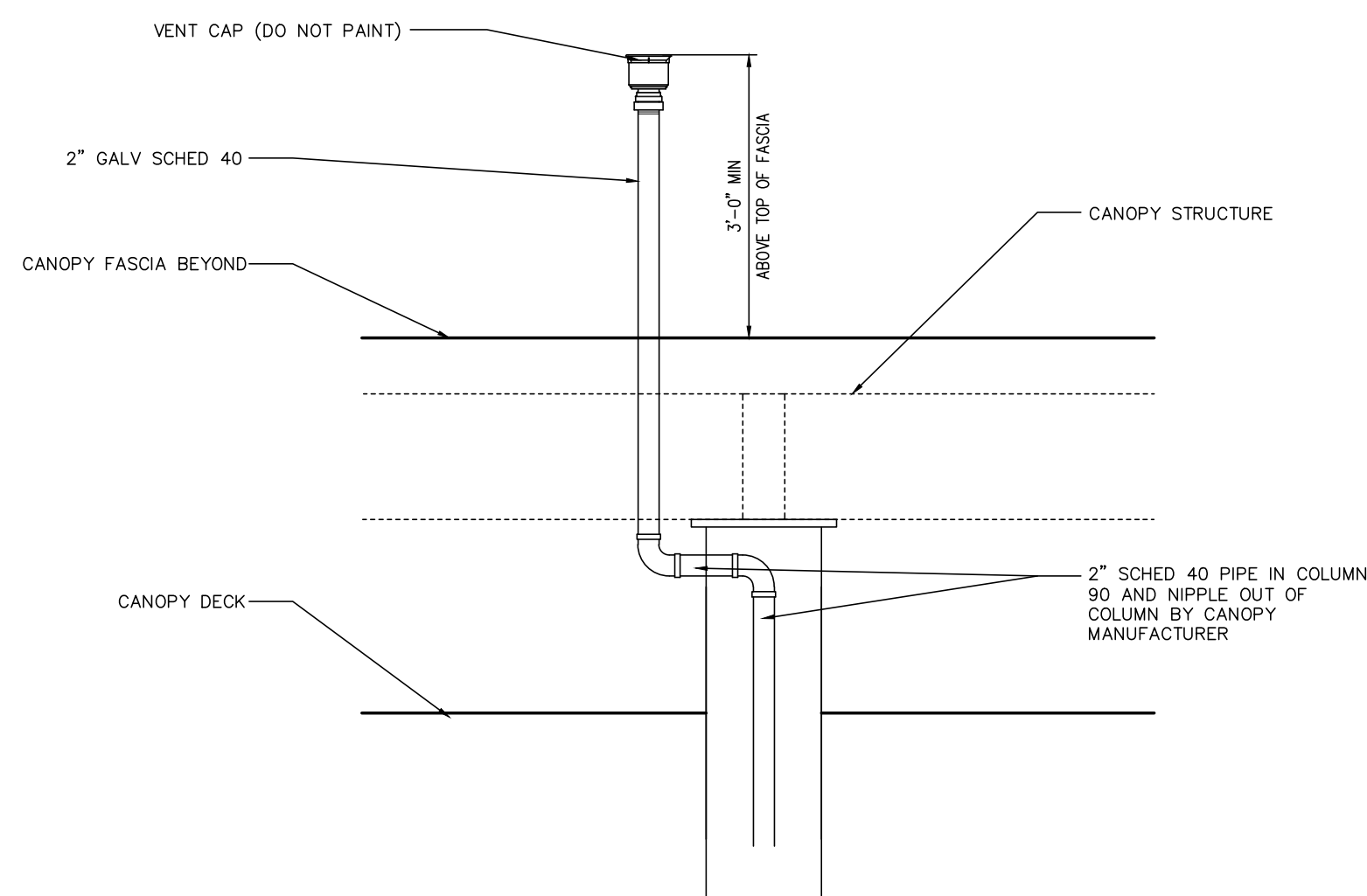


NOTE:
ACTUAL NUMBER OF PRODUCT LINES MAY VARY, REFER TO FSI.O.

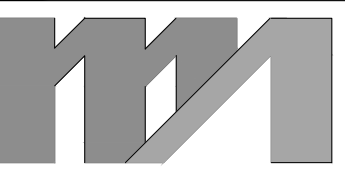
6 PIPE TRENCH DETAIL
SCALE: 3/4"=1'-0"



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



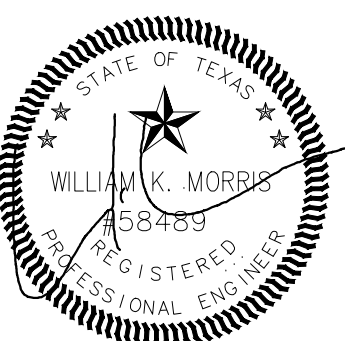
8 VENT PIPING ABOVE CANOPY
SCALE: 3/4"=1'-0"



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FIRM#1441 02/08/2018

SHOP-N-DRIVE FUEL ADDITION
5327 BROADWAY
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10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION
02/09/2018	GAS CANOPY REVISION
No.	

Drawn MCM
Checked

PERMIT ISSUE

Project No. 4169

Title

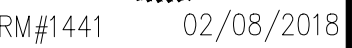
FUEL SYSTEM
DETAILS

Sheet No.

GA2.3



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

10/05/2017	PERMIT ISSUE
10/24/2017	SITE PLAN REVISION - NEW DRIVEWAY LOCATION
02/08/2018	GAS CANOPY REVISION

Drawn	MCM
Checked	-

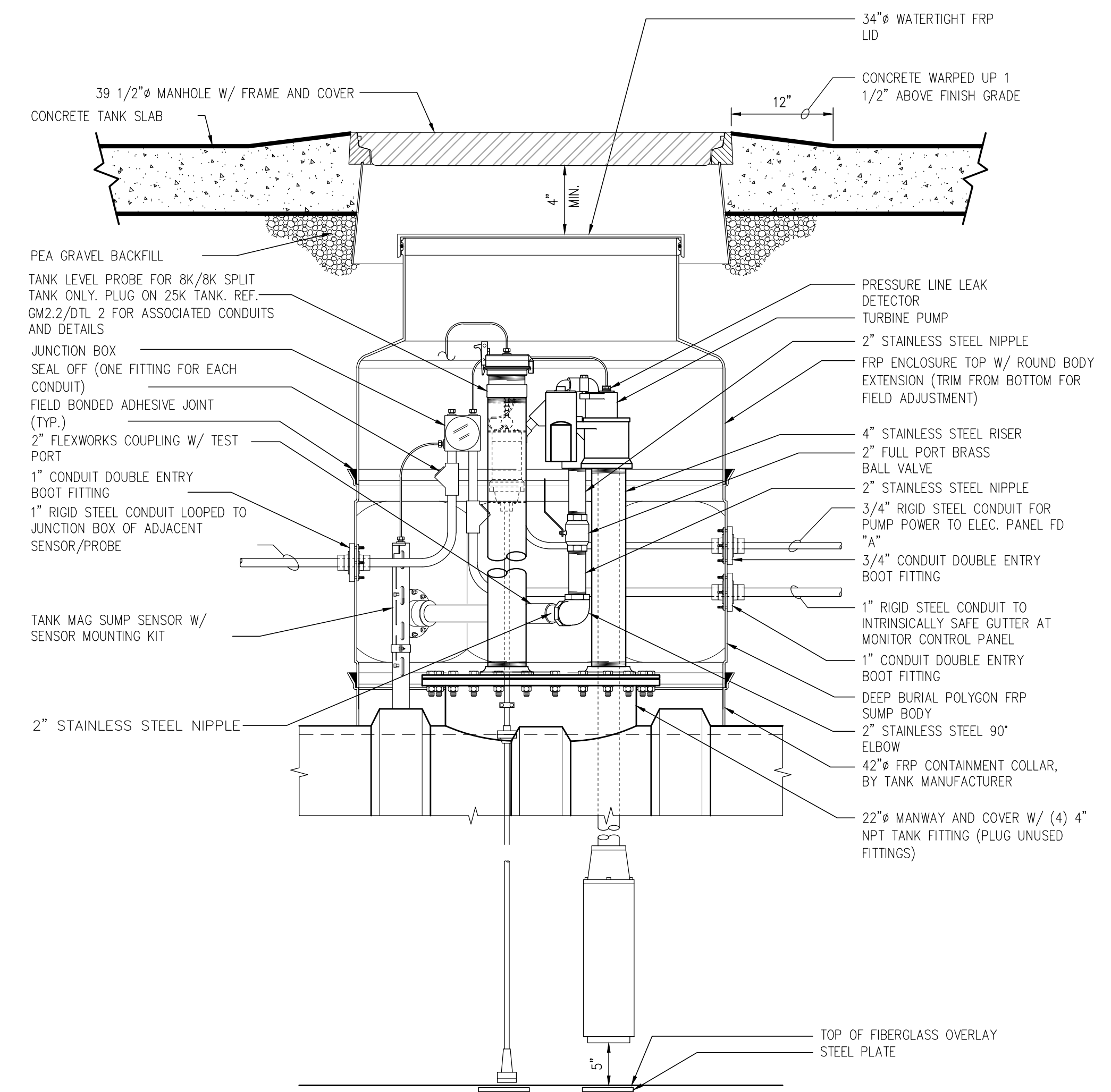
PERMIT ISSUE

Project No. 4169
 [REDACTED]

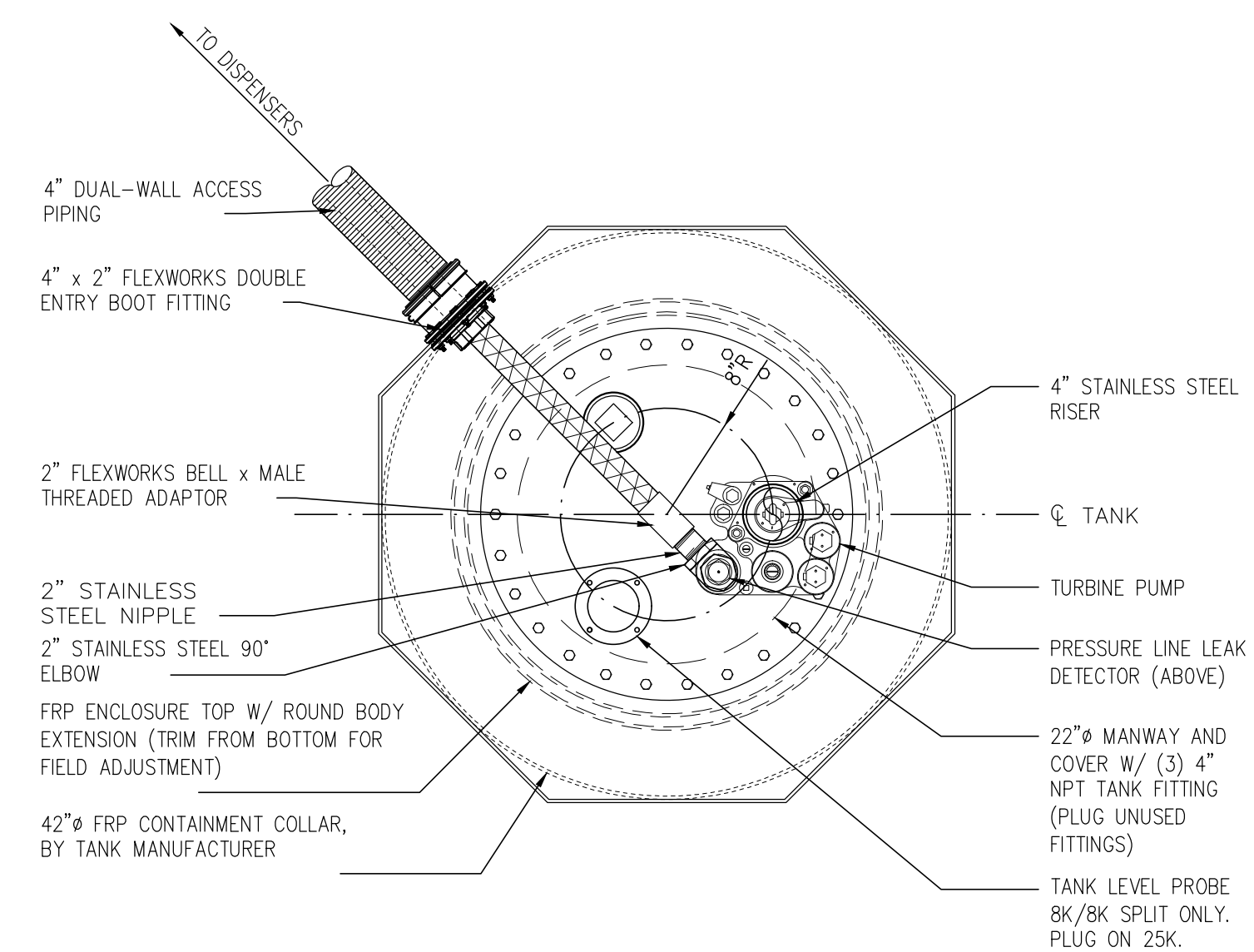
FUEL SYSTEM DETAILS

Sheet No.

GA2.4



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



PLAN VIEW AT MANWAY

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

Exhibit H



SHOP & DRIVE

SHOP & DRIVE

SHOP & DRIVE

Regular 308
Mid-Grade 318
Premium 328



Regular	308.9
Plus	318.9
Premium	328.9







City of Galveston

Grants & Housing Department

2508 Ball Avenue / Galveston, TX 77550
(409) 797-3820 / Fax (409) 291-4553

April 26, 2018

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

From: Sterling W. Patrick, Executive Director of Grants & Housing

RE: Conduct a Public Hearing and Consider for Approval the 2018 Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Consolidated Program Objectives and Projects in the total amount of \$1,346,427 (CDBG Allocation of \$1,131,617 and HOME Allocation of \$214,810) and CDBG and HOME Program Income total estimates of \$60,000. The 2018 Allocations are based on the City's 2017 funding amounts. HUD 2018 Allocations have not been issued. Authorize the adjustment of the 2018 project funding amounts per the percentage of increase or decrease in the HUD final allocations. Authorize the City Manager to file a grant application with the U.S. Department of Housing and Urban Development and execute all necessary contracts, certifications, and documents for the Programs.

I. Background

- A. The Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs are administered by the U.S. Department of Housing and Urban Development (HUD) under a multi-year Consolidated Plan.
 1. The primary purpose of the CDBG Program is to develop, enhance, and preserve urban communities through the provision of funds to provide investments to alleviate physical and economic deterioration, expand housing opportunities, and provide services to the public.
 2. The HOME Program's purpose is to increase the supply and availability of affordable housing to low-income and very low-income families through homeownership, residential rehabilitation assistance and Community Housing Development Organizations.
- B. All activities or projects funded under the CDBG Program must meet one (1) of three (3) national objectives:
 1. Benefit low- and moderate-income persons;
 2. Aid in the prevention or elimination of slum or blight; or,
 3. Meet an urgent community development need, as defined by HUD.



- C. All projects funded under the HOME Program must facilitate housing activities for low and moderate-income households and set-aside fifteen percent (15%) of the HOME funds to a Community Housing Development Organization (CHDO) for affordable housing.
- D. HUD has not issued the 2018 Allocations for Entitlement Cities.

II. Current Situation

- A. The City is basing its 2018 Allocations on the 2017 program year funding of \$1,131,617 in CDBG funds and \$214,810 in HOME funds. CDBG and HOME Program Income is estimated at a total of \$60,000.
- B. Per HUD Guidance, the 2018 Action Plan (HUD grant application for the City's approved projects and allocations to meet the City's Consolidated Plan priority needs) cannot be submitted until the HUD 2018 Allocations are issued. In order to submit the City's 2018 Action Plan in a timelier manner prior to the City's grant year beginning on June 1st, staff is presenting the 2018 CDBG and HOME Programs for Council consideration of approval based on the prior year's funding amounts. The actual funding for each of the projects will be adjusted per the percentage of increase or decrease in the HUD 2018 Final Allocation.
- C. Staff has developed a list of eligible projects for Council's consideration of funding. (Attachment A)
- D. As required by HUD, staff developed a list of Community Development and Housing Objectives in determining the Program of Projects to meet the City's identified Consolidated Plan High Priority Needs. (Attachment B)

III. Issues

- A. National Objectives and Purpose – Each CDBG activity meets one (1) of three (3) national objectives of the CDBG Program as previously described. Each HOME activity is designed for the purpose of providing housing activities to the LMI.
- B. Budget – The CDBG and HOME Program budget will be amended as needed to be consistent with the entitlement amount HUD allocates for the City.
- C. Equity and Citizen Participation – In keeping with HUD's consolidated bottom-up planning process to ensure the involvement of residents most affected by the 2018 CDBG and HOME Programs, the City notices ran in the local newspaper and were posted on the City's webpage.
 - 1. A Public Hearing on the 2018 CDBG and HOME Programs will be conducted on April 26, 2018. Citizens were also allowed to provide comments until April 25th.
 - 2. City staff will publish the 2018 CDBG and HOME Program of Projects and the Community Development and Housing Objectives list as approved by City Council for a 30-Day Citizen Comment Period.
- D. Consistency with HUD Consolidated Plan – All activities or projects funded under the CDBG and HOME Programs are in compliance with the City's Consolidated Plan in meeting the identified community development and housing needs and priorities.
- E. Consistency with Comprehensive Plan – The enhancement of housing and neighborhoods and the provisions of public services, code enforcement and public facilities and improvements are key elements in the Comprehensive Plan.

- F. Impact or Ramifications – Failure to approve the 2018 CDBG and HOME Programs Projects and Community Development & Housing Objectives could result in the City not meeting a timely submission of the 2018 Annual Action Plan, delaying the program year.

IV. Recommendation

- A. Approve the 2018 CDBG and HOME Programs Community Development & Housing Objectives and Projects in the total amount of \$1,346,427 (CDBG allocation of \$1,131,617 and HOME allocation of \$214,810) and the CDBG and HOME Program Income total estimates of \$60,000.
1. Authorize the adjustment of the 2018 projects' funding amounts per the percentage of increase or decrease in the HUD final allocations.
 2. Authorize the City Manager to file a grant application with the U.S. Department of Housing and Urban Development and execute all necessary contracts, certifications, and documents for the 2018 CDBG and HOME Programs.

V. Fiscal Impact Report

Requested by:	Sterling W. Patrick, Executive Director of Grants & Housing
Funding Source:	U.S. Dept. of Housing & Urban Development (HUD) 2018 Community Development Block Grant and HOME Investment Partnership Programs
Costs of implementation:	Total <u>\$1,346,427</u>
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,



Sterling W. Patrick
Executive Director of Grants & Housing

Approved,

Brian Maxwell
City Manager

Attachment A

CITY OF GALVESTON
2018 CDBG and HOME PROPOSED Programs

The U.S. Dept. of Housing & Urban Development (HUD) administers the CDBG and HOME Programs and has not released the 2018 CDBG and HOME Funding Allocations due to the delay in approving the FY 2018 Federal Budget by Congress. The City is using the 2017 CDBG & HOME Program Allocations for planning and Council approval of projects, CDBG funding of \$1,131,617 and HOME funding of \$214,810. Upon the issuance of the 2018 HUD funding allocations, there may be deviations between these funding amounts that require the City's CDBG and HOME Programs to be adjusted to the actual funds the City will receive. Authorization is also requested to adjust the project funding amounts based on the percent of increase or decrease of the HUD 2018 Allocations. This approval process will allow a more timely submittal of the City's HUD 2018 Annual Application upon the release of the funding allocations. CDBG and HOME Program Income has been estimated at a total of \$60,000.

2018 CDBG Program PROPOSED Projects

Project	Description	Objective	Proposed Funding
Public Service Activities			\$ 142,012
Parks & Recreation Dept. Children & Youth Program	Provide staffing to implement summer and after-school supervised educational / recreational activities at Menard and Wright Cuney Parks and Recreation Centers for primarily LMI (90%) children and youth ages 5-17; Limit of 15% Requirement	900 children and youth	\$ 142,012
Public Facility & Improvement Activities			\$ 277,635
Public Works Dept. Sidewalk-Streetscape Improvements	Provide sidewalk and ADA ramps including possible streetscape (curbs, streetlights, and tree plantings) improvements in the street rights-of-way used as existing pedestrian walkways in the LMI area of 27th Street from Broadway to Market to assist in safe, accessible routes for pedestrians and enhanced deteriorated streetscape amenities	6 blocks of improvements	\$ 277,635
Code Enforcement Activities			\$ 170,414
City Marshall- Compliance Division Code Compliance Officers	Provide 4 compliance officers to work in LMI neighborhoods to conduct property inspections and reinspections to enforce local codes and owner notifications and processes for enforcement on non-compliant properties	5,500 inspections and 1,500 reinspections	\$ 170,414
Housing Rehabilitation Activities			\$ 315,233
Housing Rehabilitation Program	Provide a Housing Rehabilitation Program with CDBG or HOME funding of up to \$25,000 for LMI single-family owner occupied housing units through a RFP process for non-profit housing development providers	8 LMI housing units	\$ 251,705
Housing Rehabilitation Project Delivery & Management	Provide management and oversight for the housing rehabilitation and affordable housing programs and other housing related issues including projects funded through the CDBG Program, Revolving Loan Fund, HOME Program, and HOME Program Income	Ensure regulatory compliance and building standards	\$ 63,528
Planning & Program Administration Activities			\$ 226,323
CDBG Program Administration	Provide management of the CDBG and HOME Programs to ensure compliance with all regulatory requirements; Limit of 20% Requirement	Ensure regulatory compliance	\$ 226,323
CDBG TOTAL ALLOCATION			\$ 1,131,617
CDBG Program Income (Estimated)	Provide Consolidated Plan Eligible Projects such as code enforcement and housing rehabilitation program from PI received primarily from housing rehabilitation loan payments and payoffs and lot clearance, boardup, and demolition lien payoffs	Assist in eligible CDBG projects	\$ 30,000

2018 HOME Program PROPOSED Projects

Project	Description	Objective	Proposed Funding
Affordable Housing Activities			\$ 193,329
Community Housing Development Organization (CHDO) Program	Provide a homeownership housing development activity to acquire property and rehabilitate or construct affordable housing to be sold (or rented) to a LMI household through a CHDO RFP process; Mandatory 15% Set-aside Requirement	1 LMI affordable housing unit	\$ 32,222
Housing Rehabilitation Program	Provide a Housing Rehabilitation Program with CDBG or HOME funding of up to \$25,000 for LMI single-family owner occupied housing units through a RFP process for non-profit housing development providers	4 LMI housing units	\$ 161,107
HOME Program Administration Activities			\$ 21,481
HOME Program Administration	Provide management of the HOME Program to ensure compliance with all regulatory requirements; Limit of 10% Requirement	Ensure regulatory compliance	\$ 21,481
HOME TOTAL ALLOCATION			\$ 214,810
HOME Program Income (Estimated)	Provide Consolidated Plan Eligible Projects such as housing rehabilitation program and homeownership projects from PI received primarily from housing rehabilitation loan payments	Assist in eligible HOME projects	\$ 30,000
TOTAL CONSOLIDATED PROGRAMS			\$ 1,346,427

Attachment B

**PROPOSED
CITY OF GALVESTON
2018 COMMUNITY DEVELOPMENT & HOUSING OBJECTIVES**

The 2018 CDBG and HOME Program of Projects will meet the following 2018 Community Development and Housing Objectives as established by the City's 2013-2018 Consolidated Plan High Priority Needs to primarily benefit Galveston's low-moderate income population.

1. To provide and expand the supply of safe, decent, and affordable housing through the rehabilitation of existing residential property and the development of new residential property for low-moderate income persons;
2. To provide and expand homeownership opportunities for low-moderate income homebuyers;
3. To reduce the number of housing units containing lead based paint and other lead hazards;
4. To identify and eliminate barriers to affordable housing and impediments to fair housing;
5. Provide code enforcement and neighborhood revitalization activities to diminish blight, unsafe buildings and lots, and general neighborhood decay in low-moderate income areas;
6. Provide infrastructure enhancement to support neighborhood revitalization and new residential development in low-moderate income areas;
7. Promote the health and well-being of city low-moderate income residents through the provision of public and supportive services;
8. To facilitate neighborhood, comprehensive, and individual project management, planning, and capacity building activities for low-moderate income areas;
9. Provide economic development opportunities for low-moderate income and for their employers; and
10. Assist in the coordination of resources in the community through expansion/enhancement of the homeless Continuum of Care Program.

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, APPROVING A 380 AGREEMENT FOR PROPERTY COMMONLY KNOWN AS 2010 STRAND AND COMMONLY REFERRED TO AS THE "HENDLEY MARKET" AND LEGALLY DESCRIBED AS LOT 10, BLOCK 680, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; DESIGNATING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY TO IMPLEMENT THE 380 AGREEMENT; PLANNING CASE NUMBER 17PA-076; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Texas Constitution Art. 3 Section 52-a authorized the Legislature to provide for the creation of programs and the making of loans and grants of public money for certain specified public purposes; and,

WHEREAS, pursuant to such authorization, the Legislature passed Texas Local Government Code Chapter 380 which authorizes municipalities to establish certain economic development programs, hereinafter referred to as "Chapter 380 Programs"; and,

WHEREAS, City Council adopted Ordinance No. 16-051, an Economic Incentive Program as allowed by the Texas Local Government Code, Chapter 380, for the promotion of commercial activity through the rehabilitation of structures, located primarily in the downtown area (19th to 27th Streets, Harborside to Broadway) in the City; and,

WHEREAS, in compliance with certain criteria levels for reimbursement for reconstruction or rehabilitation projects, property owners may apply to City Council for a 380 Agreement; and,

WHEREAS, Applicant David Watson, (Architect) and Property Owner, Smothers General Investment Co., applied for a 380 Agreement in compliance with the criteria for reimbursement available for projects without cast iron facades but include distinguishing external architectural features. The subject building is commonly referred to as "Hendley Market" and is located at 2010 Strand and legally described as Lot 10, Block 680, in the City and County of Galveston; and,

WHEREAS, The Hendley Market building is part of the Hendley Building complex, which is one of the oldest commercial buildings in Galveston and is located within the Strand/Mechanic Historic District. The Hendley Market building is of importance to the cultural history of the City of Galveston; and,

WHEREAS, the building is currently undergoing a renovation which includes the addition of a new fire stair, fire sprinkler system, new roof, window and door rehabilitation, canopy repair, and repointing of the historic brick façade. The project is reimbursable up to 50% of the final cost of rehabilitation to the subject property. This

level of reimbursement is available for buildings without cast iron facades but includes distinguishing external architectural features; and,

WHEREAS, the applicant has submitted a project budget of \$433,395.00 and meets the criteria for the 50% reimbursement as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes; and,

WHEREAS, if the 380 Agreement for the subject property is granted, the estimated total reimbursement would be an amount not-to-exceed \$216,697.00. The reimbursement funds will come from:

1. An amount equal to the portion of the City's increased ad valorem tax, on the subject property, over the base year for a maximum of twenty years.
2. An amount equal to the portion of the City's increased personal property taxes, on the subject property, over the base year for a maximum of twenty years.
3. An amount equal to the City's portion of the Texas sales tax (2%), generated by the applicant at the subject property, for a maximum of twenty years.

WHEREAS, the reimbursable time period shall be effective from **January 1, 2019**, the year following the Approval by City Council of the 380 Agreement (April/2018), and continue for a twenty year period thereafter, expiring on December 31, 2038 or when the maximum reimbursable amount (\$216,697.00) is met, whichever comes first. Upon expiration of the twenty years and/or dispersal of the cumulative maximum reimbursable amount, prior to the expiration date, this 380 Agreement shall automatically terminate; and,

WHEREAS, Staff recommends approval of the request for a 380 Agreement; 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 request and grant a 380 Agreement, in similar form as attached herein and labeled "**380 Agreement**", on property located at 2010 Strand and commonly referred to as the "Hendley Market and legally described as Lot 10, Block 680, in the City and County of Galveston, Texas.

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. The City Council of the City of Galveston finds and determines that the Hendley Market Brewery Building is of importance to the cultural history of the City of Galveston; and,

SECTION 3. After public hearing, the City Council approves a 380 Agreement in similar form as attached herein and labeled “**380 Agreement**”, on property located at 2010 Strand and commonly referred to as the “Hendley Market” and legally described as Lot 10, Block 680, in the City and County of Galveston, Texas.

SECTION 4. Pursuant to City of Galveston Ordinance Number 16-051, and approval of the City Council, the City Manager of the City of Galveston is hereby authorized to execute all necessary documents.

SECTION 5. The reimbursable period shall be effective on January 1, 2019, the year following the Approval by City Council of the 380 Agreement (April/2018), and continue for a twenty year period thereafter, expiring on December 31, 2038 or when the maximum reimbursable amount (\$216,697.00) is met, whichever comes first. Upon expiration of the twenty years and/or the culmination of the full reimbursable amount, this 380 Agreement shall automatically terminate.

SECTION 6. Upon the sale of the building, the reimbursement funds to the property owner shall cease and the obligations of the City for reimbursement will cease, regardless of whether the 20 years or maximum reimbursable amount has been reached.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

SECTION 9. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 10. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on April 26, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2018.

Secretary for the City Council
of the City of Galveston

380 AGREEMENT

This Agreement, is entered into on _____, 2018, by and between the City of Galveston, (City), a Municipal Corporation, and Smothers General Investment Co., Owner of the property located at **2010 STRAND** and legally described as LOT 10, BLOCK 680, in the City and County of Galveston, Texas.

WITNESSETH:

WHEREAS, City Council adopted Ordinance Number 16-051, an Economic Incentive Program, as allowed by the Texas Local Government Code, Chapter 380, and referred herein as a “380 Agreement” for the promotion of commercial activity through the rehabilitation of structures, located primarily in the downtown area (19th to 27th Streets, Harborside to Broadway) in the City. In addition, other areas may be considered if the City Council determines them to be of historic interest to the City; and,

WHEREAS, Applicant David Watson, (Architect) and Property Owner, Smothers General Investment Co., submitted a project budget of \$433,395.00 for the property located at 2010 Strand and legally described as Lot 10, Block 680, in the City and County of Galveston, Texas. The rehabilitation project meets the criteria for the 50% reimbursement, as set out in the Staff Report attached as **Exhibit 1** and incorporated herein for all intents and purposes; and,

WHEREAS, the applicant has submitted a project budget of \$433,395.00 of which the estimated total reimbursement under the 380 Agreement would be an amount not-to-exceed \$216,697.00; and,

WHEREAS, the reimbursement funds will come from:

1. An amount equal to the portion of the City’s increased ad valorem tax, on the subject property, over the base year for a maximum of twenty years.
2. An amount equal to the portion of the City’s increased personal property taxes, on the subject property, over the base year for a maximum of twenty years.
3. An amount equal to the City’s portion of the Texas sales tax (2%), generated by the applicant at the subject property, for a maximum of twenty years.

WHEREAS, the reimbursable time period shall be effective from **January 1, 2019**, the year following the Approval by City Council of the 380 Agreement (April/2018), and continue for a twenty year period, thereafter expiring on December 31, 2038 or when the maximum reimbursable amount not-to-exceed \$216,697.00 is met, whichever comes first. Upon expiration of the twenty years and/or the dispersal of the maximum reimbursable amount, this 380 Agreement shall automatically terminate.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Property Owners do mutually agree as follows:

1. This Agreement between the parties consist of the terms and conditions set forth herein, the Staff report labeled as “**Exhibit 1**”, and in accord with City of Galveston Ordinance No. 16-051, as well as, Ordinance No. **18-___** adopted by City Council on April 26, 2018.
2. The City of Galveston is authorized to enter into a 380 Agreement for the property located at 2010 Strand and legally described as Lot 10, Block 680, in the City and County of Galveston, Texas.
3. Pursuant to the City Ordinance Number **18-___**, the reimbursable time period shall be effective from **January 1, 2019**, the year following the Approval by City Council of the 380 Agreement (April/2018), and continue for a twenty year period, thereafter expiring on **December 31, 2038**, or when the maximum reimbursable amount not-to-exceed \$216,697.00 is met, whichever comes first
4. This Agreement shall be effective upon execution in full by the City of Galveston and the property owner. Upon expiration of the twenty years and/or the dispersal of the maximum reimbursable amount, this 380 Agreement shall automatically terminate, unless sooner terminated in accordance with the terms of this Agreement.
5. The applicant has submitted a project budget of \$433,395.00, of which the estimated total reimbursement under the 380 Agreement would be an amount not-to-exceed \$216,697.00. If the Applicant’s valid expenditures are less than \$433,395.00, the reimbursable amount shall be up to 50% of the total valid expenditures. If the Applicant’s valid expenditures are more than \$433,395.00, the maximum reimbursable amount shall not increase over \$216,697.00. The City shall not reimburse the Applicant over \$216,697.00, regardless if valid expenditures exceeding \$433,395.00 have been provided. The maximum reimbursable amount shall not exceed \$216,697.00.
6. If the reconstruction/rehabilitation of the project is not completed within two years of the effective date of this Agreement, the 380 Agreement will automatically be cancelled. Project completion is defined as the issuance of a Certificate of Occupancy. The City Council will have discretion to enlarge the two year period upon recommendation of the City Manager.
7. Upon completion of the project, the property owner shall submit to the City of Galveston proof of valid expenditures in accord with this 380 Agreement. Only those funds spent after December 6, 2017, (the date of application submittal) shall be eligible for reimbursement. The City of Galveston shall confirm the validity of the expenditures prior to releasing any reimbursement payment.

8. The building shall remain, at all times in compliance with the Property Maintenance Codes of the City of Galveston. Any significant violations of the Property Maintenance Code shall result in termination of this 380 Agreement.
9. For each annual reimbursement, the property owner shall present to the City of Galveston an invoice. The invoice shall be accompanied by evidence of property taxes paid; including a copy of the tax bill, payment receipt for property taxes paid and direct evidence of the amount of sales tax paid to the State Comptroller reflecting payment for the previous calendar year. The invoice shall be submitted by **April 1** of each year.

If Ad Valorem taxes are delinquent on or about April 1 of any year, there shall be no reimbursement for that year.

10. Upon the sale of the building, the reimbursement funds to the property owner shall cease and the obligations of the City for reimbursement will cease, regardless of whether the 20 years or maximum reimbursable amount has been reached.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Galveston County, Texas. Venue shall lie in Galveston County, Texas.
12. This Agreement 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 Agreement. The Applicant, by signing this agreement, acknowledges the City of Galveston is entering into this Agreement in its governmental capacity, and not a proprietary capacity.
13. Upon approval by the City Council, this Agreement may be amended upon the written consent of the parties, and such written amendments shall be incorporated into this Agreement for all intents and purposes.
14. Applicant 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.
15. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree or judgment 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 Agreement.

16. GRANTEE SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY LIABILITY, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, CHARGES, EXPENSES, AND ATTORNEYS' FEES ARISING FROM OR UNDER THE ACTIONS OF GRANTOR, ITS OFFICERS, AGENTS OR EMPLOYEES.

17. All notices required or permitted under this Agreement 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 Agreement. 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 each respective party shall be sent to:

City/Grantor: City Manager
P. O. Box 779
Galveston, Texas 77553
(409) 797-3520
(409) 797-3521 fax

with copy to: City Attorney's Office
P. O. Box 779
Galveston, Texas 77553
(409) 797-3530
(409) 797-3531 fax

Property Owner/Grantee/Applicant:

_____,
Smothers General Investment Co.,,
_____, TX 77____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the year and as of the date indicated.

**City of Galveston
Grantor:**

**Smothers General Investment Co.
Grantee:**

By: _____ Date: _____
Brian Maxwell, City Manager

By: _____ Date: _____
_____, Applicant

ATTEST:

Janelle Williams
City Secretary

APPROVED AS TO FORM:

City Attorney's Office
380 Agreement
2010 Strand

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

On this day, BEFORE ME, personally appeared _____, of **Smothers General Investment Co.**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

City of Galveston

823 Rosenberg, Room 302 (409) 797-3665
Galveston, Texas 77550 cgorman@galvestonTX.gov



Date: April 18, 2018

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

From: Catherine Gorman, AICP, Assistant Director/Historic Preservation Officer, Development Services Department

RE: **17PA-076** Consider for Approval a 380 Agreement with Smothers General Investment Co. for the property located at 2010 Strand and commonly referred to as the "Hendley Market". The property is legally described as Lot 10, Block 680, in the City and County of Galveston, Texas.

Applicant: David Watson, Architect

Property Owner: Smothers General Investment Co.

I. Background

On June 23, 2016, the Galveston City Council adopted the Economic Incentive Program as allowed by the Texas Local Government Code, Chapter 380 (Ordinance 16-051). Due to that code citation, these agreements are commonly referred to as '380 Agreements'. The purpose is the promotion of commercial activity in the City of Galveston through the rehabilitation of structures located primarily in the downtown area (19th to 27th Streets, Harborside to Broadway). Other areas may be considered if the City Council determines them to be of historic interest to the City.

II. Current Situation

The building is currently undergoing a renovation which includes the addition of a new fire stair, fire sprinkler system, new roof, window and door rehabilitation, canopy repair, and repointing of the historic brick façade

The applicant is requesting a reimbursement of 50% of the final cost of rehabilitation. This level of reimbursement is available for buildings without cast iron facades but includes distinguishing external architectural features. The Hendley Market building is part of the Hendley Building complex, which is one of the oldest commercial buildings in Galveston and is located within the Strand/Mechanic Historic District.

The applicant has submitted a project budget of \$433,395. The maximum reimbursement amount would be \$216,697. The reimbursement funds will come from:

1. An amount equal to the portion of the City's increased ad valorem tax, on the subject property, over the base year for a maximum of twenty years.

2. An amount equal to the portion of the City's increased personal property taxes, on the subject property, over the base year for a maximum of twenty years.
3. An amount equal to the City's portion of the Texas sales tax (2%), generated by the applicant at the subject property, for a maximum of twenty years.

The reimbursement is available for twenty years or until the reimbursement amount is met, whichever comes first. Attachment B includes a projection of ad valorem taxes, personal property, and sales tax over a twenty year period. The 380 Agreement terminates upon the sale of the property and may not be transferred.

III. Issues

- A. None

IV. Alternatives in Order of Priority

- A. Approval of the 380 Agreement with Smothers General Investment Co.
- B. Do not approve the request.

V. Recommendation

Approval of the 380 Agreement with Smothers General Investment Co.

VI. Fiscal Impact Report

Requested by:	Catherine Gorman, AICP Assistant Director/Historic Preservation Officer Development Services Department
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Funding Source:	N/A
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Costs of Implementation:	maximum of \$216,697 to be reimbursed through increased property tax, personal property tax, and sales tax.
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VII. Attachments

- A. Applicant's submittal
- B. Projections

City of Galveston
380 Economic Incentive Program

April 16, 2018

Project:

Hendley Market
2010 Strand
Galveston, Texas 77550

Description of Work:

Renovate the second and third floor apartments. Currently each floor has one kitchen and one bathroom shared by three apartments. Upon completion, there will be six apartments with a kitchen and bathroom in each- 3 studio apartments, 1 one-bedroom apartment, and 2 two-bedroom apartments. A new fire stair will be added, and all three floors will be fully fire sprinklered. The retail store will remain. The roof is being replaced. All windows are being rebuilt/refurbished, painted, weatherstripped, and a special clear windstorm protective film applied to the glass. Front doors are also being refurbished and painted. The existing sidewalk canopy is being repainted after the rusted steel structure is repaired.

Historic Character:

This is part of the oldest commercial building on The Strand. The work is being undertaken utilizing the Secretary of Interior Guidelines for Rehabilitation of Historic Structures. Existing interior features and original wall configurations are being retained. The unique glass floor is being refurbished. Upon completion, no plumbing piping will be exposed below finished floors or ceilings. The unique Victorian carved wood front doors will be refurbished. All historic windows will be repaired and retained. The ground floor granite columns and lintels will be cleaned. There will be minor repointing of the historic brick façade.

Incentive Requested:

We are requesting 50% of the final cost for rehabilitation for a building without a cast iron façade. The roof, window restoration, door restoration, granite cleaning, and sidewalk canopy repairs exceeds 10% of the construction budget. The roof alone exceeds \$56,000.

Project Budget:

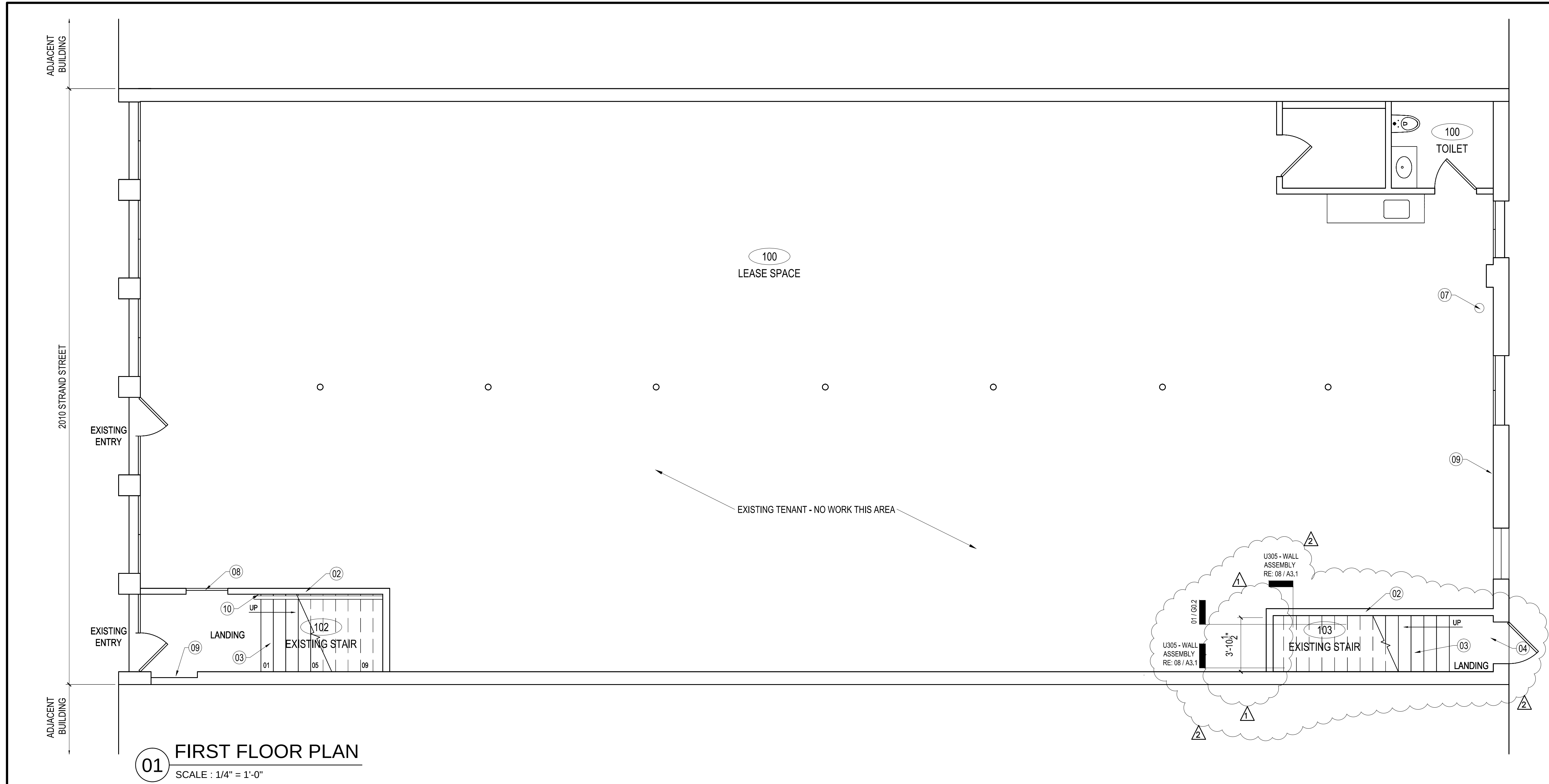
The total project budget is approximately \$850,000.00 with \$433,395.00 remaining to be expensed at the time of the 380 Agreement submission on December 7, 2017 subject to additional costs as work progresses.

Schedule of Work:

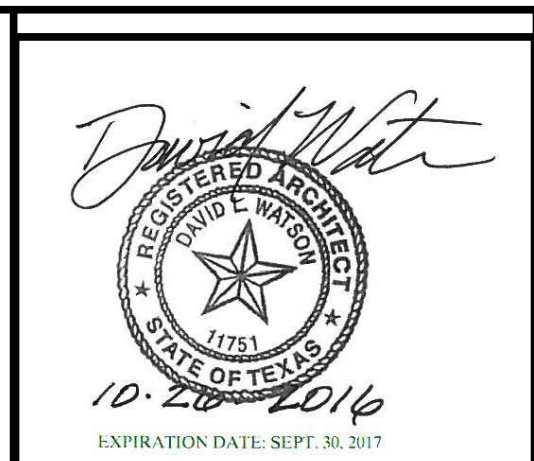
Work is scheduled to be substantially complete by the end of April 2018.

Other Programs:

State of Texas Historic Franchise Tax Incentive Program
Federal Historic Reinvestment Tax Program

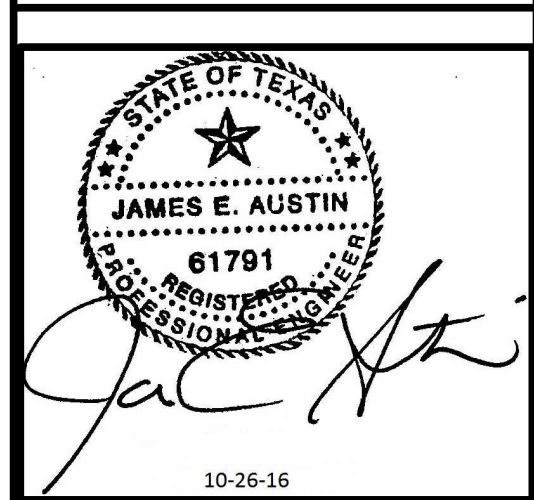


- FIRST FLOOR PLAN - KEYED NOTES :
01. EXISTING WINDOW - NO WORK THIS AREA
 02. EXISTING WALL - NO WORK THIS AREA
 03. EXISTING STAIRS - NO WORK THIS AREA
 04. EXISTING DOOR - NO WORK THIS AREA
 05. EXISTING CABINETS / MILLWORK - NO WORK THIS AREA
 06. EXISTING STORE ROOM / RESTROOM - NO WORK THIS AREA
 07. PROPOSED STANDPIPE LOCATION FOR FIRE SPRINKLER SYSTEM
 08. EXISTING DOOR TO BE MECHANICALLY FASTENED AND FIXED INTO THE CLOSED POSITION
 09. PROPOSED LOCATION FOR NEW FIRE ALARM CONTROL PANEL
 10. PROPOSED NEW WOOD HANDRAIL THIS LOCATION. HANDRAIL SHALL COMPLY WITH 2012 IBC, SECTION 1012



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ASSOCIATES
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409.762.8000
DWARCH@AOL.COM

CONSULTANT :
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Engineers, Inc.
13201 Northwest Freeway,
Suite # 800
Houston, Texas 77040
713.864.4471



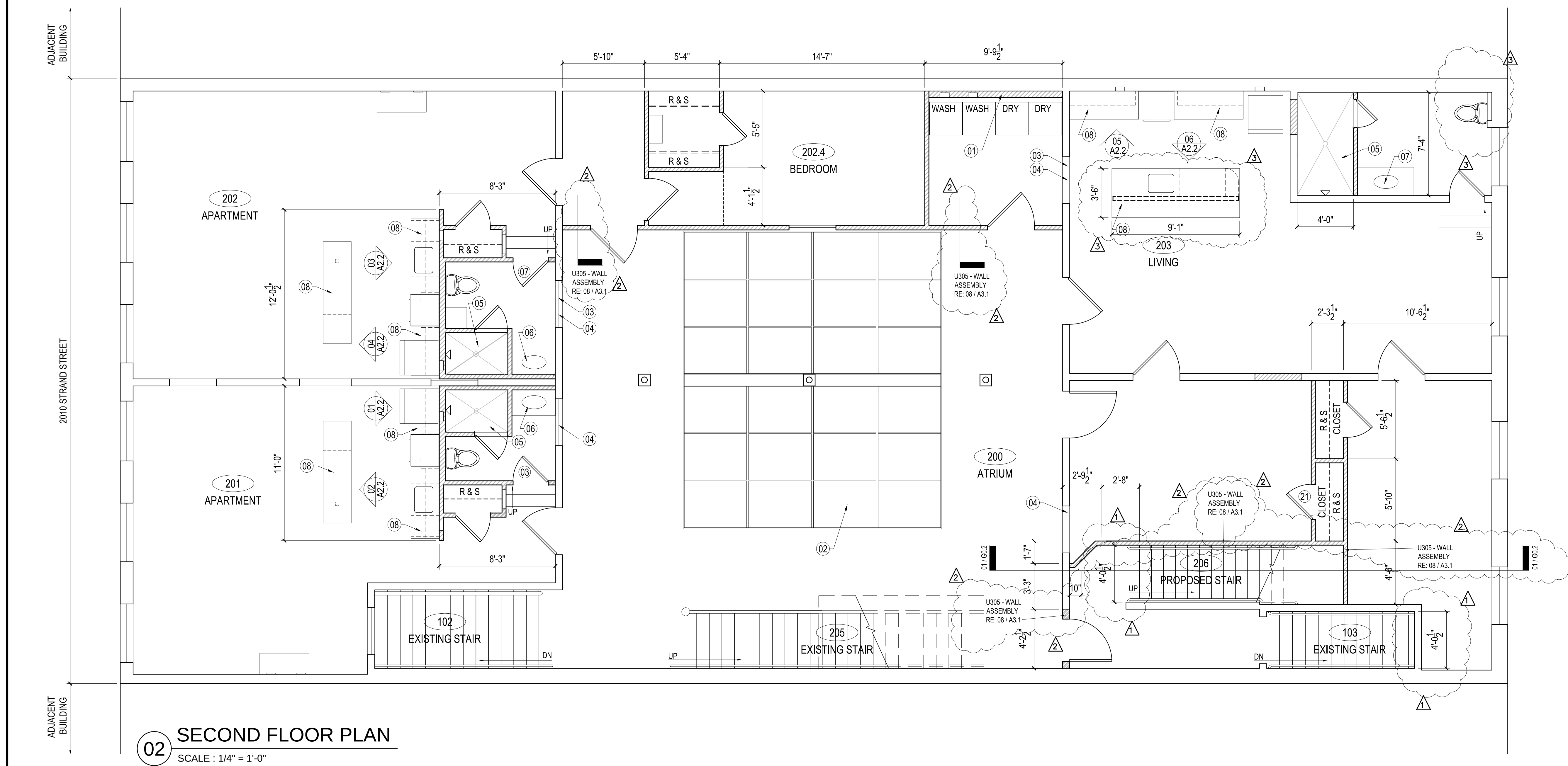
CONSULTANT

PROJECT / OWNER
HENDLEY BUILDING
INTERIOR RENOVATION
2010 STRAND STREET
GALVESTON, TEXAS 77551
29.308160, -94.791624

AREA CALCULATIONS

- SECOND FLOOR PLAN - GENERAL NOTES:
01. ALL EXISTING INTERIOR PAINTED SURFACES SHALL BE CLEANED AND PREPARED FOR PAINTING. "INTERIOR PAINTED SURFACES" REFER TO THE EXISTING INTERIOR DOORS, TRANSOMS, INTERIOR TRIM (DOOR, WINDOW, BASE, MOLDINGS, ETC.) CEILINGS AND METAL COLUMNS. ALLOW FOR ONE (1) PRIMER COAT AND TWO (2) FINISH COATS OF PAINT, UNLESS OTHERWISE NOTED.
 02. ALL INTERIOR FLOORS ARE TO BE CLEANED AND PREPARED FOR APPLICATION OF FLOOR RESTORER. ALL INTERIOR FLOORS TO BE FINISHED USING "REJUVINATE - WOOD FLOOR PROFESSIONAL RESTORER" AS PER MANUFACTURERS RECOMMENDATION FOR APPLICATION.
 03. NO WORK SHALL BE PERFORMED TO THE EXTERIOR MASONRY OR MASONRY DEMISING / PARTY WALLS, UNLESS OTHERWISE NOTED.
 04. ALL PROPOSED / NEW INTERIOR WALLS TO BE PAINTED, ALLOW FOR ONE (1) PRIMER COAT AND TWO (2) FINISH COATS OF PAINT.

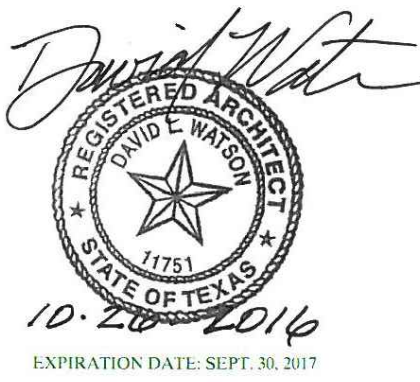
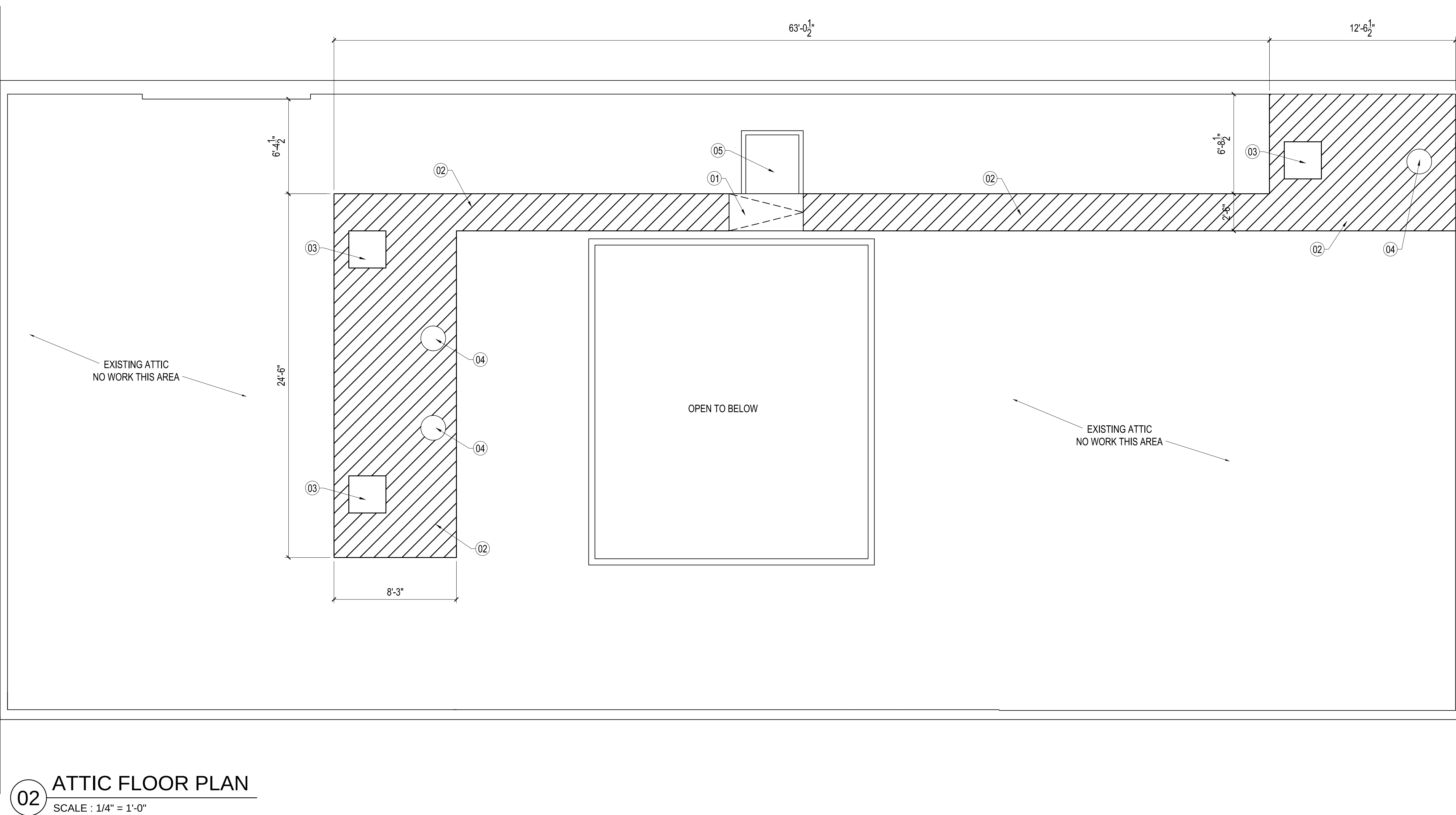
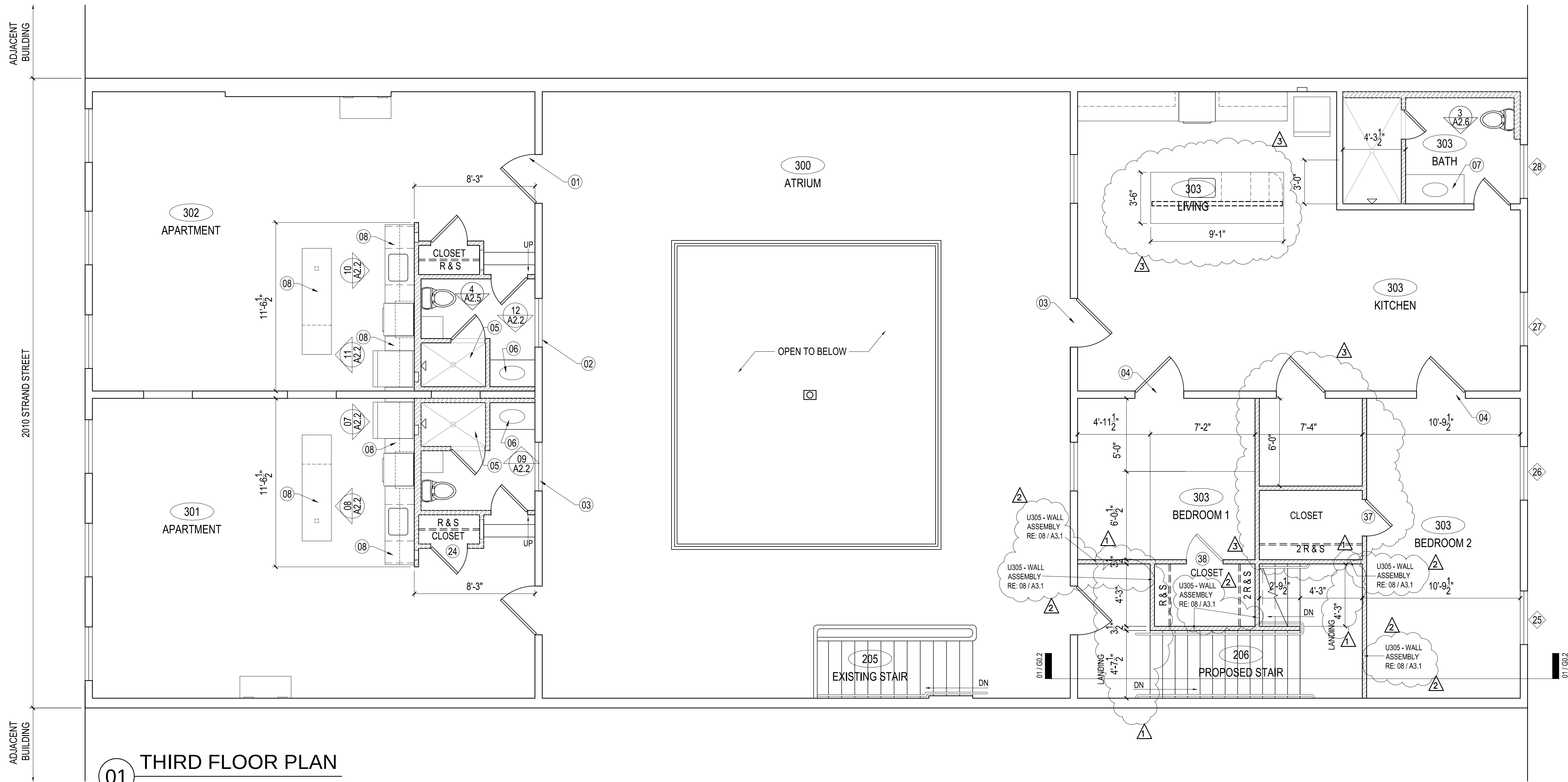
- SECOND FLOOR PLAN - KEYED NOTES:
01. PROPOSED 2X6 WALL THIS LOCATION WITH WALLBOARD ONE SIDE
 02. REPLACE GLASS FLOOR PANE THIS LOCATION - REFER TO STRUCTURAL FOR DETAILS
 03. RE-USE SALVAGED WINDOW THIS LOCATION.
 04. SECURE AND INSTALL WINDOW INTO THE FIXED POSITION (NOT OPERABLE)
 05. PROPOSED SHOWER WITH CERAMIC TILE OVER LATICRETE
 06. SINGLE BASIN TOP: HOME DECORATORS COLLECTION, 37" W MARBLE SINGLE BASIN VANITY TOP IN ARABESCATO VENATO WITH WHITE BASIN. MODEL # ARAVEN3722-2CM
 07. SINGLE BASIN TOP: HOME DECORATORS COLLECTION, 49" W MARBLE SINGLE BASIN VANITY TOP IN ARABESCATO VENATO WITH WHITE BASIN. MODEL # ARAVEN4922-2CM
 08. WORKSURFACE LAMINATE: PROVIDE NEW WILSONART, SOLICOR LAMINATE, COLOR : 4925, CALCUTTA MARBLE



REVISIONS		
MARK	DATE	DESCRIPTION
Δ	JAN 23, 2017	CITY COMMENTS
Δ	MAR 27, 2017	CITY COMMENTS
Δ	AUG 3, 2017	OWNER MEETING

SHEET NUMBER

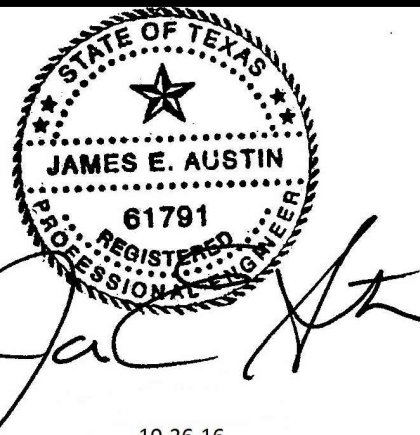
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DAVID WATSON,
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CONSULTANT :

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CONSULTANT

PROJECT / OWNER

HENDLEY
BUILDING
INTERIOR
RENOVATION
2010 STRAND STREET
GALVESTON, TEXAS 77551
29.308160, -94.791624

AREA CALCULATIONS

REVISIONS

MARK	DATE	DESCRIPTION
△	JAN 23, 2017	CITY COMMENTS
△	MAR 27, 2017	CITY COMMENTS
△	AUG 3, 2017	OWNER MEETING

SHEET NUMBER

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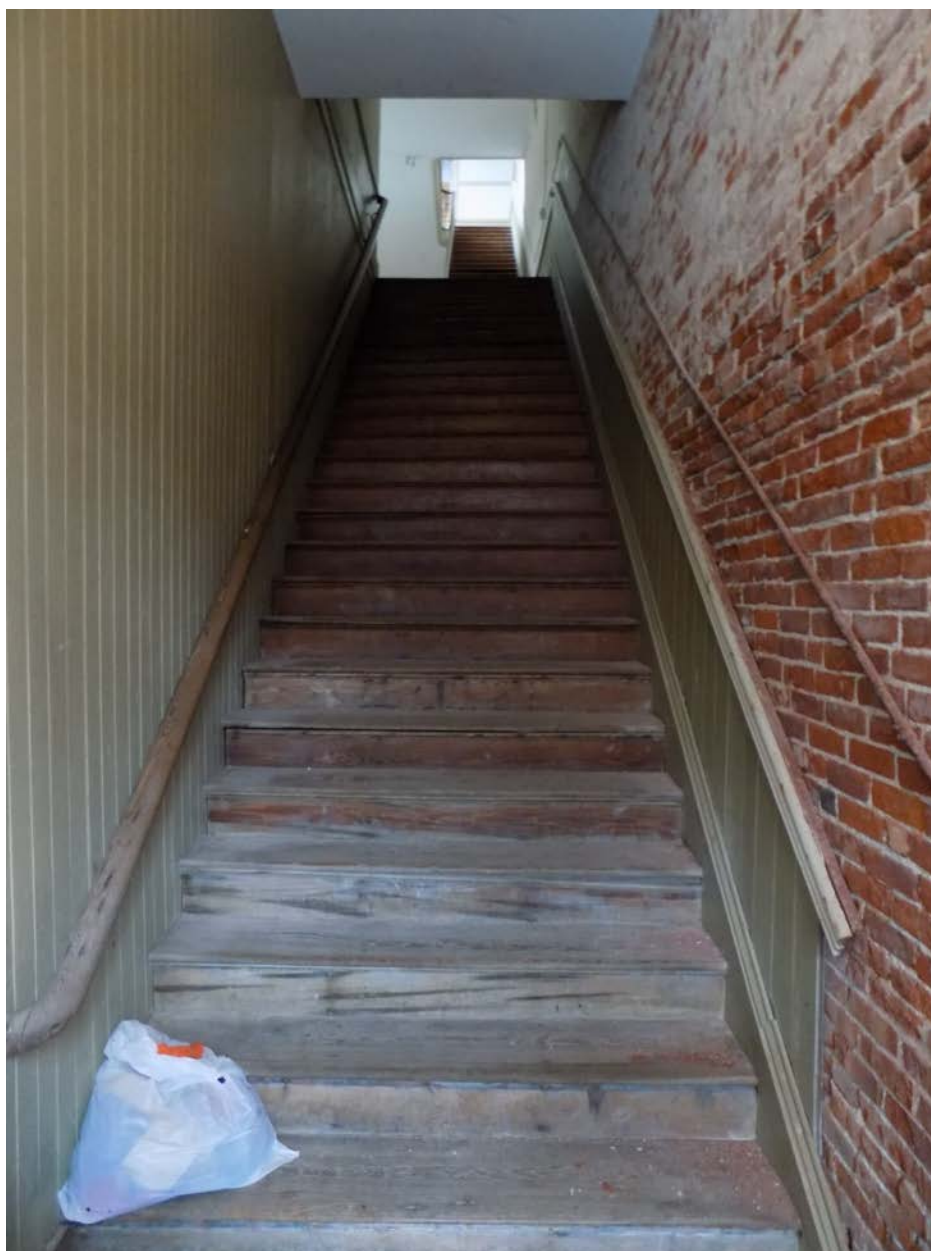


Photo 1: View of existing first floor staircase with 3" diameter wood handrail.



Photo 2: View of existing second floor staircase and balustrade.



Photo 3: View of Second floor atrium with glass floor. Note: A new 1 hour fire rated wall will be added to enclose the first floor and second floor. The wall will be held back from the existing second floor stair balustrade. Double doors from the landing into the atrium will be on magnetic hold open devices to allow doors to remain open except when building goes into alarm. Door trim will be simplified version of existing door casing.



Photo 4: View of Glass atrium floor (note- original glass panels have a “sand” texture and replacement glass is clear). Note: Cracked replacement glass floor panels will be replaced. Historic original glass panels will be retained. Any cracks in historic panels will be address by adding additional supports from below. Support method will be developed by structural engineer on an individual case-by-case requirement.



Photo 5: View of Existing typical door and window casing. Note: Existing trim will be retained, cleaned, and painted.



Photo 6: View of Second floor atrium looking west. Note: A new wall will be added to align approximately 3” back from edge of glass floor and balcony above. The new wall base trim will align with base of existing trim without shaped profile detail. No wainscot will be installed on new wall. New door and window trim will be simplified version of existing trim corresponding to width. Doors will not have transoms. The decorative hood detail will be omitted over new doors and window.



Photo 7: View of Existing demising wall between atrium and front apartment unit 201.



Photo 8: View of existing demising wall between apartment 201 and 202.



Photo 9: View of Existing demising wall between apartment 201 and 202.



Photo 10: View of Front windows with shutters onto balcony.



Photo 11: View of Exterior balcony windows.



Photo 12: View of West exposed brick wall in apartment 202.

Hendley Row (Marker 7487) 2016 Strand Galveston TX. 77550	12 March 17, 2016
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Photo 13: View of Existing bathroom in apartment 203.

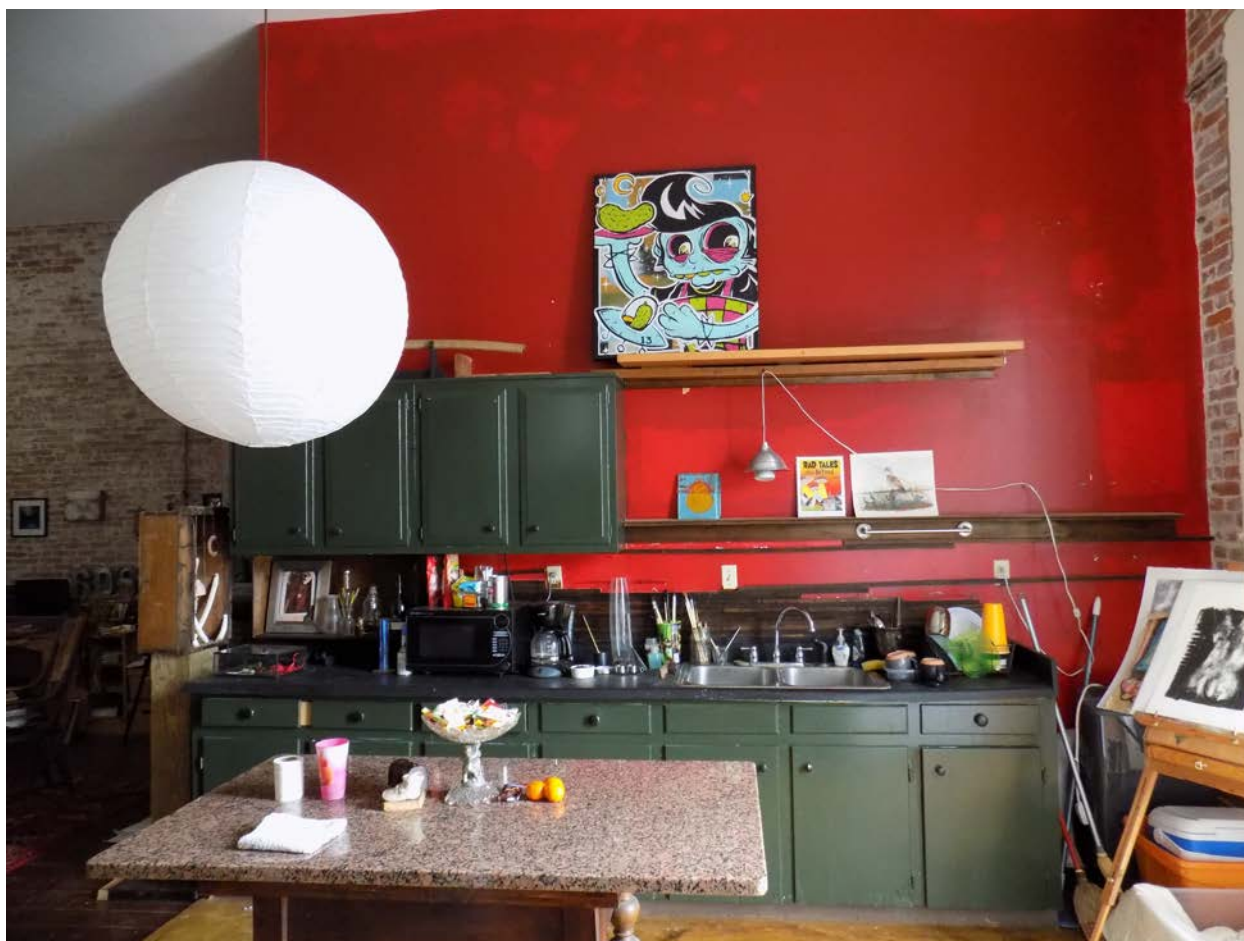


Photo 14: View of existing kitchen. Kitchen will be removed; the bathroom entrance will be moved to wall with existing kitchen counters. Existing entrance to bathroom infilled.



Photo 15: View of existing center wall in apartment 203.



Photo 16: View of Existing north stair to exterior at first floor, currently no light is in this stair well. This will become a part of the fire stairs.



Photo 17: View of Existing demising wall between atrium and front apartment unit 301. Note: The bathroom kitchen will be added in the corner. A raised floor will be installed to allow plumbing drain lines to be installed above the existing floor and not drop down into second floor ceiling area. The window and trim will remain exposed in the bathroom. (Same condition will occur in apartment 302)



Photo 18: View of Existing demising wall between apartment 301 and 302. Note: The bathroom and kitchen will be added in the corner. The original door was previously removed and in filled with drywall. The trim remains. The wall will be furred out to encapsulate a portion of the historic trim. The trim will remain for future renovations. It is necessary to partially encapsulate this one opening to accommodate new bathrooms and kitchens.



Photo 19: View of Existing demising wall between apartment 301 and 302.



Photo 20: View of Front windows with shutters. Note: The original shutters will be repaired as required and a layer of Tung oil hand applied. The window sash weight cords will be replaced. Weather-stripping will be added.



Photo 21: View of Exterior windows. Note: The glazing compound will be removed. Windows will be replaced. Broken or cracked glass will be replaced. Windows will be painted. (Typical for all windows on north and south elevations)



Photo 22: View of Exterior north elevation of existing stair. Note: New hot dipped galvanized stair will be constructed to replace the wooden stair.



Photo 23: View of Exterior north elevation wall. Note: A hot dipped galvanized frame support for the HVAC compressor units will be installed above the first floor openings. Compressors must be installed at least 7 feet above surrounding grade to comply with FEMA flood elevation requirements. Roof is pitched and does not offer an optional location for placement.



Photo 24: View of existing doors on Strand. Note: Doors were repaired to bring first floor mercantile to working condition.



Photo 25: View of Existing interior of Strand doors. Note: Doors will be repaired and hand rubbed with Tung oil.



Photo 26: View of Existing sidewalk canopy/balcony was added around 2000. The steel support framing and railing were rusting. Note: Heavily rusted steel was removed and/oil cleaned. New steel stiffeners were continuously welded around the perimeter edge. The steel will be ground to bare metal and primed with zinc rich primer before painting. Sidewalk was a hazard and therefore was required to be completed as soon as possible.



Photo 27: View of interior of Hendley Market, note the original cast iron interior column. It has developed a vertical split. There appears to have been a flaw in the original casting, and the 9 feet of floodwaters during Hurricane Ike has resulted in internal rusting splitting the column. The split has continued to grow since first observed. Note: The cast iron column is no longer structurally sound. It cannot be repaired to continue to function supporting the load of the two floors above. It will be removed and a steel pipe column installed to replace it.



Photo 28: View of existing west wall on ground floor. Note: The plumbing waste line will drop down from ceiling adjacent to the wall. The line will run parallel to the wall and drop down below grade at the north wall before exiting the building.



Photo 29: View of existing kitchen and restroom in apartment 303.



Photo 30: View of existing wall in apartment 303.

380 Economic Development Agreement Scenario - Hendley Market**Economic Benefits To Downtown: Historic Preservation; Enhanced Tax Base**

Project Assumptions

Current Value: \$362,150

Proposed Impvts \$433,395 Total Project Complete Year 1: \$433,395

City of Galveston Tax Rate Assumptions

Adopted Tax Rate	Maintenance & Operations Rate	Debt Rate	Effective Tax Rate	Effective Maintenance & Operations Rate	Rollback Tax Rate
0.561	0.491025	0.07	0.503175	0.491	0.583361

Proposed Construction Value of Improvements: \$433,395

20-Year incentive Scenario

Year	Tax Rate	Assessment	Taxes Paid (AV Only)	Net over "Base"
Year 0	0.561	\$362,150	\$2,032	\$0 Base Year
Year 1	0.561	\$795,545	\$4,463.01	\$2,431.35
Year 2	0.561	\$819,411.4	\$4,596.90	\$2,565.24
Year 3	0.561	\$843,993.7	\$4,734.80	\$2,703.14
Year 4	0.561	\$869,313.5	\$4,876.85	\$2,845.19
Year 5	0.561	\$895,392.9	\$5,023.15	\$2,991.49
Year 6	0.561	\$922,254.7	\$5,173.85	\$3,142.19
Year 7	0.561	\$949,922.3	\$5,329.06	\$3,297.40
Year 8	0.561	\$978,420.0	\$5,488.94	\$3,457.27
Year 9	0.561	\$1,007,772.6	\$5,653.60	\$3,621.94
Year 10	0.561	\$1,038,005.8	\$5,823.21	\$3,791.55
Year 11	0.561	\$1,069,146.0	\$5,997.91	\$3,966.25
Year 12	0.561	\$1,101,220.3	\$6,177.85	\$4,146.18
Year 13	0.561	\$1,134,256.9	\$6,363.18	\$4,331.52
Year 14	0.561	\$1,168,284.7	\$6,554.08	\$4,522.42
Year 15	0.561	\$1,203,333.2	\$6,750.70	\$4,719.04
Year 16	0.561	\$1,239,433.2	\$6,953.22	\$4,921.56
Year 17	0.561	\$1,276,616.2	\$7,161.82	\$5,130.16
Year 18	0.561	\$1,314,914.7	\$7,376.67	\$5,345.01
Year 19	0.561	\$1,354,362.1	\$7,597.97	\$5,566.31
Year 20	0.561	\$1,394,993.0	\$7,825.91	\$5,794.25
		20 year Total AV	\$121,954.34	\$79,289 Net Value Added over 20 Years Above "Base" Year

Note: Assumes 3% Assessment Value increase per year

Est. Permit Fees Waived

Total Potential A/V Incentive**\$79,289**

380 Economic Development Agreement Scenario - Hendley Market

Economic Benefits To Downtown: Historic Preservation; Enhanced Tax Base

Project Assumptions

Current Value: \$362,150

Proposed Impvts \$433,395 Total Project Complete Year 1: \$433,395

City of Galveston Tax Rate Assumptions

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Year 2	0.561	\$835,322.3	\$4,686.16	\$2,654.50
Year 3	0.561	\$877,088.4	\$4,920.47	\$2,888.80
Year 4	0.561	\$920,942.8	\$5,166.49	\$3,134.83
Year 5	0.561	\$966,989.9	\$5,424.81	\$3,393.15
Year 6	0.561	\$1,015,339.4	\$5,696.05	\$3,664.39
Year 7	0.561	\$1,066,106.4	\$5,980.86	\$3,949.20
Year 8	0.561	\$1,119,411.7	\$6,279.90	\$4,248.24
Year 9	0.561	\$1,175,382.3	\$6,593.89	\$4,562.23
Year 10	0.561	\$1,234,151.4	\$6,923.59	\$4,891.93
Year 11	0.561	\$1,295,859.0	\$7,269.77	\$5,238.11
Year 12	0.561	\$1,360,651.9	\$7,633.26	\$5,601.60
Year 13	0.561	\$1,428,684.5	\$8,014.92	\$5,983.26
Year 14	0.561	\$1,500,118.7	\$8,415.67	\$6,384.00
Year 15	0.561	\$1,575,124.7	\$8,836.45	\$6,804.79
Year 16	0.561	\$1,653,880.9	\$9,278.27	\$7,246.61
Year 17	0.561	\$1,736,575.0	\$9,742.19	\$7,710.52
Year 18	0.561	\$1,823,403.7	\$10,229.29	\$8,197.63
Year 19	0.561	\$1,914,573.9	\$10,740.76	\$8,709.10
Year 20	0.561	\$2,010,302.6	\$11,277.80	\$9,246.14
		20 year Total AV	\$149,605.26	\$106,940 Net Value Added over 20 Years Above "Base" Year

Note: Assumes 5% Assessment Value increase per year

Est. Permit Fees Waived

Total Potential A/V Incentive \$106,940

380 Economic Development Agreement Scenario - Hendley Market

Economic Benefits To Downtown: Historic Preservation; Enhanced Tax Base

Project Assumptions

Current Value: \$86,920

City of Galveston Tax Rate Assumptions

Adopted Tax Rate	Maintenance & Operations Rate	Debt Rate	Effective Tax Rate	Effective Maintenance & Operations Rate	Rollback Tax Rate
0.561	0.491025	0.07	0.503175	0.491	0.583361

20-Year incentive Scenario

Year	Tax Rate	Assessment	Taxes Paid (AV Only)	Net over "Base"	
Year 0	0.561	\$86,920	\$488	\$0	Base Year
Year 1	0.561	\$86,920	\$487.62	\$0.00	
Year 2	0.561	\$89,527.6	\$502.25	\$14.63	
Year 3	0.561	\$92,213.4	\$517.32	\$29.70	
Year 4	0.561	\$94,979.8	\$532.84	\$45.22	
Year 5	0.561	\$97,829.2	\$548.82	\$61.20	
Year 6	0.561	\$100,764.1	\$565.29	\$77.67	
Year 7	0.561	\$103,787.0	\$582.25	\$94.62	
Year 8	0.561	\$106,900.6	\$599.71	\$112.09	
Year 9	0.561	\$110,107.7	\$617.70	\$130.08	
Year 10	0.561	\$113,410.9	\$636.24	\$148.61	
Year 11	0.561	\$116,813.2	\$655.32	\$167.70	
Year 12	0.561	\$120,317.6	\$674.98	\$187.36	
Year 13	0.561	\$123,927.1	\$695.23	\$207.61	
Year 14	0.561	\$127,645.0	\$716.09	\$228.47	
Year 15	0.561	\$131,474.3	\$737.57	\$249.95	
Year 16	0.561	\$135,418.5	\$759.70	\$272.08	
Year 17	0.561	\$139,481.1	\$782.49	\$294.87	
Year 18	0.561	\$143,665.5	\$805.96	\$318.34	
Year 19	0.561	\$147,975.5	\$830.14	\$342.52	
Year 20	0.561	\$152,414.7	\$855.05	\$367.43	
		20 year Total PP	\$13,590.19	\$3,350	Net Value Added over 20 Years Above "Base" Year

Note: Assumes 3% Assessment Value increase per year

Est. Permit Fees Waived

Total Potential A/V Incentive \$3,350

380 Economic Development Agreement Scenario - Hendley Market

Economic Benefits To Downtown: Historic Preservation; Enhanced Tax Base

Project Assumptions

Current Value: \$362,150

City of Galveston Tax Rate Assumptions

Adopted Tax Rate	Maintenance & Operations Rate	Debt Rate	Effective Tax Rate	Effective Maintenance & Operations Rate	Rollback Tax Rate
0.561	0.491025	0.07	0.503175	0.491	0.583361

20-Year incentive Scenario

Year	Tax Rate	Assessment	Taxes Paid (AV Only)	Net over "Base"
Year 0	0.561	\$86,920	\$488	\$0 Base Year
Year 1	0.561	\$86,920	\$487.62	\$0.00
Year 2	0.561	\$91,266.0	\$512.00	\$24.38
Year 3	0.561	\$95,829.3	\$537.60	\$49.98
Year 4	0.561	\$100,620.8	\$564.48	\$76.86
Year 5	0.561	\$105,651.8	\$592.71	\$105.09
Year 6	0.561	\$110,934.4	\$622.34	\$134.72
Year 7	0.561	\$116,481.1	\$653.46	\$165.84
Year 8	0.561	\$122,305.2	\$686.13	\$198.51
Year 9	0.561	\$128,420.4	\$720.44	\$232.82
Year 10	0.561	\$134,841.4	\$756.46	\$268.84
Year 11	0.561	\$141,583.5	\$794.28	\$306.66
Year 12	0.561	\$148,662.7	\$834.00	\$346.38
Year 13	0.561	\$156,095.8	\$875.70	\$388.08
Year 14	0.561	\$163,900.6	\$919.48	\$431.86
Year 15	0.561	\$172,095.7	\$965.46	\$477.84
Year 16	0.561	\$180,700.4	\$1,013.73	\$526.11
Year 17	0.561	\$189,735.5	\$1,064.42	\$576.79
Year 18	0.561	\$199,222.2	\$1,117.64	\$630.02
Year 19	0.561	\$209,183.3	\$1,173.52	\$685.90
Year 20	0.561	\$219,642.5	\$1,232.19	\$744.57
		20 year Total AV	\$16,611.28	\$6,371 Net Value Added over 20 Years Above "Base" Year

Note: Assumes 5% Assessment Value increase per year

Est. Permit Fees Waived

Total Potential A/V Incentive \$6,371

Sales Tax Impacts**Total Tax Rate (State and Local) 8.25%****City Tax Rate: 2%**

Year	Gross Taxable Sales	2% Tax Rate
Year 0	\$ -	
Year 1	\$ 290,026.00	\$5,800.52
Year 2	\$ 290,026.00	\$5,800.52
Year 3	\$ 290,026.00	\$5,800.52
Year 4	\$ 290,026.00	\$5,800.52
Year 5	\$ 290,026.00	\$5,800.52
Year 6	\$ 290,026.00	\$5,800.52
Year 7	\$ 290,026.00	\$5,800.52
Year 8	\$ 290,026.00	\$5,800.52
Year 9	\$ 290,026.00	\$5,800.52
Year 10	\$ 290,026.00	\$5,800.52
Year 11	\$ 290,026.00	\$5,800.52
Year 12	\$ 290,026.00	\$5,800.52
Year 13	\$ 290,026.00	\$5,800.52
Year 14	\$ 290,026.00	\$5,800.52
Year 15	\$ 290,026.00	\$5,800.52
Year 16	\$ 290,026.00	\$5,800.52
Year 17	\$ 290,026.00	\$5,800.52
Year 18	\$ 290,026.00	\$5,800.52
Year 19	\$ 290,026.00	\$5,800.52
Year 20	\$ 290,026.00	\$5,800.52
	Total Sales Tax	\$116,010

Summary Hendley Market 380 Scenario

20 Year Ad Valorem & Sales Tax

Total Ad Valorem Est. Incentive @ 5%+ PYr	\$	106,940.37
Total Personal Property	\$	6,371.24
Total Sales Tax Impact	\$	116,010.40
Total 20 Yr	\$	229,322.01

Est. Max Reimbursement \$ 216,697.00 (Based on 1/2 the value of the total estimated building improvements of \$433,395)

NOTE: Scenario based only for illustrative purposes. Actual incentive would be based on verified CAD values and resultant increases above the base year.

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **2424 AVENUE L**, AS A “GALVESTON LANDMARK”, PROPERTY IS LEGALLY DESCRIBED AS LOT 13, BLOCK 84, 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; PLANNING CASE NUMBER 18P-002; , 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 Applicant and Property Owners, Joan and Melody Oelze are requesting that the structure located at **2424 Avenue L**, and legally described as Lot 13, Block 84, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the subject structure is a Folk Victorian house, constructed by the Galveston Real Estate and Loan Association in 1882, which was subsequently bought by Adolph Frenkel in 1884. The Adolph and Regina Frenkel House is valuable to the development history of the City of Galveston. The Adolph and Regina Frenkel House remains mostly true to its original appearance and is a textbook example of Folk Victorian architecture popular in the United States between 1870 and 1910; and,

WHEREAS, Adolph and Regina Frenkel were both important to Galveston’s history, Adolph being an owner of a Galveston produce business and Regina being president of the Lasker Home for Homeless Children beginning in 1916; 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 not eligible to participate in the City of Galveston’s Tax Exemption for New Galveston Landmarks Program, as the property is located within the Silk Stocking Historic District; and,

WHEREAS, at its regular meeting of March 5, 2018, the Landmark Commission voted unanimously to recommend approval of the request; and,

WHEREAS, at its regular meeting of March 6, 2018, the Planning Commission voted unanimously to recommend approval of the request; and,

WHEREAS, Staff recommends that Planning Case Number 18P-010 request for Landmark Designation of the property located at **2424 Avenue L**, 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 **2424 Avenue L** and legally described as Lot 13, Block 84, in the City and County of Galveston, Texas, as a "Galveston Landmark".

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

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

SECTION 2. After public hearing, the City Council approves the request for Landmark Designation of the property located at **2424 Avenue L** and legally described as Lot 13, Block 84, 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. The City of Galveston Historic Preservation Officer will maintain all records and will record the property's Landmark Designation in the Official Public Records of Real Property of Galveston County, in the tax records of the City of Galveston and the Central Appraisal District, and in the Official Zoning Maps of the City of Galveston, Texas.

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

and sections of this Ordinance.

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

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

SECTION 7. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on March 22, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2018.

Secretary for the City Council
of the City of Galveston



18P-010

STAFF REPORT

ADDRESS:

2424 Avenue L

LEGAL DESCRIPTION:

Lot 13, Block 84, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Joan Oelze

PROPERTY OWNERS:

Joan and Melody Oelze

ZONING DISTRICT:

Historic Zoning District, Historic (HZD-H)

HISTORIC DISTRICT:

Silk Stocking

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
21				



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Historic Zoning District, Historic (HZD-H)	Residential
North	Urban Neighborhood (UN)	Commercial
South	Historic Zoning District, Historic (HZD-H)	Residential
East	Historic Zoning District, Historic (HZD-H)	Residential
West	Urban Neighborhood, Historic District (UN-H)	Mixed Use

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.

In 1882, the Galveston Real Estate and Loan Association purchased six adjacent lots along Avenue L, and built three near-identical Folk Victorian houses with detached carriage houses as investments. In 1884, Adolph Frenkel purchased the westernmost of these houses.

Adolph Frenkel was born July 13, 1838 in Bavaria. He immigrated to the United States in 1852, and arrived in Galveston sometime before 1872. Frenkel was a cashier for the Leon and H. Blum Land Company, one of the largest land and livestock companies in Texas at the time. Later he formed a produce business with one of his sons, and was also an agent for the New York Life Insurance Company. Adolph and first wife Bertha had four sons; Bertha passed away in 1881. Adolph and Regina married in 1885 in New Orleans. Regina Frenkel worked for the Red Cross during World War I, and participated in the National Council for Jewish Women as a member of Temple B’Nai Israel. She was also president of the Lasker Home for Homeless Children beginning in 1916.

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

The Adolph Frenkel House remains mostly true to its original appearance. In addition, the multicolored tile pavers along Avenue L are believed to be original to the approximate time the house was built. A rear addition was added in 1899, and the original carriage house was demolished in 1971. Otherwise the house remains a textbook example of Folk Victorian architecture popular in the United States between 1870 and 1910. More architectural detail is included in Attachment A.

3. **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 Adolph Frankel House was renovated with the intent that it will continue to serve as a single-family residence at its original location. A historic landmark designation will further secure it as a valuable and noteworthy part of the city's historical and architectural heritage.

Financial Incentives for Historic Properties

The property is located within the Silk Stocking Historic District, and is not eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

The Landmark Commission heard the request at the March 5, 2018 meeting. City Council has the final decision regarding the request for a Landmark Designation. The request will be heard at the regular meeting of March 22, 2018.

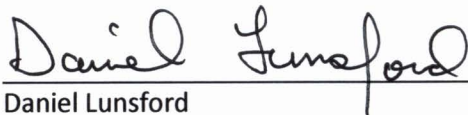
Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

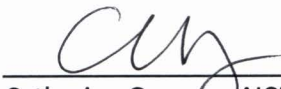
1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties of Galveston, Texas.

Respectfully Submitted,



Daniel Lunsford
Planner

02/19/18
Date



Catherine Gorman AICP
Assistant Planning Director / HPO

2-20-18
Date

The Adolph and Regina Frenkel House

2424 Avenue L

I. Historical and Cultural Significance

The Adolph and Regina Frenkel House sits at 2424 Avenue L Street, near the northern boundary of the Silk Stocking Historic District. The neighborhood features houses of a variety of styles, including numerous examples of Queen Anne, Greek Revival, and Bungalow architecture. Notable nearby buildings include the 1885 Sweeney-Royston House (2402 Ave. L), the 1890 Irving-Vaiani Corner Building (2428 Ave. L), and the 1854 George Ball House (1405 24th Street). The neighborhood developed throughout the late nineteenth and early twentieth centuries, and the houses of the north side of the 2400 block of Avenue L (the south side of block 84) date primarily to the 1880s.¹

In 1882, the Galveston Real Estate and Loan Association purchased six adjacent lots along Avenue L. The following year, the company built three Folk Victorian houses as investments. Each had two stories, cross-gabled roofs, L-shaped floorplans, and Eastlake interior details.² The houses stood on rectangular footprints measuring approximately 38 feet in width by 30 feet in depth. On each lot, the company also built a two-story carriage house, accessible from the alley between Avenue L and Avenue K.³ In 1884, Adolph Frenkel purchased the westernmost of the three houses, standing on lot 13 of block 84 and designated by the address 2424 Avenue L.

Adolph Frenkel was born July 13, 1838 in Bavaria.⁴ He immigrated in 1852⁵ arrived in Galveston at some point prior to 1872. He worked as a cashier for the Leon and H. Blum Land

Company, one of the largest land and livestock companies in Texas.⁶ With his first wife, Bertha, he had four sons, Samuel, Charles, Benjamin, and Morris, and a daughter, Minnie.⁷ Bertha died in 1881.⁸

Regina Frenkel was born August 1858 in Frankfort, Germany.⁹ Little is known about her life prior to her marriage to Adolph Frenkel, which occurred in New Orleans in 1885. The marriage did not produce any additional children, but Adolph's younger children from his first marriage spent most of their childhoods at the house on 2424 Avenue L with their father and Regina.

By 1889, the house had a two-story rear addition, two wooden cisterns, and gas and electric lighting. The interior had plastered walls, two bathrooms, four porches, and six closets. Decorative tile from in the entrance hall may also date to this period.¹⁰ Any of these features may have resulted from the original design and construction or alternatively from early alterations made by the Frenkels.

Adolph formed a produce business with son Samuel, and he later worked as an agent with the New York Life Insurance Company. After his death in 1921, Regina remained in the house with Charles, Samuel, and Minnie. Their other sons, Benjamin and Morris, had relocated to New York, where Benjamin worked as a physician.¹¹ The active Regina worked for the Red Cross during World War I and participated in the National Council of Jewish Women. She devoted her greatest efforts, however, to her role as a president of the Lasker Home for Homeless Children.¹²

The Lasker Home for Homeless Children began in 1894 as the Society for the Help of Homeless Children. Under the charter, nine women directors administered the organization, including fund-raising efforts and admission decisions. Following the loss of its first facility, located at the corner of 37th Street and Avenue R, during the 1900 Hurricane, the organization

constructed a new building at 16th Street and Avenue K. In 1913, banker and investor Morris Lasker donated \$15,000 towards the expansion of that building. Afterwards, the institution was renamed in Lasker's honor.¹³ Regina Frenkel served as president of the organization from 1904 until her death in 1934, and she oversaw the expansion efforts. A retrospective article on the Lasker Home, written in 1955, credits Frenkel and Rabbi Henry Cohen with cultivating Lasker's interest in the project.¹⁴

For a brief period following Regina's death, Minnie Frenkel lived alone in the house at 2424 Ave. L. Eventually, she relocated to an apartment at the Jean Lafitte Hotel. Ultimately, members of the Frenkel family resided at the house for over fifty years.

Various tenants occupied the house until 1945, when the Frenkel children sold it to August O. Gleich, Sr, who immediately gifted it to his son, August O. Gleich, Jr.¹⁵ Gleich, Jr. had recently returned to the U.S. following military service during World War II. He lived at the house between 1945 and 1947, working as a laborer and grocer. After he sold the house, it was used primarily as a rental property for about twenty years.¹⁶ Late-twentieth-century owners included Martha Rapp Speer, Charles and Ernestine Mallini, Donald and Kathy Dupre, and William I. and Judy Kracke.¹⁷ In 1993, the house underwent its first substantial rehabilitation project. The following year, Galveston Historical Foundation included it as part of the annual Homes Tour event.

Sanborn maps from 1889, 1899, 1912, and 1947 demonstrate that the house has not undergone substantial alterations in scale or form since the Frenkel family constructed the rear addition. The maps so reveal several developments regarding secondary buildings on the lot. The 1889 map depicts only the original two-story carriage house at the back of the lot. The 1899 map shows that between 1889 and 1899, the

Frenkels built a one-story addition to the backhouse. In the 1912 map, this building is labeled "Servants," indicating that the family regularly employed full-time domestic servants during the first part of the twentieth century. The 1900 United States Census identifies one such servant as Clara Matthews.¹⁸ The 1912 map also illustrates a new one-story building at the western edge of the property. Between 1912 and 1947, this building was removed and replaced with a larger one-story building. In the 1947 map, the two-story rear building is labeled "2422 1/2," indicating that Frenkel and Gleich families made that building available for rental separately from the main house.¹⁹ The original rear building was demolished in 1971. The current owners constructed a new alley building featuring a three-car garage and an upstairs apartment.

II. Architectural Description

The Frenkel House is a two-story, five-bay, wood-framed Folk Victorian house with a two-story rear (northern) addition. The house addresses Avenue L, from which it is setback approximately forty feet. An iron fence, dating to the second half of the twentieth century, defines the front of the lot. The sidewalk in front of the house has multi-colored square pavers. The pavers continue along Avenue L in front of the other two neighboring Galveston Real Estate and Loan Association houses, indicating that the sidewalk dates to 1883. Furthermore, the front walkway of the Frenkel House retains Octagon-and-Dot pavers that match the sidewalk pavers in color and material, and is also likely original. The front yard has a Magnolia tree, a Grapefruit tree, and turf with a permanent sprinkler system.

The house is raised approximately four feet from ground level. Painted lattice skirting adorns the brick-pier foundation. The main body of the house has a hipped roof with a widow's walk at the crest. A cross gable extends to the south, and an arched window on the primary (south) façade serves as the characteristic decoration of the gable front. The rear addition has two sections, both built by the Frenkels shortly after their purchase of the house. The first section, standing at the east side of the rear elevation, has two stories. This portion of the addition is characterized by an octagonally-projecting bay at the northeast corner and by a bank of windows at the top of the west elevation. A one-story segment of the addition, extending northward from this two-story section, once housed a kitchen and is now a screened porch. The screen enclosure was completed by the current owners. The roofing above all sections of the building has matching composition shingles.

The primary (south) elevation has a two-story double gallery extending across the western three bays. Aside from the orientation of the gable front and wing plan, the façade exhibits symmetry in the configuration of openings. The spindlework of the porch is modest, as is typical of Folk Victorian houses. The main entrance sits in the center bay. The entrance has wooden double doors fitted with modern beveled glass. The two western bays of the first story have walk-through windows that give access to the gallery. The eastern two bays, sitting beneath the cross gable, have a coupled set of four-over-four wood sash windows. The same fenestration pattern is utilized on the second story, where three walk-through windows give access to the gallery and another set of coupled windows stands below the cross gable, in line with those of the first story.

The four-bay east elevation has an octagonally-projecting bay at its north end, corresponding with the two-story rear addition. On both the first and second stories, the projecting bay has four-

over-four wooden sash windows on all three visible sides. The windows of the first story are taller than those of the second story, but the widths are the same. The other three bays of the east elevation have a symmetrical, planar appearance, with four-over-four wooden sash windows arranged in a regular configuration on both stories. The two-bay west elevation has two four-over-four sash windows on the first story and no windows on the second story.

The house retains a high degree of integrity of its historic design and materials. The most significant alteration to the original design was the early rear addition. As this change occurred during the Frenkel era, the addition itself has historic significance. The early 1970s demolition of the original alley building had some impact on the site's historic integrity, but the three-car-garage erected in its place in 2017 was completed using an appropriate design. Other changes of note include the installation of stained glass surrounding the front door during the 1993 rehabilitation and the installation of a widow's walk at the crest of the roof, which also likely occurred in the 1990s.

Notwithstanding these changes, the house retains sufficient integrity to convey its significance from the Frenkel era. Among the historic materials that remain intact, the tiled entryway, three marble fireplaces, and two sets of pine pocket doors stand out. The interior also retains plaster walls in several rooms, original pine floors with five-inch board widths, baseboards, wood trim (including second-story crown molding, twelve-inch baseboards, and wainscoting of the first story and stairway), interior doors, and two-light transoms. On the exterior, the house retains historic windows, doors, and cypress siding. The paved front walkway, recently repaired by the current owners, also retains materials presumed to be original.

- ¹ Karger, Bonnye, research by Lennie Brown. "National Register of Historic Places Nomination, Silk Stocking Residential Historic District." Galveston, Galveston County, Texas. National Register #96000539. April 1996.
- ² "1883 Adolph Frenkel Home, 2424 Avenue L," 1994 Homes Tour Catalog, Preservation Resource Center, Galveston Historical Foundation, Galveston, Texas; Insurance Record for 2424 Avenue L, Texas History Center, Rosenberg Library, Galveston, Texas.
- ³ Insurance Record for 2424 Avenue L; Sanborn Fire Insurance Map, 1889. Dolph Briscoe Center. University of Texas, Austin, Texas.
- ⁴ "Adolph Frenkel, 1921," *Find a Grave*. Web. <http://www.findagrave.com>. Accessed November 25, 2017.
- ⁵ United States Census, 1900, Galveston, Galveston, Texas. Database, *FamilySearch* <https://familysearch.org/ark:/61903/1:1:M3GC-CX6>. Accessed 25 November 2017. Washington, D.C.: National Archives and Records Administration, 1972.
- ⁶ Texas, County Tax Rolls, 1837-1910. Database, *FamilySearch*. <https://familysearch.org/ark:/61903/1:1:QJ85-GX4Y>. Accessed 25 November 2017; Markens, Isaac. *The Hebrews in America A Series of Historical and Biographical Sketches*. New York: Isaac Markens, 1888, p. 169; "1883 Adolph Frenkel Home, 2424 Avenue L," 1994 Homes Tour Catalog.
- ⁷ United States Census, 1880, Galveston, Galveston, Texas. Database, *FamilySearch*. <https://familysearch.org/ark:/61903/1:1:MFNZ-RF5>. Accessed 25 November 2017. Washington D.C.: National Archives and Records Administration, n.d.; United States Census, 1900, Galveston, Galveston, Texas.
- ⁸ "Bertha Frenkel, 1921," *Find a Grave*. Web. <http://www.findagrave.com>. Accessed November 25, 2017.
- ⁹ Texas Department of State Health Services; Austin Texas, USA; *Texas Death Certificates, 1903-1982*.
- ¹⁰ Insurance Record for 2424 Avenue L; Sanborn Fire Insurance Map, 1889. Dolph Briscoe Center. University of Texas, Austin, Texas.
- ¹¹ "1883 Adolph Frenkel Home, 2424 Avenue L," 1994 Homes Tour Catalog; "Adolph Frenkel," *Galveston Tribune*; Monday, February 14, 1921. *Newspaper Archive*. Web. <http://www.newspaperarchive.com>. Accessed November 23, 2017.
- ¹² "1883 Adolph Frenkel Home, 2424 Avenue L," 1994 Homes Tour Catalog.
- ¹³ Turner, Elizabeth Hayes. "Lasker Home for Homeless Children." *Handbook of Texas Online*. Web. <https://tshaonline.org/handbook/online/articles/fch08>. Accessed November 23, 2017.
- ¹⁴ "Services are Held for Mrs. Frenkel," *Galveston Daily News*; Wednesday, December 19, 1934. *Newspaper Archive*. Web. <http://www.newspaperarchive.com>. Accessed November 23, 2017; "Home Honors Late Donor's Birthday," *Galveston News*; Thursday, February 22, 1955. *Newspaper Archive*. Web. <http://www.newspaperarchive.com>. Accessed November 23, 2017.
- ¹⁵ "1883 Adolph Frenkel Home, 2424 Avenue L," 1994 Homes Tour Catalog.
- ¹⁶ "1883 Adolph Frenkel Home, 2424 Avenue L," 1994 Homes Tour Catalog.
- ¹⁷ Insurance Record for 2424 Avenue L.
- ¹⁸ United States Census, 1900, Galveston, Galveston, Texas.
- ¹⁹ Sanborn Fire Insurance Map, 1889. Dolph Briscoe Center. University of Texas, Austin, Texas; Sanborn Fire Insurance Map, 1899. Dolph Briscoe Center. University of Texas, Austin, Texas; Sanborn Fire Insurance Map, 1912. Dolph Briscoe Center. University of Texas, Austin, Texas; Sanborn Fire Insurance Map, 1947. Dolph Briscoe Center. University of Texas, Austin, Texas.

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **5115 AVENUE T** AND LEGALLY DESCRIBED AS THE WEST PART OF BLOCK 197 (197-0-2) DENVER RESURVEY, IN THE CITY AND COUNTY OF GALVESTON, TEXAS AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; GRANTING A SUBSTANTIAL REHABILITATION FOR HISTORIC PROPERTY TAX EXEMPTION; DESIGNATING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY TO IMPLEMENT THE TAX INCENTIVE PROGRAM; PLANNING/DEVELOPMENT SERVICES CASE NUMBER **18LC-021**; , MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

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

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

WHEREAS, Applicant and Property Owners, Tom and Nancy Daly, are requesting that the structure located at **5115 Avenue T** and legally described as the West Part of Block 197 (197-0-2) Denver Resurvey, in the City and County of Galveston, Texas, be officially designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and,

WHEREAS, if the tax exemption for the subject property is granted, the assessed value, in whole or in part, will be “frozen” for the requested ten (10) year period associated with the approved tax exemption. This program freezes the City’s portion of the property tax at the pre-improvement value of the property which is currently at \$650,240.00 The exemption shall be effective on **January 1, 2019**, the year following the verification by City Council of substantial rehabilitation of the historic property and grant of the tax exemption (March/2018), and continue for the ten year period thereafter, expiring on December 31, 2028. After expiration of the tax exemption, the City of

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

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

WHEREAS, at its regular meeting of , 2018, the Landmark Commission voted unanimously to recommend approval of the request; and,

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

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application, and designate the structure located at **5115 Avenue T** and legally described as the West Part of Block 197 (197-0-2) Denver Resurvey, in the City and County of Galveston, Texas, as a historically or archeologically significant site in need of tax relief to encourage its preservation and grant a Substantial Rehabilitation for Historic Properties Tax Exemption.

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

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

SECTION 2. After public hearing, the City Council grants a Substantial Rehabilitation for Historic Properties Tax Exemption of the structure located at **5115 Avenue T** and legally described as the West Part of Block 197 (197-0-2) Denver Resurvey, in the City and County of Galveston, Texas.

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

SECTION 4. The exemption shall be effective on January 1, 2019, the year following the grant of the Substantial Rehabilitation for Historic Properties Tax Exemption, and continue for the ten-year period thereafter, expiring on **December 31, 2028**.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and,

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on March 22, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2018.

Secretary for the City Council
of the City of Galveston



18LC-021

STAFF REPORT

ADDRESS:

5115 Avenue T
William Moody III House

LEGAL DESCRIPTION:

Property is legally described as West Part of Block 197 (197-0-2) Denver Resurvey, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Tom and Nancy Daly

PROPERTY OWNER:

Same

ZONING DISTRICT:

Single Family Residential (R-1)

HISTORIC DISTRICT:

Galveston Landmark

REQUEST:

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

STAFF RECOMMENDATION:

Approval

EXHIBITS:

A – Itemized List of Costs
B – Photos of Completed Work

STAFF:

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



Analysis

On January 23, 2018, the Landmark Commission certified that proposed work to the subject property was in conformance with the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The applicant has completed the work and is requesting verification that the requirements of the program have been met. The threshold to participate is \$325,120. The applicant has submitted documentation that supports a total expenditure of \$449,351.

The City Council has the final authority on the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The tax exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of \$650,240.

Other Reviews

City Council will review the request at the April 26th, 2018 meeting.

Staff Recommendation

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

Respectfully Submitted,



for

Daniel Lunsford
Planner

3/14/18

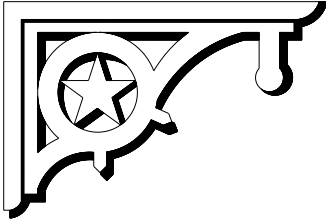
Date



Catherine Gorman, AICP
Assistant Planning Director / HPO

3/14/18

Date



McDaniel Construction Co., Inc.
1423 23rd Street
Galveston, Texas 77550
409-762-6772

February 14, 2018

Mr. Daniel Lunsford, Planner
City of Galveston
Planning and Development Division
P.O. Box 779 823
Galveston, Texas 77553

Re: 5115 Avenue T, Galveston

Mr. Lunsford:

Enclosed is a copy of AIA G703, draw request #7 from McDaniel Construction Co. Inc. showing the project total of \$449,351.91. This represented our final draw request for the work described as the residential restoration at 5115 Avenue T through 10-13-15. Note that line 6 is Miscellaneous Scope. Appliances were not included in this Draw. All invoices for this project have been paid in full by either Tom and Nancy Daly or HomeTown Bank.

Sincerely,

Michael McDaniel

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Draw 7

APPLICATION DATE: 10/13/15

PERIOD TO: 10/13/15

ARCHITECT'S PROJECT NO: 5115 Ave T, Galveston

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	HVAC	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00		
2	Plumbing / Electrical	\$20,000.00	\$30,801.30	\$1,440.00		\$32,241.30	(\$12,241.30)	
3	Master Bath Remodel	\$28,800.00	\$34,874.94	\$0.00		\$34,874.94	(\$6,074.94)	
4	Kitchen	\$25,000.00	\$33,413.88	\$0.00		\$33,413.88	(\$8,413.88)	
5	Masonry	\$12,000.00	\$11,950.00	\$0.00		\$11,950.00	\$50.00	
6	Appliances Miscellaneous Scope	\$25,000.00	\$34,277.43	\$16,834.60		\$51,112.03	(\$26,112.03)	
7	Refinish Floors / Strip & Seal	\$21,000.00	\$0.00	\$9,241.13		\$9,241.13	\$11,758.87	
8	Int / Est Paint	\$33,000.00	\$38,800.23	\$0.00		\$38,800.23	(\$5,800.23)	
9	Refurbish Metal Pocket Door	\$7,800.00	\$7,800.00	\$0.00		\$7,800.00		
10	Restore Windows/Shutters/Rot	\$42,600.00	\$41,502.50	\$0.00		\$41,502.50	\$1,097.50	
12	Repair Ext Metal at Porches	\$5,500.00	\$0.00	\$0.00			\$5,500.00	
14	General Conditions	\$8,000.00	\$10,108.88	\$1,737.80		\$11,846.68	(\$3,846.68)	
15	Contractor O/P	\$51,740.00	\$54,705.83	\$5,850.71		\$60,556.54	(\$8,816.54)	
16	Change Order #01 HVAC	\$57,340.80	\$57,340.80	\$0.00		\$57,340.80		
17	Change Order #02 Additional Scope	\$28,671.88	\$28,671.88	\$0.00		\$28,671.88		
		\$396,452.68	\$414,247.67	\$35,104.24	\$0.00	\$449,351.91	(\$52,899.23)	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 2 "USES AND SUPPLEMENTAL STANDARDS", TABLE 2.201 "PERMITTED USES: COMMERCIAL USES" AND DIVISION 2.300 "STANDARDS FOR LIMITED AND SPECIFIC USES" BY PROVIDING ADDITIONAL STANDARDS FOR COMMERCIAL LODGING PERTAINING TO "COMMERCIAL LODGING (HOTEL)" FACILITIES LOCATED WITHIN THE AREAS OF:

- A. **Gateway** - 59th to Blume Street between Broadway Boulevard and Offat's Bayou/English Bayou;
- B. **Seawall East** - Inland side of Seawall Blvd. from Beach Drive to 6th St.;
- C. **Seawall Core A** - Inland side of Seawall Blvd. from 6th Street to 45th St.;
- D. **Seawall Core B** - Inland side of Seawall Blvd. from 45th Street to 61st St.;
- E. **Seawall West** - Inland side of Seawall Blvd. from 61st Street to Cove View Blvd.;
- F. **Seawall West to 11 Mile** - The area south of Stewart Road from Cove View Blvd. to 11 Mile Rd.;
- G. Southside of Seawall Blvd. from 12th Street to the Easternmost Point of Galveston Island;

PLANNING CASE NUMBER 18ZA-002; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston is an acknowledged tourist destination. The City desires to amend its commercial lodging provisions pertaining to hotels and motels to provide additional hotel/motel amenities to certain areas within the City; and,

WHEREAS, well-appointed commercial lodging establishments have enhanced amenities that provide travelers with a strong sense of location. The establishments may have a distinguishing style and ambiance in both the public spaces and guest rooms or they may be more focused on functionality, providing guests with easy access to local events, meetings, or tourism highlights; and,

WHEREAS, Staff recommends approval of the amendments pertaining to "Commercial Lodging (Hotel) facilities; and,

WHEREAS, after notice and conduct of a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to amend the 2015 Galveston Land Development Regulations, by amending Article 2 "Uses and Supplemental Standards, Table 2.201 "Permitted Uses: Commercial Uses" and Division 2.300, "Standards for Limited and Specific Uses", by providing additional standards for Commercial Lodging (Hotel) facilities located within the areas of:

- A. **Gateway** - 59th to Blume Street between Broadway Boulevard and Offat's Bayou/English Bayou;
- B. **Seawall East** - Inland side of Seawall Blvd. from Beach Drive to 6th St.;
- C. **Seawall Core A** - Inland side of Seawall Blvd. from 6th Street to 45th St.;
- D. **Seawall Core B** - Inland side of Seawall Blvd. from 45th Street to 61st St.;
- E. **Seawall West** - Inland side of Seawall Blvd. from 61st Street to Cove View Blvd.;
- F. **Seawall West to 11 Mile** - The area south of Stewart Road from Cove View Blvd. to 11 Mile Rd.;
- G. **Southside of Seawall Blvd.** from 12th Street to the Easternmost Point of Galveston Island.

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

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

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations by amending Article 2 “Uses and Supplemental Standards”, Table 2.201 “Permitted Uses: Commercial Uses” to read and provide as follows:

Commercial Land Uses	R-0	R-1	R-2	MF	UN	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Commercial Amusement/Recreation Outdoor	-	-	-	-	-	-	L	L	L	L	P	P	LIMITED
Commercial Lodging (Hotel)	-	-	-	-	S	-	PL	PL	P	PL	PL	P	SUP

SECTION 3. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations by amending Article 2 “Uses and Supplemental Standards”, Division 2.300, “Standards for Limited and Specific Uses”, to read and provide as follows:

SEC. 2.317 – COMMERCIAL LODGING (HOTEL)

This Section applies to New Construction or to those properties with proposed improvements that constitute a “substantial improvement,” meaning that the reconstruction cost or area of reconstruction is greater than 50 percent of the cost of replacement of the building, the building shall only be reconstructed if in conformity with these regulations.

A. Limited Use Standards.

1. Location/Areas. The Limited Use Standards shall apply to “Commercial Lodging (Hotel)” facilities located within the following areas:

- A. Gateway** - 59th to Blume Street between Broadway Boulevard and Offat's Bayou/English Bayou;
- B. Seawall East** - Inland side of Seawall Blvd. from Beach Drive to 6th St.;
- C. Seawall Core A** - Inland side of Seawall Blvd. from 6th Street to 45th St.;
- D. Seawall Core B** - Inland side of Seawall Blvd. from 45th Street to 61st St.;
- E. Seawall West** - Inland side of Seawall Blvd. from 61st Street to Cove View Blvd.;
- F. Seawall West to 11 Mile** - The area south of Stewart Road from Cove View Blvd. to 11 Mile Rd.;
- G.** Southside of Seawall Blvd. from 12th Street to the Easternmost Point of Galveston Island;

2. Hotel/Amenities. “Commercial Lodging (Hotel)” facilities shall provide certain on-site amenities to include; but are not limited to:

- a.** A hotel/motel shall contain a guest lounge, breakfast area or cocktail area. The applicable area shall be a minimum of 225 square feet.
- b.** A hotel/motel shall contain a swimming pool and/or fitness center. .
- c.** A hotel/motel shall contain an area for meetings and/or conferences. This area shall be a minimum of 500 square feet.
- d.** A hotel/motel shall contain a business center;
- e.** A hotel/motel may undertake an alternative building development plan which contains building upgrades above these standards for that facility that are comparable in cost to the value of items 2.a. through 2.d..

3. Design Standards.

- a.** Guest rooms shall be accessible from only an internal hallway that is primarily accessible from a central lobby area contained within the hotel/motel.
- b.** Guest access to ice machines/makers and vending kiosks shall be designed so that primary access is from a hallway that will be internal to the hotel/motel building.

4. Operational Standards.

- a.** A hotel/motel shall provide a security plan addressing, but not limited to, surveillance, lighting, and on site security for hotel guests and employees.

Please note that all following sections within Division 6.300 will be renumbered accordingly.

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

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

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

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on _____, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston



18ZA-002

STAFF REPORT

APPLICANT:

City of Galveston

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:

Article 2: Uses and Supplemental Standards

PROPOSED TEXT AMENDMENT:

To modify the requirements for the "Commercial Lodging (Hotel)" land use

EXHIBITS:

A – Proposed text amendments
B – Maps

STAFF:

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

Consideration for Text Amendments

Background:

City Council Member Maceo presented a draft ordinance for Hotel Amenities at a City Council Workshop. At that time, the City Council requested that the draft ordinance be reviewed by the Planning Commission. The Planning Commission has held a series of workshops on the topic of proposed Hotel Amenities.

Executive Summary:

The proposed text amendment calls for certain requirements for hotels located within specific geographic areas. The proposed requirements are:

- A guest lounge, breakfast area, or cocktail area;
- Swimming pool and/or fitness center;
- Meeting and/or conference area;
- A business center;
- Internal access for guest rooms and vending kiosks; and
- A security plan.

Please see Attachment A for more detailed information. The requirements will be added to Article 2: Uses and Supplemental Standards as Limited Standards. Table 2.201 will be modified to indicate the Limited Use requirements in the Traditional Neighborhood (TN), Commercial (C), Resort/Recreation (RES/REC), Light Industrial (LI) zoning districts. These zoning districts are located within the specific geographic areas and currently allow for the Commercial Lodging (Hotel) land use.

The geographic areas include the following areas as shown on Attachment B:

- Gateway - 59th to Blume Street between Broadway Boulevard and Offat's Bayou/English Bayou;
- Seawall East - Inland side of Seawall Blvd. from Beach Drive to 6th St.;
- Seawall Core A - Inland side of Seawall Blvd. from 6th Street to 45th St.;
- Seawall Core B - Inland side of Seawall Blvd. from 45th Street to 61st St.;
- Seawall West - Inland side of Seawall Blvd. from 61st Street to Cove View Blvd.;
- Seawall West to 11 Mile - The area south of Stewart Road from Cove View Blvd. to 11 Mile Rd.;
- Southside of Seawall Blvd. from 12th Street to the Easternmost Point of Galveston Island;

Purposes: Text amendment proposals shall serve the following purposes:

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

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

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

Other Reviews

The Planning Commission reviewed at their March 20, 2018 meeting and voted to recommend approval. The vote was unanimous with one absence.

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

Date

Commercial Land Uses	R-0	R-1	R-2	MF	UN	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Commercial Amusement/Recreation Outdoor	-	-	-	-	-	-	L	L	L	L	P	P	LIMITED
Commercial Lodging (Hotel)	-	-	-	-	S	-	PL	PL	P	PL	PL	P	SUP
Correctional or Rehabilitation Facility	-	-	-	-	-	-	-	S	-	-	S	S	SUP
Credit Access Business	-	-	-	-	-	-	-	L	-	-	-	-	
Flea Market	-	-	-	-	-	-	-	L	L	L	L	L	LIMITED
Gun Shop	-	-	-	-	-	-	-	L	L	L	L	L	LIMITED
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	-	-	-	-	-	-	-	-	L	L	L	LIMITED
Homeless Shelter	-	-	-	-	-	-	-	S	S	S	P	P	SUP
Hospital	-	-	-	-	-	-	P	P	P	P	P	-	
Kennel	-	-	-	-	-	-	-	L	-	L	L	P	LIMITED
Library	-	-	P	P	P	-	P	P	P	P	P	P	
Medical Office / Clinic / Lab	-	-	-	P	L	-	P	P	P	P	P	-	LIMITED
Music Instruction	P	P	P	P	P	P	P	P	P	P	P	P	
Nursery or Greenhouse, Retail	-	-	-	-	-	P	-	P	P	P	P	P	
Nursery Wholesale	-	-	-	-	-	-	-	L	-	-	P	P	LIMITED
Nursing / Convalescent Home	-	-	S	L	L	-	P	P	P	P	P	P	LIMITED/SUP
Office	-	-	-	-	L	-	L	P	L	L	L	L	LIMITED
Parking Lot, Commercial Surface Parking Area	-	-	-	-	-	-	-	-	-	-	L	L	LIMITED
Parking Structure or Lot Incidental to Main Use	-	-	-	P	L	-	P	L	P	L	P	P	LIMITED
Parking Structure – Mixed Use	-	-	-	L	L	-	L	L	L	L	L	-	LIMITED

4. **Residential Character in UN District.** In the UN district, if operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
5. **Design Standards.** In the UN District, the use must comply with urban design standards established in the UN District.

SEC. 2.315 COMMERCIAL AMUSEMENT/RECREATION, INDOOR

A. Limited Use Standards.

1. **Hours of Operation near Residential.** The use, if within 200 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 12:00 AM and 8:00 AM.
2. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
3. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.316 COMMERCIAL AMUSEMENT/RECREATION, OUTDOOR

A. Limited Use Standards.

1. **Use Limitations.** Outdoor shooting ranges for firearms shall not be permitted. Drive-in theaters, golf driving ranges, and go cart tracks shall not be permitted in the CB and UN districts.
2. **Hours of Operation near Residential.** The use, if within 200 feet of the property line of a residential use, of a mixed-use development that includes residential use or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 12:00 AM and 8:00 AM.
3. **Noise Limitation.** All on-site activities and events shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines.

SEC.2.317 COMMERCIAL LODGING (HOTEL)

This Section applies to New Construction or to those properties with proposed improvements that constitute a "substantial improvement, "meaning that the reconstruction cost or area of reconstruction is greater than 50 percent of the cost of replacement of the building, the building shall only be reconstructed if in conformity with these regulations.

A. Limited Use Standards.

1. **Location/Areas.** The Limited Use Standards shall apply to "Commercial Lodging (Hotel)" facilities located within the following areas:

- a. Gateway - 59th to Blume Street between Broadway Boulevard and Offat's Bayou/English Bayou;
- b. Seawall East - Inland side of Seawall Blvd. from Beach Drive to 6th St.;
- c. Seawall Core A - Inland side of Seawall Blvd. from 6th Street to 45th St.;
- d. Seawall Core B - Inland side of Seawall Blvd. from 45th Street to 61st St.;
- e. Seawall West - Inland side of Seawall Blvd. from 61st Street to Cove View Blvd.;
- f. Seawall West to 11 Mile - The area south of Stewart Road from Cove View Blvd. to 11 Mile Rd.;
- g. Southside of Seawall Blvd. from 12th Street to the Easternmost Point of Galveston Island;

2. Hotel/Amenities. “Commercial Lodging (Hotel)” facilities shall provide certain on-site amenities to include; but are not limited to:

- a. A hotel/motel shall contain a guest lounge, breakfast area or cocktail area. The applicable area shall be a minimum of 225 square feet.
- b. A hotel/motel shall contain a swimming pool and/or fitness center. .
- c. A hotel/motel shall contain an area for meetings and/or conferences. This area shall be a minimum of 500 square feet.
- d. A hotel/motel shall contain a business center;
- e. A hotel/motel may undertake an alternative building development plan which contains building upgrades above these standards for that facility that are comparable in cost to the value of items 2.a. through 2.d..

3. Design Standards.

- a. Guest rooms shall be accessible from only an internal hallway that is primarily accessible from a central lobby area contained within the hotel/motel.
- b. Guest access to ice machines/makers and vending kiosks shall be designed so that primary access is from a hallway that will be internal to the hotel/motel building.

4. Operational Standards.

- a. A hotel/motel shall provide a security plan addressing, but not limited to, surveillance, lighting, and on site security for hotel guests and employees.

SEC.2.~~317~~ 318 COMMUNITY GARDEN

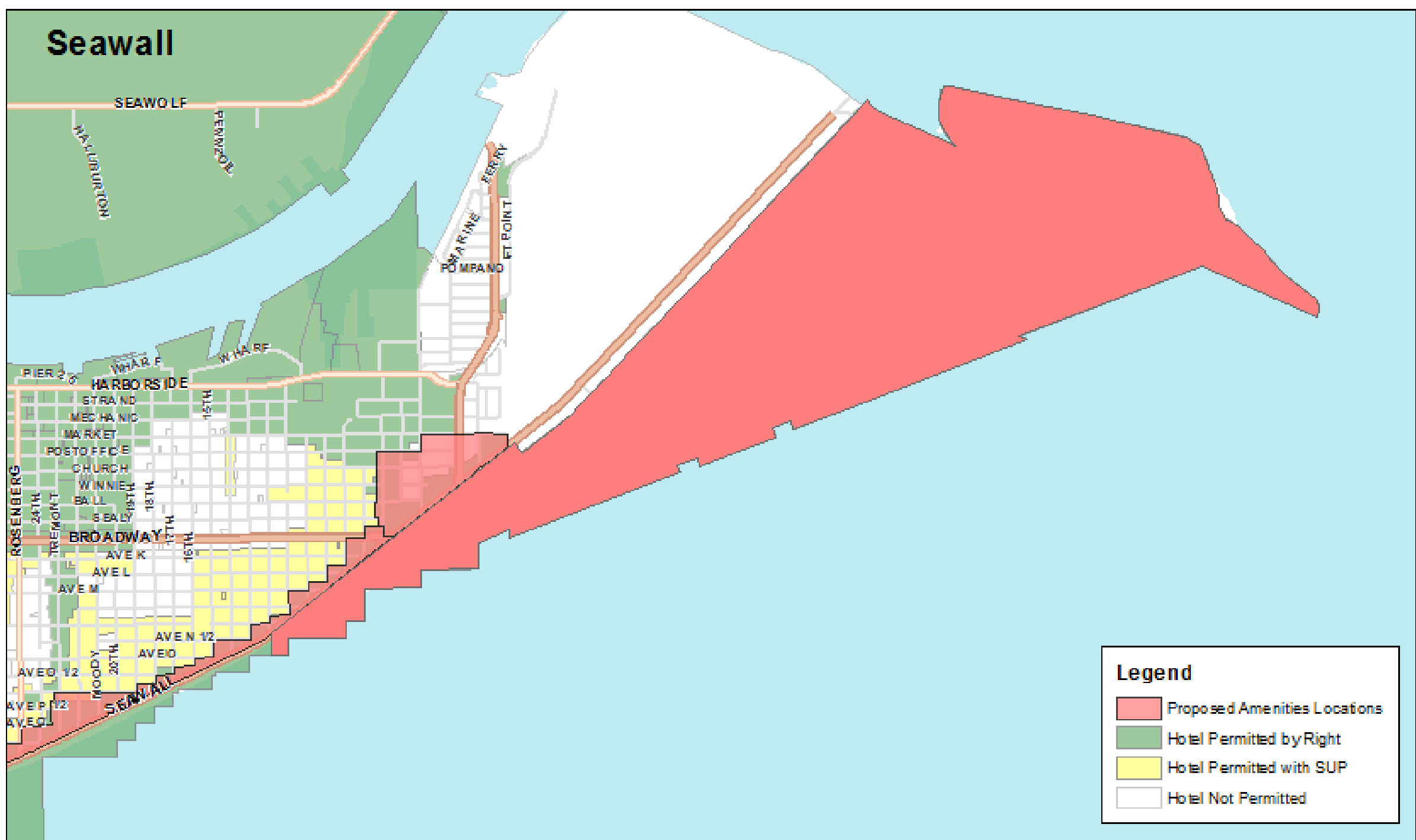
A. Limited Use Standards.

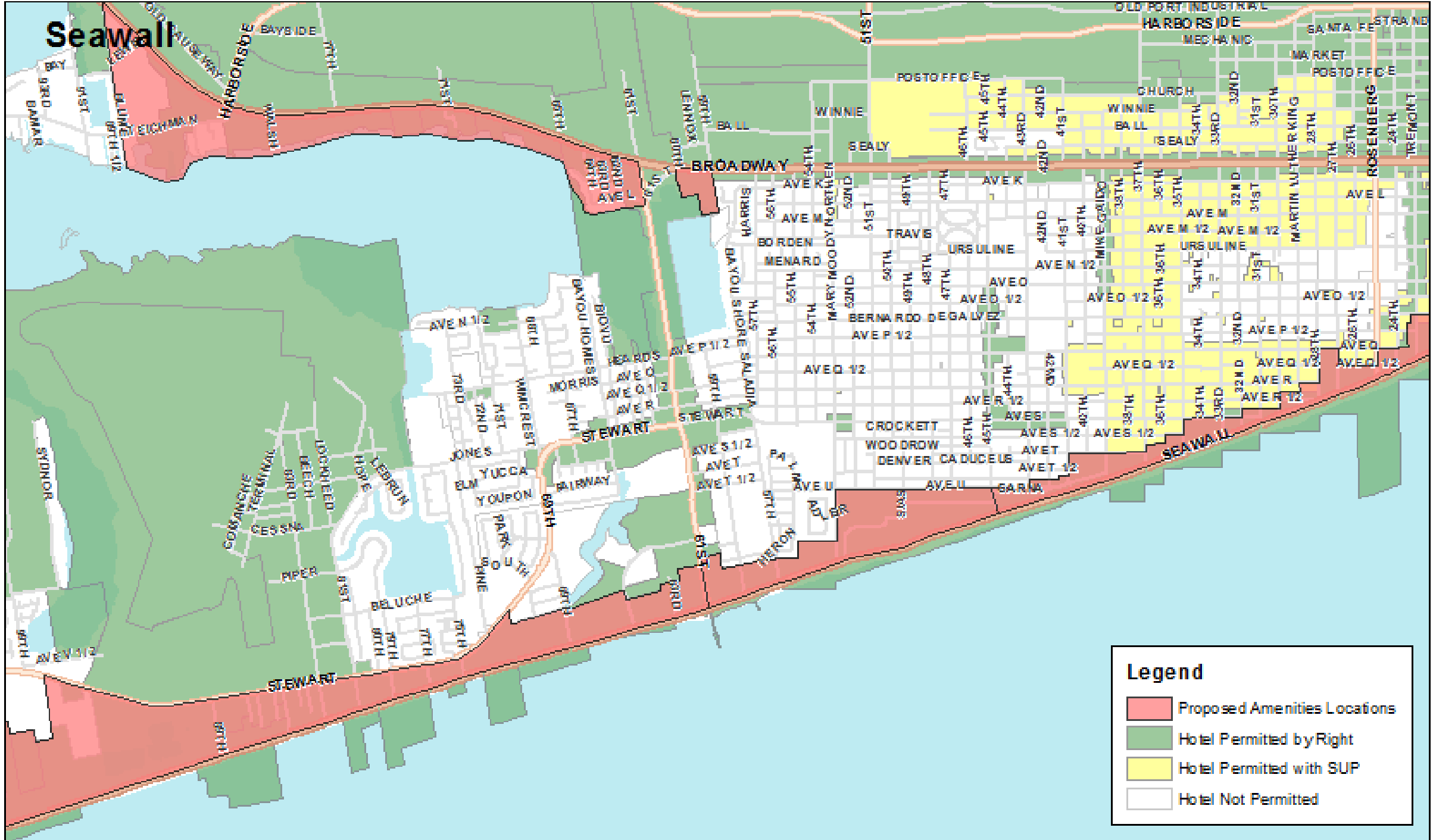
- 1. Community Gardens shall not be located on park land currently used for active or passive recreation or where there exist immediate plans to develop parkland for active or passive recreation.

Gateway

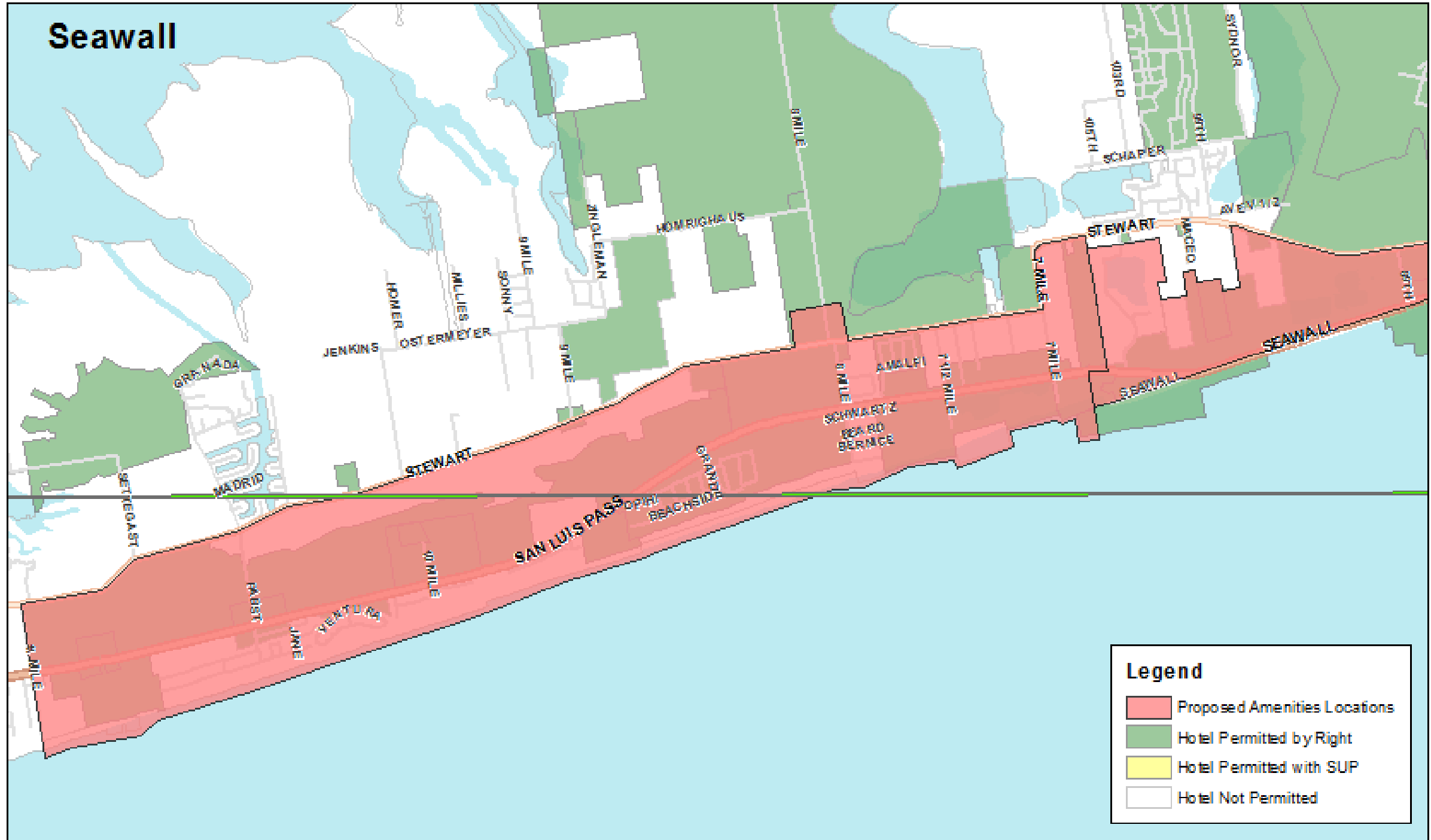


Seawall





Seawall



ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, ARTICLE 5: SECTION 5.109, "SIGNS IN CENTRAL BUSINESS (CB), URBAN NEIGHBORHOOD (UN) AND TRADITIONAL (TN) DISTRICTS"; TO MODIFY THE ALLOWABLE SIGNAGE IN THE CENTRAL BUSINESS (CB) ZONING DISTRICT; PLANNING CASE NUMBER 18ZA-001; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, the Applicant, Derek Groenewold, Stuttgarden Tavern Galveston, LLC., is requesting a modification to the allowable signage in the Central Business (CB) zoning district. The applicant has leased 111 Tremont/23rd Street, as the new location of the Stuttgarden Tavern on the Strand. In developing plans for the property, the applicant has found that the allowable square footage of signage is too low for the large scaled 15,000 square foot building. The applicant is proposing a text amendment that would allow larger scaled buildings in the CB district to utilize the signage allotments found in Section 5.107: Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts of the City's sign regulations; and,

WHEREAS, the CB District encompasses much of the City's historic downtown area and is intended to provide for the intensive, mixed-use development pattern found in urban central business districts; and,

WHEREAS, text amendments shall serve the purposes of:

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

WHEREAS the Planning Commission, at its regular meeting of March 20, 2018, voted unanimously to recommend approval of the text amendment; however, changed one of the eligibility requirements for the increased signage from a building with a *façade that exceeds 100 linear feet* to a building that is 10,000 or more square feet; and,

WHEREAS the City Council on March 22, 2018, requested that the Landmark Commission review the request as a portion of the Central Business zoning district includes the Strand/Mechanic Historic District. The Landmark Commission at its regular

meeting of April 2, 2018, discussed the request and recommended adding verbiage relating to the review and approval by the Landmark Commission of any signage over the allotments in Section 5.109 for those properties located within the Strand/Mechanic Historic District; and,

WHEREAS, Staff, recommends in its staff report, attached and incorporated herein **as Exhibit 1**, approval of the text amendment to Article 5, “Signs” of the Galveston Land Development Regulations to modify the allowable signage in the Central Business (CB) zoning district, with the eligibility change recommended from the Planning Commission and the verbiage from the Landmark Commission; and,

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public’s interest to approve the text amendment to modify the allowable signage in the Central Business (CB) zoning district.

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

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

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations Article 5 “Signs” Section 5.109, “Signs in Central Business (CB), Urban Neighborhood (UN), and Traditional Neighborhood (TN) Districts”, as substantially provided in Exhibit 1, to read and provide as follows:

SEC 5.109 SIGNS IN CENTRAL BUSINESS (CB), URBAN NEIGHBORHOOD (UN), AND TRADITIONAL NEIGHBORHOOD (TN) DISTRICTS

Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Attached Signs: 1. Internal illumination limited to one sign type. 2. <u>Single Tenant Properties located in the Central Business (CB) District with a minimum square footage of 10,000, shall be subject to Section 5.107, Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts. For those properties located within the Strand/Mechanic Historic District, any signage over the allotments in Section 5.109 shall be subject to review and approval by the Landmark Commission.</u>						
Flat/Wall sign/Canopy	1	20 square feet 40 square feet (UN only)	n/a	Facing a street right-of-way	External	(Sec 5.422)

Under-Canopy	1	24 square feet	n/a	n/a	External	Minimum 7.5 feet clearance above grade. (Sec 5.418)
Projecting	1	48 square feet	n/a	On site, may extend over right-of-way	External	May project up to 4 feet from building. (Sec 5.413)
Detached Signs						
1. Properties east of 59th Street, north of Seawall Boulevard, south of Harborside Drive to and including Ferry Road are limited to monument only (Sec. 5.404). 2. Single Tenant Properties located in the Central Business (CB) District with a minimum square footage of 10,000, shall be subject to Section 5.107, Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts. For those properties located within the Strand/Mechanic Historic District, any signage over the allotments in Section 5.109 shall be subject to review and approval by the Landmark Commission.						
Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Monument	1 per street frontage.	200 square feet	12 feet	On site	Internal, External	Sign base width measures at least 75percent of the width of the sign.
Subdivision	2 per intersection	150 square feet	12 feet	Reserve area	Internal, External	(Sec 5.415)
Directional (on-site)	n/a	6 square feet	8 feet	On site	Internal, external	Giving directions to motorist regarding parking and access drives
A Frame, Sandwich board or Easel	1 per site	6 square feet	4 feet	On site	None	Displayed during business only. Wood, aluminum or metal only. Free of attachments.

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

SECTION 4. 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 Section 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on April 26, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

Date: April 17, 2018

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

From: Tim Tietjens, Director of Development Services Department
on behalf of the Broadway Ad Hoc Committee

RE: **18ZA-001** Request for a text amendment to the Galveston Land Development Regulations, Article 5 Signs to modify the allowed signage in the Central Business (CB) zoning district.
Applicant: Derek Groenewold, Stuttgarden Tavern Galveston, LLC

I. **Background**

March 20, 2018 – The Planning Commission reviewed the request and recommended approval with a change to one of the eligibility requirements for the increased signage from “a building with a façade that exceeds 100 linear feet” to “a building that is 10,000 or more square feet.”

March 22, 2018 – City Council deferred this request in order for the Landmark Commission to review since a portion of the Central Business zoning district includes the Strand/Mechanic Historic District.

April 2, 2018 – The Landmark Commission discussed the request. The Commission had concerns about the allowance of larger signs within the historic district but acknowledged that there may be certain situations in which larger signs would be appropriate.

II. **Current Situation and Issues**

Staff is recommending the following change, incorporating the Landmark Commission’s comments:

Single Tenant Properties located in the Central Business (CB) District with a minimum square footage of 10,000, shall be subject to Section 5.107, Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts. For those properties located within the Strand/Mechanic Historic District, any signage over the allotments in Section 5.109 shall be subject to review and approval by the Landmark Commission.

The above additional language will allow the Landmark Commission to review signage proposals which are above the current signage allotment for appropriateness.





City of Galveston

III. Alternatives in Order of Priority

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

IV. Recommendation

Approval of the modified language.

V. Fiscal Impact Report

Funding Source: n/a

Total Costs of Implementation: None

VI. Attachments

- A. Original Staff Report





18ZA-001

STAFF REPORT

APPLICANT:

Derek Groenewold, Stuttgarden
Tavern Galveston, LLC

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE

REGULATIONS:

Article 5: Signs

PROPOSED TEXT AMENDMENT:

To modify the allowable signage
in the Central Business (CB)
zoning district

EXHIBITS:

A – Applicant's Submittal

B – Proposed text amendments

STAFF:

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

Background:

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

Executive Summary:

The applicant is requesting modification to the allowable signage in the Central Business (CB) zoning district. The CB District encompasses much of the City's historic downtown area and is intended to provide for the intensive, mixed-use development pattern found in urban central business districts. Please see Attachment A for the allowable signage in the CB zoning district. In general, the following signs are currently allowed per business in CB:

Attached Signs:

Flat Wall/Canopy – One sign, 20 square feet maximum;
Under-Canopy – One sign, 24 square feet maximum; and
Projecting – One sign, 48 square feet maximum.

Detached Signs are permitted as well, but are not commonly feasible due to the fact that most buildings in the CB district are built from property line to property line.

The applicant has leased 111 Tremont/23rd Street, formerly occupied by Fuddruckers, as the new location of the Stuttgarden Tavern on the Strand. In developing plans for the property, the applicant has found that the allowable square footage of signage is too low for this large scaled building, 15,000 square feet.

Proposed changes:

The applicant is proposing a text amendment that would allow larger scaled buildings in the CB district to utilize the signage allotments found in Section 5.107: Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts. In general, the following signs are allowed in those districts, with the additional restriction that each business is limited to three attached sign types with a cumulative square footage of 500 square feet:

Attached Signs:

Flat Wall/Canopy – Four signs, 200 square feet maximum;
Under-Canopy – One sign, 24 square feet maximum;
Projecting – One sign, 48 square feet maximum; and
Marquee – One per street frontage, 200 square feet maximum.

Under the applicant's proposal, in order to be eligible for the increased signage, a building must be occupied by a single tenant and have at least 100 linear feet adjacent to a public street (excluding alleys). The façade must also include an entrance that is utilized by the public. Please see Attachment B for the proposed text amendment.

Consideration for Text Amendments

Purposes: Text amendment proposals shall serve the following purposes:

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

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

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

Other Reviews

Planning Commission will review at their regular meeting of March 20, 2018.

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

March 8, 2018
Date

APPLICATION FORM - PLANNING COMMISSION/CITY COUNCIL

111 TREMONT, GALVESTON, TX 77550

LDR TEXT CHANGE REQUEST NARRATIVE

ARTICLE 5, SECTION 5.109

The APPLICANT respectfully requests that the Planning Commission and City Council approve the following LDR TEXT CHANGE request under ARTICLE 5, SECTION 5.109, SIGNS IN CENTRAL BUSINESS (CB), URBAN NEIGHBORHOOD (UN) AND TRADITIONAL (TN) DISTRICTS:

Single Tenant Properties located in the CENTRAL BUSINESS (CB) DISTRICT whose Public Street Facing Façade exceeds 100 Linear Feet shall be subject to ARTICLE 5 SECTION 5.107 under COMMERCIAL (C) and excluded from ARTICLE 5, SECTION 5.109.

A "Public Street Facing Façade" for purposes of calculating Linear Feet under ARTICLE 5 shall be defined as any Public Street Facing (Not Alley Facing) Facade attached to the Subject Property that includes a building entrance/access used primarily by the Public or Patrons of the Property.

The APPLICANT (STUTTGARDEN TAVERN GALVESTON, LLC) has recently leased the 15,000 sq. ft. 111 Tremont property (PROPERTY) from the OWNER (MITCHELL HISTORIC PROPERTIES, INC.) for the purposes of opening a larger version of STUTTGARDEN TAVERN ON THE STRAND, a German Restaurant & Bar currently located at 2110 Strand St, Galveston, TX 77550 (www.stuttgardentavern.com). The remodeled single tenant property will include a 1st Floor Full Service Restaurant, a 2nd Floor German Bierhall Entertainment Venue and a 3rd Floor Rooftop Biergarten.

The APPLICANT contends that ARTICLE 5, SECTION 5.109 was drafted to limit the number and size of the signage for multi-tenant buildings with smaller Public Street Facing Facades which are shared by multiple tenants competing for the public's attention. The APPLICANT agrees that if these types of signs were not limited in number and in size they would visually clutter and reduce the beauty of the CB District.

To the contrary, subjecting this single tenant PROPERTY and other similar properties located in the CB DISTRICT to ARTICLE 5, SECTION 5.109 creates a disproportionate sign size to building façade size ratio. This will effectively hamper the APPLICANTS ability to attract patrons to the PROPERTY due to the relatively small size of the signage in comparison to the buildings larger façade which could potentially reduce the APPLICANTS long term economic viability and the city's tax base.

SEC 5.109 SIGNS IN CENTRAL BUSINESS (CB), URBAN NEIGHBORHOOD (UN) AND TRADITIONAL NEIGHBORHOOD (TN) DISTRICTS

Table 5.109						
Signs in Central Business (CB), Urban Neighborhood (UN) and Traditional Neighborhood (TN) Districts						
Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Attached Signs.						
<u>1.</u> Internal illumination limited to one sign type. <u>4.2.</u> <u>Single Tenant Properties located in the Central Business (CB) District whose Public Street Face Façade exceeds 100 linear feet shall be subject to Section 5.107 Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts. For the purposes of this section, "Public Street Facing Façade", shall be defined as any façade that is adjacent to a public street (excluding alleys) that includes a building entrance/access used primarily by the public or patrons of the property.</u>						
Flat/Wall sign/Canopy	1	20 square feet 40 square feet (UN only)	n/a	Facing a street right-of-way	External	(Sec 5.422)
Under-Canopy	1	24 square feet	n/a	n/a	External	Minimum 7.5 feet clearance above grade. (Sec 5.418)
Projecting	1	48 square feet	n/a	On site, may extend over right-of-way	External	May project up to 4 feet from building. (Sec 5.413)
Detached Signs						
<u>1.</u> Properties east of 59th Street, north of Seawall Boulevard, south of Harborside Drive to and including Ferry Road are limited to monument only (Sec. 5.404). <u>4.2.</u> <u>Single Tenant Properties located in the Central Business (CB) District whose Public Street Face Façade exceeds 100 linear feet shall be subject to Section 5.107 Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts. For the purposes of this section, "Public Street Facing Façade", shall be defined as any façade that is adjacent to a public street (excluding alleys) that includes a building entrance/access used primarily by the public or patrons of the property.</u>						
Monument	1 per street frontage.	200 square feet	12 feet	On site	Internal, External	Sign base width measures at least 75 percent of the width of the sign.
Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Subdivision	2 per intersection	150 square feet	12 feet	Reserve area	Internal, External	(Sec 5.415)
Directional (on-site)	n/a	6 square feet	8 feet	On site	Internal, external	Giving directions to motorists regarding parking and access drives
A Frame, Sandwich Board or Easel	1 per site	6 square feet	4 feet	On site	None	Displayed during business hours only. Wood, aluminum or metal only. Free of attachments.

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS (LDRS), AS AMENDED, TO UPDATE, REVISE AND CLARIFY CERTAIN PROVISIONS REGULATING LAND DEVELOPMENT WITHIN THE CITY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PLANNING CASE NUMBER 17ZA-004.

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

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

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

WHEREAS, as more fully detailed and incorporated in the attached Staff Report, the text amendment proposals serve the purposes outlined for consideration of text amendments as provided in Section 13.2 of the LDRS; and,

WHEREAS, in accordance with Section 13.701 of the LDR’s, the Planning Commission held at least two public hearings on the text amendment proposals. The first public hearing on the matter was held on June 20, 2017, with subsequent hearings and workshops held in order to reach consensus on the proposed revisions. On December 14, 2017, the City Council, by request of the Galveston Regional Chamber of Commerce, granted additional time and public meetings to review the proposed revisions; and,

WHEREAS, the Planning Commission has completed review on a number of revisions, as provided in **Attachment C** of the Staff Report and recommends finalization of those reviewed items at this time. The Planning Commission will continue its additional review of the remaining proposed revisions; and,

WHEREAS, the Planning Commission at its regular meeting of April 17, 2018, voted to recommend City Council approve or adopt the Modified Revisions List (**Attachment C**) which contain those LDR revisions that have been vetted by the Planning Commission, the Chamber of Commerce and the public; and,

WHEREAS, the City Council of the City of Galveston finds it in the best interest of the public to amend the 2015 Galveston Land Development Regulations, as amended.

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

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

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

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

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

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

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

APPROVED AS TO FORM

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on April 26, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

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

Date: April 18, 2018

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

From: Adriel Montalvan, Senior Projects Manager

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

I. Background

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

Upon completion of their review of the proposed revisions, The Chamber of Commerce submitted their concerns with the proposed revisions, which then required additional review by the Planning Commission. The Planning Commission is currently reviewing the Chamber of Commerce concerns/comments with the exception of areas to be revised in which the Chamber of Commerce submitted no comments.

II. Current Situation

The Planning Commission is currently conducting additional review of the proposed revisions with concerns/comments from the Chamber of Commerce and the public. However, there are other revisions, as listed in Attachment C, which are ready for review by the City Council.

Staff recommends that City Council approve or adopt the Modified Revisions List (Attachment C) which only contain revision items that the Chamber of Commerce and the public submitted no comments and the Planning Commission voted to recommend approval.





City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

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

III. Alternatives in Order of Priority

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

IV. Alternatives in Order of Priority

Approval of the Modified Revisions List (Attachment C)

V. Fiscal Impact

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

VI. Attachments

- A. Original Staff Report
- B. Revisions List
- C. Modified Revisions List (no comments by the Chamber of Commerce and the public)





17ZA-004

STAFF REPORT

APPLICANT:

City Staff

REQUEST:

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

APPLICABLE ZONING LAND USE

REGULATIONS:

Complete Document

EXHIBITS:

- A – Revisions List
- B – Draft Revisions
- C – Chamber of Commerce Draft Revisions

STAFF:

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 Senior Projects Manager
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Background

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



LAND DEVELOPMENT REGULATIONS of 2015

Executive Summary

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

Text Amendment Process

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

The first public hearing for this request was held on June 20, 2017. Subsequent hearings and workshops were held over the following months, and on October 3, 2017, the Commission voted unanimously to recommend approval of this text amendment request.

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

Purposes: Text amendment proposals shall serve the following purposes:

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

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

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

City Council has the final decision authority and will hear this request again at the April 26, 2018 meeting.

LAND DEVELOPMENT REGULATIONS (LDR) REVISIONS

Policy Revisions

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
1	Table 10.105, 10.203 and 13.203(k) & (L)	Contradiction in requirement - Historic district and NCD applications must have 31% of property owners but Article 10 says 51% - what should it be?	PC & LC recommended 51%.	None	None
2	6.601	Omission of West End density standards – Should it be in the LDR?	PC recommended to include it in the LDR.	None	None
3	2.324	Omission of excavation standards – Should it be in LDR?	PC recommended to include it in the LDR.	This Section has been deleted due to the fact that staff has been working with the Park Board and other groups to re-word this Section; however, the Chamber of Commerce has the following general comments: The beach replenishment portion needs to be struck because it could jeopardize federal and state funding as well as stymie beach nourishment efforts. This includes limitations and prohibitions to terrestrial sites for sand sourcing. <u>Comment 2:</u> Dredging needs to be struck from this section. <u>Comment 3:</u> Bonding is unnecessary. <u>Comment 4:</u> Reclamation plans are redundant to a planned and platted excavation as a part of a development plan. <u>Comment 5:</u> Generally, the section is broad and overreaching. It will create confusion and unnecessarily increase costs and compliance work.	None
4	Article 3 – Commercial Addendum & Sec. 8.302	Parking location in the Commercial district is currently limited to the rear of the building. Is this appropriate?	PC recommended to keep parking in the rear, but to provide the Director the ability to approve an alternative parking layout/location when parking in the rear not feasible.	In addition to PC's recommendation, The Chamber of Commerce is recommending to add "not to be unreasonably withheld" in reference to the Director's ability to approve an alternate parking layout/location.	None
5	Article 4 - Sec. 4.101	Need for acreage requirement in the PUD Overlay Zoning Districts. Originally designed for 5 acres minimum requirement, but eliminated during LDR adoption process.	PC recommended one-half acre.	Chamber of Commerce recommends 5,000 sq. ft.	None
6	Article 10 - 10.501 & Article 3, NS Addendum	Proposal to add Neighborhood Services as a new zoning district to serve as a buffer zone between residential and commercial uses.	Approval as drafted.	Entire section and addendum needs to be looked at and amended.	None

General Revisions and Addition of New Language

Code Section		Revisions	PC Recommendation	Chamber of Commerce Comments	General Public Comments
1	Division 1.200 & Article 3(R-2) Addendum	Rename R-2 district to “Townhouse” and modify lot standards and setbacks in the Addendum.	Approval as drafted.	None	None

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
2	Use Table 2.201	Change Accessory Dwelling Unit to Limited in R-1 - only district that is permitted by right. Add as Limited use in Central Business.	Approval as drafted.	Should be a Permitted use "P" in R-1.	None
3	Use Table 2.201	Allow for Recreation Outdoor and Indoor to be limited in R-1. This allows for recreation opportunities not commercial in nature.	Approval as drafted.	None	None
4	Use Table 2.201	Change Commercial Amusement/Recreation Indoor from Prohibited to limited "L" in Light Industrial, and Permitted "P" in Heavy Industrial. This change would allow for uses such as an indoor gun range to operate in those districts.	Approval as drafted.	Table needs a "non-commercial" indoor and outdoor amusement designation in R-1 with an "L" to be consistent with staff chart language.	None
5	Use Table 2.201	Eliminate Single family attached land use and separate into two categories – Duplex and Townhouse.	Approval as drafted.	Duplex should be a Permitted use "P" in R-1.	Duplex should be prohibited in R-3.
6	Use Table 2.201	Add Condominium as a separate land use to distinguish from Multi-family land use.	Approval as drafted.	Condominiums should be a Permitted use "P" in R-2 and UN.	None
7	Use Table 2.201	Add new land use for Family Care Facility.	Approval as drafted.	Should be a Limited use "L" in: R-2, R-3, MF, UN, NS, TN, C, CB, Res/Rec, and LI.	None
8	Use Table 2.201	Add new land use for Boat Repair Facility and create limited standards.	Approval as drafted.	Should be a Permitted use "P" in Commercial and Res/Rec.	None
9	Use Table 2.201	Allow Community Garden in the R-1 district under limited standards.	Approval as drafted.	None	None
10	Use Table 2.201 & 2.306	Allow Agriculture/Urban Farming as a limited use in the R-1 district and create limited standards.	Approval as drafted.	Should be a Limited use "L" in: R-2, R-3, MF, UN, TN, C, and CB. <u>Comment 2:</u> Modify Limited Standard to allow the use to be conducted on lots with 1 acre of land for all zoning districts in which the use is Limited.	None
11	Use Table 2.201 & 2.312	Add new land use for Boat Sales or Rental and create limited standards.	Approval as drafted.	Should be a Permitted use "P" in Commercial, Res/Rec, and LI.	None
12	Use Table 2.201 & 2.325	Replace Music Instruction land use with Fine Arts Instruction and create limited use standards.	Approval as drafted.	Should be a Limited use "L" in R-2 and R-3. <u>Comment 2:</u> Eliminate Condition within Limited Standards that prohibit the use in R-0.	None
13	Use Table 2.201, 2.343 & Addendums	Add new land use for Outdoor Storage and create limited standards.	Approval as drafted.	Why is this land use needed? <u>Comment 2:</u> Should be a Permitted use in the Res/Rec, LI, and HI. <u>Comment 3:</u> Delete from addendums the screening requirement of outdoor storage areas accessory to a main use with the exception of the CB district.	None
14	2.352	Add new limited standards for Recreation, Indoor – current standards defined the use but do not provide specific standards.	Approval as drafted.	Delete Limited Standards pertaining to hours of operation near residential and screening requirements.	None
15	2.353	Add new limited standards for Recreation, Outdoor – current standards defined the use but do not provide specific standards.	Approval as drafted.	Delete Limited Standards pertaining to hours of operation near residential.	None
16	2.368	Add standards for telecommunication towers.	Approval as drafted.	None	None
17	2.344 (a)(1)(c)	Allow PW Director ability to reduce sidewalk requirement when developing Commercial Surface Parking Areas that cannot provide 10-foot-wide sidewalks.	Approval as drafted.	None	None
18	2.359 (a)(9)	Refine RV Standards - distance from residential.	Approval as drafted.	West Galveston Island Property Owners Assoc. Board of Directors voted for 300' set back. What about in situations island-wide where this effectively prohibits this property use?	None

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
19	2.360 (a)(4)	Clarify language regarding short term rental parking in the R.O.W. Current wording may lead people to think that they can reserve the street parking spaces.	Approval as drafted.	None	None
20	2.403	Refine retaining wall Standards	Approval as drafted.	Delete "retaining walls may provide a foundation wall for a structure, or may be open above" from the definition of retaining wall. <u>Comment 2:</u> Add "non-decorative retaining walls which can be viewed from the public right-of-way and general public area" to the screening from rights-of-way requirement	None
21	2.601 (c)(2)	Eliminate the option for the City Manager to have the responsibility to approve barbed wire fences under certain circumstances.	Approval as drafted.	Replace "City Manager" with "Development Services Director" in order to have the responsibility to approve barbed wire fences under certain circumstances as listed in 2.601 (c)(2)(a)and (b)including, "as necessary for agricultural uses."	None
22	2.602	Add language for Outdoor Sales accessory to permanent commercial uses.	Approval as drafted.	Replace "certificate of occupancy (CO)" with "primary business" in the requirement that outdoor sales operation must be entirely a component of the (CO). <u>Comment 2:</u> Delete "outdoor sales shall only be permitted within an area not greater than 10 percent of the gross floor area of the ground floor of the building." Add the following language: "Car lots, Tom Thumbs, Hardware outdoor sales shall be located on a hard and durable surface." <u>Comment 3:</u> Delete "outdoor sales operation shall terminate and merchandise be removed from the outdoor staging areas every day at the close of business or by 11:00 p.m., whichever is earlier" and replace with " the outdoor sales operation shall terminate by 11:00 p.m.	None
23	Article 3 - Commercial Addendum	Add a maximum driveway width under Seawall Boulevard Design Standards.	Approval as drafted.	Do not include a maximum driveway width. Drive in driveways for Papa's Pizza and Gaido - prohibits continual improvement or rebuilds	None
24	Article 3 Addendums	Add the following language: No side or rear yard required when principal structures are adjacent to an alley or right-of-way.	Approval as drafted.	None	None
25	Article 3 Addendums	Change parking requirement for commercial lodging from .75 to 1.	Approval as drafted.	None	None
26	5.401	Provide language pertaining to sign material	Approval as drafted.	Delete the following language: "Sign materials shall be designed to complement the original construction materials and architectural style of the building facade to promote an overall unified and aesthetic effect as permitted in the various zoning districts." the following language should remain: "Banner, paper and fabric, and corrugated plastic signs shall not be permitted as an acceptable permanent sign material."	None

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
27	5.420	Add standards for vertical banners, and allow neighborhood associations as an eligible party to place vertical banners in the City's R.O.W. – LTU requirement is still applicable.	Approval as drafted.	Add "Business Associations" as an eligible party to place vertical banners in the City R.O.W.	None
28	5.424	Refine Window Signs standards. It states that you can only cover 30% of the glass area of the window in which it is placed. Staff has difficulty enforcing this provision due to confusion about what constitutes as the total glass area of a window.	Approval as drafted.	None	None
29	6.701	Provide construction standards for Recreational Vehicle Parks.	Approval as drafted.	Change the requirement of one toilet and one lavatory for every 15 RV sites to one per every 30 sites. <u>Comment 2</u> : Modify the off-street parking requirement within the park (general parking, this is not required parking on each site/lot) to be compensated by adding more parking on each individual site/lot. The current proposal requires that per every six sites/lots there must be one space in a designated parking area or parallel to any private street. <u>Comment 3</u> : Delete entire Sec. 6.710, Permits and Certificates of Occupancy, with the exception of the following language: "Application for Permits: a. Applications for building permits and certificates of occupancy shall be made to the Building Official."	None
30	7.102(I)	Eliminate requirement of 2,500 sq. ft. in order to have to submit a lighting plan for nonresidential projects. Lighting plan will be required regardless of size for new nonresidential projects.	Approval as drafted.	None	None
31	8.301	Add parking paving requirements, ITE has no paving requirements - just design criteria.	Approval as drafted.	Parking Lot design should comply with "current" edition of the ITE Traffic Engineering Handbook and also add that it should comply with Fair Housing Act as applicable. <u>Comment 2</u> : Add "fibercrete" and "or similar product" to the paving options on private property. <u>Comment 3</u> : Replace "six inches" with "four inches" for the paving options on private property.	None
32	8.400	Provide amortization period for existing non-paved parking areas.	Approval as drafted.	Extend time period for compliance of existing non-paved parking areas from the proposed date of "Dec. 31, 2018" to "Dec. 31, 2039."	Extend time period for compliance of existing non-paved parking areas from the proposed date of "Dec. 31, 2018" to "Dec. 31, 2019."

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
33	9.301 (c)	Add language to state that all commercial surface parking lots should have interior landscaping regardless of size.	Approval as drafted.	Delete the following language from Sec. 9.301 (C), Interior Landscaping: "The following interior landscaping is required for all parking lots with 10,000 square feet or more of surface area, and commercial surface parking lots not incidental to main use, irrespective of size." This section needs to be reviewed in its entirety. The interior landscape requirements need further refinement to make clear delineations between different business uses within applicable zoning districts and/or areas of the city. i.e. Seawall Blvd. parking and Galveston Yacht Basin should have different requirements.	None
34	10.400	Add Traditional Neighborhood standards.	Approval as drafted.	Entire Section and addendum needs to be looked at and amended.	None
35	12.300 (b)(1)(f)	Add Beachfront Construction Certificates and Dune Protection Permits to Planning Commission General Powers.	Approval as drafted.	Delete "these regulations" and replace with "Chapter 29 of the Galveston City Code."	None
36	13.203 (b)(3),(4) & (5)	Add language to be able to expire Specific Use Permits.	Approval as drafted.	Add the following language to the expiration of an SUP in which a building permit has not been issued after two years of approval : "Unless the specific use permit specifically states otherwise or a natural disaster and/or a state or federal declaration of a natural disaster occurs within such period the SUP will automatically be extended for an additional 2 year period(s)." <u>Comment 2:</u> The timeframe for an SUP to expire if the SUP is discontinued should be "two years" - current proposal expires it after one year. <u>Comment 3:</u> Delete the provision to expire an SUP approved under the 1991 Zoning Standards that did not receive a CO before the adoption of the LDR on March 5, 2015.	None
37	13.303 (b)	Remove requirement of a notarized property owner signature from applications.	Approval as drafted.	None	None
38	14.103 - Bed and Breakfast definition	Definition states that B&B is owner-occupied. Should reflect that B&B can also be resident manager.	Approval as drafted.	None	None
Minor Revisions (e.g. typos, definitions, etc.)					
Code Section		Revisions	PC Recommendation	Chamber of Commerce Comments	General Public Comments
1	2.339	Insert provision stating that limited standards 2 -7 for Multi-family Residential do not apply to existing buildings currently operating as multi-family, unless the property is able to meet the standards. The director makes final determination.	Approval as drafted.	Insert " which will not be unreasonably withheld" by the Development Services Director provision stating that limited standards 2 -7 for Multi-family Residential do not apply to existing buildings currently operating as multi-family, unless the property is able to meet the standards	None

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
2	2.358	Add the word "Retail" before "Big Box Store" and eliminate the word "store" in the limited standards for this use. This will achieve consistency through the entire document.	Approval as drafted.	None	None
3	3.202 & Article 3 Addendums	Add note to addendums regarding multiple buildings on a single lot. Note refers to Section 3.202 when proposing more than one building on a lot.	Approval as drafted.	None	None
4	Article 3 – UN Addendum	Remove corner store listed as 2500 -2550 35 th Street from list of corner stores in the UN district. This property is located in the Commercial district.	Approval as drafted.	None	None
5	Article 3 Addendums	Amend all notes that mention "accessory buildings are permitted in..." to state "accessory structures shall be limited to the provisions in SEC.3.305."	Approval as drafted.	None	None
6	Article 3 Addendums	Confusing side and rear setbacks ranging from 0' - 5' and 3' - 5' – should just be 0' and 5' respectively.	Approval as drafted.	None	None
7	5.107,5.108, 5.109 & 5.201	Add the word “informational” to the “Directional/On-site” definition and to the sign allotment tables.	Approval as drafted.	None	None
8	5.201	Refine Monument and Pylon sign to state the need for a solid base.	Approval as drafted.	None	None
9	7.101(C)	Include "lighting of designated historic landmarks, with appropriate historic lighting technology, as approved by the Historic Preservation Officer or Landmark Commission."	Approval as drafted.	None	None
10	8.201 (a)(2)	Refine the purpose of residential driveways.	Approval as drafted.	None	None
11	9.301 (c)(2)(b)	Change “maximum” to “minimum” in the requirement for parking rooms.	Approval as drafted.	Chamber of Commerce feels that Sec. 9.301, Parking Screening and Landscaping, should be reviewed in its entirety.	None
12	12.201 & 12.301	Eliminate "street" and “real property interest” from what Council can approve (General Powers) and PC can recommend in request for abandonment of City rights-of-way.	Approval as drafted.	What is the implication here?	None
13	13.110	Add fee schedule chart for the administration of the LDR.	Approval as drafted.	Is it \$375 per variance? What if multiple variances are needed per project and proposed at the same time? <u>Comment 2</u> : How are all the pricing schedules derived? Sounds expensive on HDDZ, GIS, Plot Plan Reproduction and other categories.	None
14	13.308	Add Notification chart for public notices.	Approval as drafted.	Notice for "Classification of New and Unlisted Use" should be sent to property owners within 200 feet.	None
15	13.504 (b)(5)	Refine minor plat language in accordance with state law.	Approval as drafted.	None	None
16	14.102	Expand list of abbreviations and synonyms to include all abbreviated words in LDR.	Approval as drafted.	Add the word " Restricted" to R-0 so that it reads "Restricted Residential, Single Family."	None
17	14.103 - Use Definitions	Refine Parking and/or Multimodal Transportation facility definition.	Approval as drafted.	None	None
18	14.103 - Use Definitions	Eliminate “Commercial Retail” from Definitions – duplicate definition. Definition appears under “Retail – Commercial” which corresponds with Use Table.	Approval as drafted.	None	None
19	14.103 – Use Definitions	Eliminate “Gun Shop” from “Commercial Retail” Definition. “Gun Shop” has its own definition.	Approval as drafted.	None	None
20	14.103 - Use Definitions	Eliminate Campground/RV Park definition. This is a duplicate definition - covered under RV Park definition.	Approval as drafted.	None	None

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
21	14.103 – Use Definitions	Define/Redefine the following use terms: Adult Use; Boat; Boat Sales or Rental; Boat Repair Facility, Condominium; Duplex; Family Care Facility; Fine Arts Instruction, Floor Area; Golf Carts, Sales and Service; Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental; Home Based Business; Home-Based Occupation; Library; Multi-family Residential; Nursery or Greenhouse; Outdoor Sales; Outdoor Storage; Parking Lot, Commercial Surface Parking Area; Passenger Motor Vehicle Sales or Rental; Personal Fitness; Professional Services, Instruction or Counseling; Public Safety Facility; Public Utility Facility, Neighborhood; Public Utility Plant; Recreational Vehicle; Research and Testing Laboratory; Retail – Commercial; Stealth Technology; Subordinate; Townhouse; and Window.	Approval as drafted.	Delete " a boat shall not be considered as a recreational vehicle, passenger motor vehicle, seaplane, or similar vehicles" from the "Boat" definition. <u>Comment 2:</u> Replace "three" with "two" in the Condominium definition - a Condominium should be two or more dwelling units in a multiunit building. <u>Comment 3:</u> Delete "or interior" from the "Floor Area" definition in reference to how floor area is measured. <u>Comment 4:</u> Delete "primarily for transporting persons on a golf course" from the "Golf Carts, Sales and Service" definition and also insert "or electric" next to gasoline in reference to powered golf carts needing to remain in auto oriented uses - what does "auto oriented uses" mean? <u>Comment 5:</u> Replace "35 feet" with "46 feet" to distinguish from when the sales or rental of boats is classified as "Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental" use. <u>Comment 6:</u> Add "and work from within the dwelling unit" to the definition of Home-Based Business." <u>Comment 7:</u> Add "will not have additional full time employees that work from the dwelling unit on a day to day basis" to the definition of "Home-Based Occupation." <u>Comment 8:</u> "Townhouse" should mean two or more single family dwelling units that are constructed in a group. Replace "three" with two" and delete "on its own lot" and replace with "but located on their own respective lots." <u>Comment 9:</u> No problem with "Window" definition but this is not on the summary sheet provided by staff. Implications tied to window regs and specs.	None
22	14.103 – Use Definitions	Define "West End." This means the area west of 103rd Street/Cove View Boulevard and the most of Galveston Island.	Approval as drafted.	None	None
23	14.103 Use Definitions & Use Table 2.201	Eliminate the word “Recreation” from Commercial Amusement/Recreation, Indoor definition - it creates confusion with “Recreation, Indoor” land use. Also, eliminate it from the Use Table under Commercial Amusement, Recreation Indoor and Commercial Amusement, Recreation Outdoor.	Approval as drafted.	None	None
24	14.103 Use Definitions & Sec 2.347	Eliminate " Music Instruction" from the "Personal Fitness" definition. "Music Instruction" is now part of the land use "Fine Arts Instruction." And add "weight training" to the definition.	Approval as drafted.	None	None
25	Article 3 – Commercial Addendum	Add multi-family parking requirement to the Commercial Addendum.	Approval as drafted.	None	None
26	Whole Document	Change Home Based Occupation/Business to Home Based Business.	Approval as drafted.	Home Based Business should be Permitted "P" in R-1 and R-2, and Limited "L" in R-0 and R-3.	None
27	Whole Document	Rename Historic Zoning District (HZD) to Residential, Single-Family (R-3).	Approval as drafted.	None	None

Code Section	Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
General Comments by the Chamber of Commerce: There are many mistakes on the map where properties were improperly zoned and in many cases the owners are not aware of this. At some point, this could have a negative impact on many landowners and residents. The easiest way to resolve many of the problems inherent with the zoning map and how it correlates with the LDR's is to: • Zone water as “water” • Zone parks as “parks” • Zone streets as “streets” and devise a simple plan for zoning districts that are located across the street from one another. We feel strongly that this should not constitute directly abutting zoning districts because they are separated by a street. Further, there needs to be consideration to the type of street as the widths and traffic will vary considerably (ex: FM 3005 compared to 45th street).				

LAND DEVELOPMENT REGULATIONS (LDR) REVISIONS (Modified List)

Policy Revisions

Code Section	Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
1	Table 10.105, 10.203 and 13.203(k) & (L)	Contradiction in requirement - Historic district and NCD applications must have 31% of property owners but Article 10 says 51% - what should it be?	PC & LC recommended 51%.	None
2	6.601	Omission of West End density standards – Should it be in the LDR?	PC recommended to include it in the LDR.	None
3	Article 10 - 10.501 & Article 3, NS Addendum	Proposal to add Neighborhood Services as a new zoning district to serve as a buffer zone between residential and commercial uses.	Approval as drafted.	None

General Revisions and Addition of New Language

Code Section	Revisions	PC Recommendation	Chamber of Commerce Comments	General Public Comments
1	Division 1.200 & Article 3(R-2) Addendum	Rename R-2 district to “Townhouse” and modify lot standards and setbacks in the Addendum.	Approval as drafted.	None
2	Use Table 2.201	Allow for Recreation Outdoor and Indoor to be limited in R-1. This allows for recreation opportunities not commercial in nature.	Approval as drafted.	None
3	Use Table 2.201	Allow Community Garden in the R-1 district under limited standards.	Approval as drafted.	None
4	2.368	Add standards for telecommunication towers.	Approval as drafted.	None
5	2.344 (a)(1)(c)	Allow PW Director ability to reduce sidewalk requirement when developing Commercial Surface Parking Areas that cannot provide 10-foot-wide sidewalks.	Approval as drafted.	None
6	2.360 (a)(4)	Clarify language regarding short term rental parking in the R.O.W. Current wording may lead people to think that they can reserve the street parking spaces.	Approval as drafted.	None
7	Article 3 Addendums	Add the following language: No side or rear yard required when principal structures are adjacent to an alley or right-of-way.	Approval as drafted.	None
8	Article 3 Addendums	Change parking requirement for commercial lodging from .75 to 1.	Approval as drafted.	None
9	5.424	Refine Window Signs standards. It states that you can only cover 30% of the glass area of the window in which it is placed. Staff has difficulty enforcing this provision due to confusion about what constitutes as the total glass area of a window.	Approval as drafted.	None
10	7.102(l)	Eliminate requirement of 2,500 sq. ft. in order to have to submit a lighting plan for nonresidential projects. Lighting plan will be required regardless of size for new nonresidential projects.	Approval as drafted.	None
11	13.303 (b)	Remove requirement of a notarized property owner signature from applications.	Approval as drafted.	None

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
12	14.103 - Bed and Breakfast definition	Definition states that B&B is owner-occupied. Should reflect that B&B can also be resident manager.	Approval as drafted.	None	None
Minor Revisions (e.g. typos, definitions, etc.)					
Code Section		Revisions	PC Recommendation	Chamber of Commerce Comments	General Public Comments
1	2.358	Add the word "Retail" before "Big Box Store" and eliminate the word "store" in the limited standards for this use. This will achieve consistency through the entire document.	Approval as drafted.	None	None
2	3.202 & Article 3 Addendums	Add note to addendums regarding multiple buildings on a single lot. Note refers to Section 3.202 when proposing more than one building on a lot.	Approval as drafted.	None	None
3	Article 3 – UN Addendum	Remove corner store listed as 2500 -2550 35 th Street from list of corner stores in the UN district. This property is located in the Commercial district.	Approval as drafted.	None	None
4	Article 3 Addendums	Amend all notes that mention "accessory buildings are permitted in..." to state "accessory structures shall be limited to the provisions in SEC.3.305."	Approval as drafted.	None	None
5	Article 3 Addendums	Confusing side and rear setbacks ranging from 0' - 5' and 3' - 5' – should just be 0' and 5' respectively.	Approval as drafted.	None	None
6	5.107,5.108, 5.109 & 5.201	Add the word "informational" to the "Directional/On-site" definition and to the sign allotment tables.	Approval as drafted.	None	None
7	5.201	Refine Monument and Pylon sign to state the need for a solid base.	Approval as drafted.	None	None
8	7.101(C)	Include "lighting of designated historic landmarks, with appropriate historic lighting technology, as approved by the Historic Preservation Officer or Landmark Commission."	Approval as drafted.	None	None
9	8.201 (a)(2)	Refine the purpose of residential driveways.	Approval as drafted.	None	None
10	13.504 (b)(5)	Refine minor plat language in accordance with state law.	Approval as drafted.	None	None
11	14.103 - Use Definitions	Refine Parking and/or Multimodal Transportation facility definition.	Approval as drafted.	None	None
12	14.103 - Use Definitions	Eliminate "Commercial Retail" from Definitions – duplicate definition. Definition appears under "Retail – Commercial" which corresponds with Use Table.	Approval as drafted.	None	None
13	14.103 – Use Definitions	Eliminate "Gun Shop" from "Commercial Retail" Definition. "Gun Shop" has its own definition.	Approval as drafted.	None	None
14	14.103 - Use Definitions	Eliminate Campground/RV Park definition. This is a duplicate definition - covered under RV Park definition.	Approval as drafted.	None	None
15	14.103 – Use Definitions	Define "West End." This means the area west of 103rd Street/Cove View Boulevard and the most of Galveston Island.	Approval as drafted.	None	None
16	14.103 Use Definitions & Use Table 2.201	Eliminate the word "Recreation" from Commercial Amusement/Recreation, Indoor definition - it creates confusion with "Recreation, Indoor" land use. Also, eliminate it from the Use Table under Commercial Amusement, Recreation Indoor and Commercial Amusement, Recreation Outdoor.	Approval as drafted.	None	None

Code Section		Revisions	PC/LC Recommendation	Chamber of Commerce Comments	General Public Comments
17	14.103 Use Definitions & Sec 2.347	Eliminate " Music Instruction" from the "Personal Fitness" definition. "Music Instruction" is now part of the land use "Fine Arts Instruction." And add "weight training" to the definition.	Approval as drafted.	None	None
18	Article 3 – Commercial Addendum	Add multi-family parking requirement to the Commercial Addendum.	Approval as drafted.	None	None
19	Whole Document	Rename Historic Zoning District (HZD) to Residential, Single-Family (R-3).	Approval as drafted.	None	None

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 33, "TAXATION" OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED" BY AMENDING THE REGULATIONS OF APPOINTMENTS OF THE ARTS AND HISTORICAL PRESERVATION ADVISORY BOARD; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 33-95 of the Galveston City Code created the Arts and Historical Preservation Advisory Board which oversees and manages the Arts and Historic Distribution of HOT funds to applicant organizations; and,

WHEREAS, City Council, at its March 2018 meeting, made changes to the distribution program through ordinance; and,

WHEREAS, Council has expressed a desire to make changes to regulations regarding the appointments to ensure that at large appointees do not come from a hotelier background, so as to give full effect to the at large board members; and,

WHEREAS, Council also expressed that the current ordinance needs greater emphasis regarding recipients being prohibited from serving on the board; and,

WHEREAS, after due consideration, the City Council of the City of Galveston, Texas, finds it in the best interest of the public to amend Section 33-95 of the Code regarding who may be appointed to the Arts and Historic Preservation Board.

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

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

SECTION 2. Section 33-95, "Advisory Board" is hereby amended to read and provide as follows:

Sec. 34-95. – Advisory Board.

(a) There is hereby created a board known as the arts and historical preservation advisory board which shall consist of seven (7) persons selected and appointed by the city council for overlapping terms of three (3) years, commencing November 1, of each year, as follows:

Three (3) board members shall be citizens-at-large (positions 1, 2, and 3); and these at-large appointments shall not be members of the Chamber of Commerce

or the Hotel/Motel Association; three (3) board members shall be nominated by the Hotel/Motel Association (Positions 4, 5, and 6); one (1) board member shall be nominated by the chamber of commerce (position 7); and one board member shall be an ex-officio, nonvoting member, who shall be a city council representative (position 8).

(4) Positions 8: November, 1994 until term as Councilmember expires or member otherwise ceases to serve as Councilmember. Thereafter, all members, except the ex-officio member, shall be appointed for a three-year term. "Term" shall be defined as November to November of each year. No member, except the ex-officio member, shall serve more than two consecutive terms. The ex-officio member shall serve a term as determined by city council. All appointments shall be made by city council and all terms shall be staggered. No board member, including the ex-officio member, shall be an employee or officer of any organization receiving or requesting funds. However, any board member, including the ex-officio member, may be a volunteer or board member of an organization requesting or receiving funds.

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

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

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

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

APPROVED AS TO FORM:

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 19th day of April, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 34, "TRAFFIC" OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED" BY REMOVING THE STREETS OF THE NORTH SIDE OF 9TH THROUGH 11TH STREETS ON AVENUE M FROM THE LIST OF AREAS REQUIRING A RESIDENTIAL PARKING PERMIT; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 34-110a of the Galveston City Code makes it unlawful for any person to park their vehicle in certain areas unless that person owns and displays a residential parking permit on that vehicle; and,

WHEREAS, the North Side of 9th through 13th Street on Avenue M is one such area; and,

WHEREAS, the City of Galveston has received a request from the affected residents of the area to remove the parking requirement from 9th Street to 11th Street on the North Side of Avenue M; and,

WHEREAS, after due consideration, the City Council of the City of Galveston, Texas, finds it in the best interest of the public to remove the residential parking permit requirement from the North Side of 9th Street through 11th Street on Avenue M.

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

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

SECTION 2. Section 34-110a, "Seawall residential parking district – No parking; exemption with parking permit." is hereby amended to read and provide as follows:

Sec. 34-110a. - Seawall residential parking district—No parking; exemption with parking permit.

- (a) When signs area erected at each block giving notice thereof, no personal shall park a vehicle at any time on any day upon the following streets:

- (7) North side of Avenue M from 9th Street to 12th to 13th Street.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final

judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

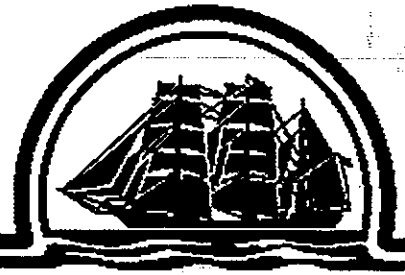
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

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 19th day of April, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

City of Galveston



Public Works Department
P.O. Box 779 / Galveston, Texas 77553

April 13, 2018

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

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: CONSIDER FOR APPROVAL: Consider for approval An Ordinance Of The City Of Galveston, Texas, amending Chapter 34, "Traffic" Of "The Code Of The City Of Galveston 1982, As Amended" By removing the streets of the North Side of 9th through 11th Streets On Avenue M from the list of areas requiring a residential parking permit; Making various findings and provisions related to the subject and providing for an effective date.

BACKGROUND ON SUBJECT:

- A. The Traffic Division of the Public Works Department is responsible for the maintenance of the City of Galveston traffic and pedestrian signalization system and safe operation of the existing roadways.
- B. The City of Galveston is allowed to regulate the on street parking restrictions.
- C. Currently, the section of on street parking as noted above is listed as residential parking permit required.

CURRENT SITUATION:

- A. Currently, the section of on street parking as noted above is listed as residential parking permit required.
- B. City staff recommends changes to the Code of the City of Galveston to remove this section of on street parking from the ordinance.
- C. City staff are prepared to remove the existing signage upon approval of this ordinance amendment.

ISSUES IN ORDER OF IMPORTANCE:

- A. The Traffic Division of the Public Works Department is responsible for the maintenance of the City of Galveston traffic and pedestrian signalization system and safe operation of the existing roadways.
- B. The City of Galveston is allowed to regulate the on street parking restrictions.
- C. City staff recommends changes to the Code of the City of Galveston to remove this section of on street parking from the ordinance.

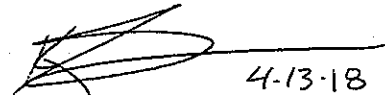
ALTERNATIVES:

- A. ALTERNATIVE #1: Approve the ordinance amendment
- B. ALTERNATIVE #2: Do not approve the ordinance amendment
- C. STAFF RECOMMENDATION: ALTERNATIVE # 1:

FINANCIAL IMPACT:

City staff already have the necessary materials and equipment to install the pavement markings upon approval. City staff will conduct the labor to install the pavement markings.

Respectfully Submitted,


4-13-18
Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:


Brian Maxwell
City Manager

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING SECTION 2-22 “PERSONNEL RULES AND REGULATIONS” OF CHAPTER 2 “ADMINISTRATION” OF “THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED,” BY MAKING CHANGES TO CHAPTER 23 “VACATION” AND CHAPTER 24 “SICK LEAVE”; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE ON JUNE 9, 2018.

WHEREAS, on January 6, 2017, an inter-institutional working group consisting of executive members from the City of Galveston, the Port of Galveston, and Park Board of Trustees discussed and recommended changes to each entity’s Human Resource policies and benefit structure; and

WHEREAS, in September 2017, City Staff presented and City Council approved certain changes to standardize rules, regulations, and benefits which would aid in furthering the organizational alignment of the three entities; and

WHEREAS, such City policies and procedures are codified into the “Personnel Policies and Procedures Manual and Handbook,” and any amendment(s) of those policies and procedures requires adoption by the City Council; and

WHEREAS, after further review by City Management along with Staff, additional amendments to the “Personnel Policies and Procedures Manual and Handbook” have been presented to City Council for consideration relating to vacation and sick leave; and

WHEREAS, the City Council of the City of Galveston, Texas deems it in the public interest to adopt the recommended amendments to the “Personnel Policies and Procedures Manual and Handbook.”

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 the City Council of the City of Galveston, Texas, hereby amends the 1999 City of Galveston Personnel Policies and Procedures, as amended, as recommended by Staff and set out in Sections 3 and 4 of this Ordinance.

SECTION 3. That the City Council of the City of Galveston, Texas, hereby amends Chapter 23 “Vacation” as follows:

Chapter 23 Vacation

Section 1

General

Employees may not take vacation leave during the first year six months of employment. Employees are required to obtain prior approval from their Supervisor for any desired vacation leave. Vacation leave may not be taken in less than one-hour 15-minute increments.

* * * * *

Section 2

Full-Time Employees

Full-time Employees earn vacation leave based on years of service at the following rate:

<u>Years Service</u>	<u>Annual Days</u>	<u>Annual Hours</u>	<u>Biweekly Rate</u>	<u>Maximum Balance</u>
<u>1—9</u>	<u>10</u>	<u>80</u>	<u>3.08</u>	<u>160</u>
<u>10—19</u>	<u>15</u>	<u>120</u>	<u>4.62</u>	<u>240</u>
<u>20+</u>	<u>20</u>	<u>160</u>	<u>6.15</u>	<u>320</u>

<u>Years of Service</u>	<u>Annual Days</u>	<u>Annual Hours</u>	<u>Bi-Weekly Rate</u>	<u>Maximum Balance (Hours)</u>
<u>0 to 4</u>	<u>10</u>	<u>80</u>	<u>3.08</u>	<u>120</u>
<u>5 to 9</u>	<u>15</u>	<u>120</u>	<u>4.62</u>	<u>160</u>
<u>10 to 14</u>	<u>20</u>	<u>160</u>	<u>6.15</u>	<u>200</u>
<u>15 +</u>	<u>25</u>	<u>200</u>	<u>7.69</u>	<u>240</u>

Section 3

Accumulated Vacation

- A. Employees may accumulate up to 150% one additional week of their yearly entitlement. Excess unused hours will be forfeited.

* * * * *

SECTION 4. That the City Council of the City of Galveston, Texas, hereby amends Chapter 24 “Sick Leave” as follows:

Chapter 24 Sick Leave

Section 1

General

- A. Sick leave benefits are not an earned right. They are a privilege. Employees may not be given will be allowed to use paid sick leave during the first six (6) months of employment. Employees will be allowed to use and be paid for sick leave as it accrues from the commencement of employment. Sick leave may not be taken in less than one-hour 15-minute increments.

* * * * *

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

SECTION 7. That 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 that this Ordinance may be read and published by descriptive caption only.

SECTION 8. That this Ordinance shall become effective on **June 9, 2018.**

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on the 26th day of April, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of April, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

April 18, 2018

TO: Honorable Mayor and Members of City Council

FROM: Kent Etienne Jr. – Human Resources & Civil Service Director

RE: Consider for approval an Ordinance of the City of Galveston, Texas, amending Section 2-22 “Personnel Rules and Regulations” of Chapter 2 “Administration” of “The Code of the City of Galveston 1982, as amended,” by making changes to Chapter 23 “Vacation” and Chapter 24 “Sick Leave”; making various findings and provisions related to the subject; and providing for an effective date of **June 9, 2018**.

I. Background

- A. On January 6, 2017, an inter-institutional working group consisting of executive members from the City, the Port of Galveston, and the Park Board of Trustees gathered to discuss opportunities to optimize human resource policies and benefit alignment.
- B. The HR Work Group established by the inter-institutional working group performed an analysis of policies and benefits of multiple surrounding entities prior to finalizing and recommending policies that would aid in further organizational alignment.
- C. As a result of this unified effort, various policies and benefit recommendations were presented, reviewed, and accepted by the executive members.
- D. The City Council adopted such amendments on September 28, 2017.
- E. Staff has continued to review the current policies and provide information to both Executive City Management and the City Council.

II. Current Situation

- A. Personal time off from work varies between the City, the Port, and the Park Board. As such, each entity has reviewed its own policies to determine the necessity for any changes.
- B. The City has maintained a policy that outlines accrual and use of vacation and sick leave specific to Civilian Employees.
- C. After further review, City Staff has identified and now brings forth amendments to the policies for vacation and sick leave. Staff recommendations are as follows:
 - 1. Vacation Leave
 - a. Employees will be allowed to use accrued vacation after six months of employment instead of after one year of employment (Chapter 23, Section 1).



City of Galveston

HUMAN RESOURCES DEPARTMENT

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(Vacation Leave cont'd)

- b. Vacation must be taken in 15-minute increments as opposed to “not less than one-hour increments.”
- c. The provision regarding payout of vacation leave after separation will remain the same. Employees must complete one year of service in order to be paid all accumulated vacation leave upon separation from employment with the City (Chapter 23, Section 6).
- d. Recommended Schedule

Years of Service	Annual Days	Maximum Carry Over (Hours)
0 to 4 year	10	120
5 year to 9 years	15	160
10 years to 14 years	20	200
15 + years	25	240

2. Sick Leave

- a. Employees will be allowed to use sick leave as it accrues as opposed to waiting until after six months of employment (Chapter 24, Section 1-A).
- b. Sick leave must be taken in 15-minute increments as opposed to “not less than one-hour increments.”
- c. The provisions regarding payout of accrued sick leave after separation will remain the same. Employees must complete one year of service in order to be paid accrued sick leave upon separation in accordance with the schedule based on years of service (Chapter 24, Section 6).
- d. Schedule

Years of Service	Percent Paid
1 to 5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

III. Recommendation

Consider for approval amendments to the City's Personnel Rules and Regulations relating to vacation and sick leave as recommended by Staff.

Respectfully submitted,

Kent Etienne Jr.
Human Resources & Civil Service Director

Attachment: Ordinance with Proposed Amendments

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, SPECIFYING THE NUMBER OF CLASSIFIED CIVIL SERVICE FIRE DEPARTMENT PERSONNEL POSITIONS AT 112; INCREASING THE NUMBER OF BATTALION CHIEF POSITIONS FROM 6 TO 7; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 1996, City Council adopted Ordinance No. 96-88 establishing the classifications and number of positions in each such classification for the Galveston Fire Department at a total number of 99 positions; and

WHEREAS, since 1996, the City Council has adopted several ordinances modifying the number of classified positions for the Galveston Fire Department; and

WHEREAS, the most recent modification was on September 8, 2016, with the adoption of Ordinance No. 16-63, which changed the number of classified positions to 111, consisting of 6 Battalion Chiefs, 24 Captains, 24 Engineers, and 57 Firefighters; and

WHEREAS, through Staff assessment of the City's Emergency Management Plan and Operations, it was recommended that one Battalion Chief would serve in a capacity within the City's Emergency Management Division; and

WHEREAS, City Council has previously approved the necessary budgetary amendment to fund the additional Battalion Chief to accommodate the City's reassignment and dedication of such personnel to Emergency Management Operations; and

WHEREAS, the City Council of the City of Galveston does hereby find it in the best interest of the public to increase the number of authorized classified Civil Service Fire Department Personnel to 112 positions by increasing the number of Battalion Chiefs from 6 to 7.

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

SECTION 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct, and they are adopted by the City Council and incorporated as part of this Ordinance for all purposes.

SECTION 2. The Fire Department is authorized to and shall have the following classifications and number of positions in each such classification:

<u>CLASSIFICATION</u>	<u>NUMBER OF POSITIONS</u>
Battalion Chief	67
Capatin	24
Engineer	24
Firefighter	57
TOTAL	112

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity, shall not affect any of the remaining phrases, clauses, sentences, paragraphs or 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 of this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

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

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 26th day of April, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

April 19, 2018

Honorable Mayor Yarbrough
and City Council
Galveston, Texas

Dear Mayor and Council:

Subject: Discuss and consider for adoption an Ordinance of the City of Galveston, Texas, amending Chapter 10, "Building Code" of the Code of the City of Galveston, 1982, as amended", by adding Article VIII, "City of Galveston Flood Damage Prevention Ordinance" and updating the City Codes for regulations pertaining to flood damage prevention.

I. Background/Analysis:

- A. Staff met with Consultant Debbie Vascik, who recommended updating the City's Flood Damage Prevention Ordinance in order to maximize the City's potential of improving to a Class 6 in the Community Rating System (CRS). A Class 6 allows *an additional 5%* discounts on flood insurance premiums to the majority of policyholders in the city of Galveston compared to today.
- B. Since the beginning of the year, City Council was presented with recommendations in two workshops for higher standards regarding floodplain development to improve the City's CRS class, including updating the City's Flood Damage Prevention Ordinance. The National Flood Insurance Program (NFIP) CRS program recognizes community efforts beyond those minimum standards in exchange for discounts on flood insurance premiums for the community property owners. CRS discounts on flood insurance premiums range from 5% up to 45%. Those discounts provide an incentive for new flood protection activities that can help save lives and property in the event of a flood.
- C. The City of Galveston is currently under the 2002 Flood Damage Prevention Ordinance (Ordinance No. 02-085) and the 2002 Flood Insurance Rate Maps (FIRM).
- D. The City's flood damage prevention ordinances can be found in Chapter 10, "Building Code," Section 10-2.1, "Local Building Code Amendments and Supplements Thereto", Appendix 'P', "Flood Damage Prevention" and Section 10-41, "Amendments to the 2012 International Residential Code", Appendix 'T', "Galveston Flood Ordinance". Although titled differently, the regulations in each appendix are the same.
- E. Staff finds there is undue difficulty to residents and the community to access the regulations due to the discrepancy in each title, as well as, the placement in separate sections of the City Code.
- F. To increase the availability of its residents and the community to access the City's most recent codes and regulations pertaining to flood damage prevention, Staff recommends adding Article VIII, "City of Galveston Flood Damage Prevention Ordinance" to the Building Codes of the City of Galveston and removing Section 10-2.1, "Local Building Code Amendments and Supplements Thereto", Appendix 'P', "Flood Damage Prevention" and Section 10-41, "Amendments to the 2012 International Residential Code", Appendix 'T', "Galveston Flood Ordinance".





City of Galveston

- G. The Flood Insurance Rate Maps of 2002 will be revisited at a later date, and will remain the current flood maps until amended in the future.
- H. To ensure compliance regarding enclosures, owner(s) will be required to sign a non-conversion agreement which must be filed with the deed. A draft form is attached.
- I. For residential construction, new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to a minimum of 18 inches above the base flood elevation.
- J. For non-residential construction, new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have the lowest floor (including basement) either elevated or floodproofed to a minimum of 18 inches above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

II. Recommendation:

- 1. Staff recommends that the City Council adopt and amend the City's 2002 Flood Damage Prevention Ordinance as provided.
- 2. Staff recommends consolidating, updating, and clarifying the various codes pertaining to flood damage prevention into Chapter 10, Article VIII.

III. Fiscal Impact:

- A. CRS rating improvement allows additional discounts on flood insurance premiums to the majority of policyholders in the city of Galveston.
- B. There is no additional fiscal impact to the City.
- C. While there is an incremental fiscal impact for new construction to the freeboard elevation, that cost is returned within just over three years on average in the form of policy savings and furthermore, would result in over \$37,000 in savings over the life of a 30 year mortgage.

Respectfully submitted,

David Ewald, Building Official
Building Department

Date

Brian Maxwell, City Manager

Date





City of Galveston

Attachments:

Ordinance consolidating Flood Damage Prevention;
Ordinance adding Article VIII – Flood Damage Prevention;
Benefits of Building Higher brochure
Non-Conversion Agreement– template



ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 10, "BUILDING CODE," SECTION 10-2.1, "LOCAL BUILDING CODE AMENDMENTS AND SUPPLEMENTS THERETO", BY REMOVING APPENDIX 'P', "FLOOD DAMAGE PREVENTION" AND AMENDING SECTION 10-41, "AMENDMENTS TO THE 2012 INTERNATIONAL RESIDENTIAL CODE", BY REMOVING APPENDIX 'T', "GALVESTON FLOOD ORDINANCE", AS THESE REGULATIONS HAVE BEEN UPDATED AND ARE NOW CHAPTER 10, ARTICLE VIII, "CITY OF GALVESTON FLOOD DAMAGE PREVENTION ORDINANCE"; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City of Galveston is currently under the 2002 Flood Damage Prevention Ordinance (Ordinance No. 02-085) and the 2002 Flood Insurance Rate Maps (FIRM); and

WHEREAS, Staff desires to keep the City of Galveston current with the most recent codes and recommendations pertaining to flood damage prevention and recommends updating and amending the City's 2002 Flood Damage Prevention ordinance; and,

WHEREAS, the City's flood damage prevention ordinances can be found in Chapter 10, "Building Code," Section 10-2.1, "Local Building Code Amendments and Supplements Thereto", Appendix 'P', "Flood Damage Prevention" and Section 10-41, "Amendments to the 2012 International Residential Code", Appendix 'T', "Galveston Flood Ordinance". Although, titled differently the regulations in each appendix are the same; and,

WHEREAS, staff finds there is undue difficulty to residents and the community to access the regulations due to the discrepancy in each title, as well as, the placement in separate sections of the City Code; and,

WHEREAS, Staff desires to increase the availability of its residents and the community to access the City's most recent codes and regulations pertaining to flood damage prevention and has recommended adding Article VIII, "City of Galveston Flood Damage Prevention Ordinance" to the Building Codes of the City of Galveston and removing Section 10-2.1, "Local Building Code Amendments and Supplements Thereto", Appendix 'P', "Flood Damage Prevention" and Section 10-41, "Amendments to the 2012 International Residential Code", Appendix 'T', "Galveston Flood Ordinance"; and,

WHEREAS, the Flood Insurance Rate Maps of 2002 will be revisited at a later date and will remain the current rate maps until amended in the future; and,

WHEREAS, the City Council of the City of Galveston deems it to be in the public interest to Amend Chapter 10, “Building Code,” Section 10-2.1, “Local Building Code Amendments and Supplements Thereto”, by removing Appendix ‘P’, “Flood Damage Prevention” and amend Section 10-41, “Amendments to the 2012 International Residential Code”, by removing Appendix ‘T’, “Galveston Flood Ordinance”, as provided below.

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

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

SECTION 2. “The 2002 Flood Insurance Rate Maps of the City of Galveston will continue to be in full force and effect and are fully incorporated herein.

SECTION 3. Chapter 10, “Building Code”, Sec. 10-2.1 Local Building Code Amendments and supplements thereto” is hereby amended to read and provide as follows:

Sec. 10-2.1 Local Building Code Amendments and supplements thereto.

The 2012 International Building Code and revisions adopted pursuant to the provisions of the foregoing sections of this chapter are hereby modified and amended to the extent set forth in the following attached appendices which documents are hereby adopted, their contents and provisions being incorporated herein by reference, and same being incorporated herein by reference, and same being available for inspection and copying in the respective offices of the city secretary and the building official:

O	Texas Gov. Code Chapter 469 “Elimination Architectural Barriers
P	Flood Damage Prevention
Q	Site Inspections

SECTION 4. Chapter 10, “Building Code”, Sec. 10-41. Amendments to the 2012 “international Residential Code” is hereby amended to read and provide as follows:

Sec. 10-41. Amendments to the 2012 “International Residential Code

The 2012 edition of the "International Residential Code", adopted pursuant to the foregoing provisions of this chapter is hereby modified and amended to the extent set forth in that document entitled "Amendments for 2012 International Residential Code", which is hereby incorporated as "attachment A", which document is hereby adopted, its contents and provisions being incorporated herein by reference, and same being available for inspection and copying in the respective offices of the city secretary and building official.

The 2012 International Residential Code is adopted with the following selected appendices, A, B, C, D, E, F, G, H, J, K, M, N, O, P, Q, R, S, **T**, U, and V, which may be modified and amended as shown in "attachment A" which are listed as follows:

S	City of Galveston 2009 IRC Amendments
T	Galveston Flood Ordinance
U	Site Plan Inspection

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 be and become effective from and after the date of its adoption.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the April 26, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 10, "BUILDING CODE" OF THE CODE OF THE CITY OF GALVESTON, 1982, AS AMENDED", BY ADDING ARTICLE VIII, "CITY OF GALVESTON FLOOD DAMAGE PREVENTION ORDINANCE"; PROVIDING FOR REGULATIONS PERTAINING TO FLOOD DAMAGE PREVENTION; PROVIDING FOR PENALTY PROVISIONS AND AN EFFECTIVE DATE AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City of Galveston is currently under the 2002 Flood Damage Prevention Ordinance (Ordinance No. 02-085) and the 2002 Flood Insurance Rate Maps (FIRM); and,

WHEREAS severe flooding has occurred in the past within the City of Galveston and will certainly occur within the future and that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within the jurisdiction of the City of Galveston; and,,

WHEREAS, Staff desires to keep the City of Galveston current with the most recent codes and recommendations pertaining to flood damage prevention and recommends updating and amending the City's 2002 Flood Damage Prevention ordinance; and,

WHEREAS, the Flood Insurance Rate Maps of 2002 will be revisited at a later date and will remain the current rate maps until amended in the future; and,

WHEREAS, Staff desires to increase the availability of its residents and community to access the City's most recent codes and regulations pertaining to flood damage prevention by adding Article VIII, "City of Galveston Flood Damage Prevention Ordinance" to the Building Codes of the City of Galveston; and,

WHEREAS, the City Council deems it in the best interests of the public to amend Chapter 10 "Building Code" of the Code of the City of Galveston, 1982, as amended", by adding Article VIII, "City of Galveston Flood Damage Prevention Ordinance"; providing for regulations pertaining to flood damage prevention and providing for penalty provisions and an effective date.

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

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

SECTION 2. "The 2002 Flood Insurance Rate Maps of the City of Galveston will continue to be in full force and effect and are fully incorporated herein.

SECTION 3. The Code of the City of Galveston, 1982, as amended, Chapter 10, “Building Code”, is hereby amended by adding Article VIII. “Flood Damage Prevention”, to read and provide as follows:

ARTICLE VIII. CITY OF GALVESTON FLOOD DAMAGE PREVENTION ORDINANCE.

Sec. 10-77. Statutory Authorization, Findings of Fact, Purpose and Methods

A. Statutory Authorization

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of Galveston, Texas, does ordain as follows:

B. Findings of Fact

- (1) The flood hazard areas of the City of Galveston are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

C. Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

D. Methods of Reducing Flood Losses

In order to accomplish its purposes, this ordinance uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development, which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 10-78. Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Alluvial Fan Flooding - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport and deposition; and unpredictable flow paths.

Apex - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant Structure – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

Area of Future Conditions Flood Hazard – means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

Area of Shallow Flooding - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base Flood - means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

Basement - means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway Wall - means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

COASTAL HIGH HAZARD AREA - means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Critical Feature - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated Building — means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing Construction - means for the purposes of determining rates, structures for which the

“start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures.”

Existing Manufactured Home Park or Subdivision - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision- means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Elevation Study – means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) – see *Flood Elevation Study*

Floodplain or Flood-Prone Area - means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain Management - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations

Floodplain Management Regulations - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood Protection System - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify

flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood Proofing - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway – see *Regulatory Floodway*

Functionally Dependent Use - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure - means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior, or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior or;
 - (b) Directly by the Secretary of the Interior in states without approved programs.

Levee - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated

in accordance with sound engineering practices.

Lowest Floor - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

Manufactured Home - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New Construction - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Primary Frontal Dune - means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational Vehicle - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sand Dunes - mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special Flood Hazard Area – see *Area of Special Flood Hazard*

Start Of Construction - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure - means for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial Damage - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

Variance – means a grant of relief by a community from the terms of a floodplain management

regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 10-79. General Provisions

A. Lands to which this Ordinance applies

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Galveston.

B. Basis for establishing the areas of Special Flood Hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study for the City of Galveston dated December 6, 2002, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated December 6, 2002 and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

C. Establishment of Development Permit

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

D. Compliance

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

E. Abrogation and greater restrictions

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

F. Interpretation

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

G. Warning and Disclaimer or Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Sec. 10-80. Administration

A. Designation of the Floodplain Administrator

The Building Official is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

B. Duties & Responsibilities of the Floodplain Administrator

Duties and responsibilities of the floodplain Administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this ordinance.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a

mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

- (6) Notify in riverine situations, adjacent communities and the State Coordinating Agency which is Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with Article 3 Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.
- (9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** completes all of the provisions required by Section 65.12.

C. Permit Procedures

- (1) Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

- c. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Sec. 10-81B (2);
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - e. Maintain a record of all such information in accordance with Sec. 10-80B(1).
- (2) Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:
- a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of a waterfront location, where applicable;
 - i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

D. Variance Procedures

- (1) The Building Board of Appeals and Adjustments, (herein Appeal Board), shall hear and render judgment on requests for variances from the requirements of this ordinance.
- (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- (3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such

decision in the courts of competent jurisdiction.

- (4) The floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 10-80C(2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Sec. 10-77C).
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon, (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of

flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

- (11) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Sec. 10-80D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Sec. 10-81. Provisions for Flood Hazard Reduction

A. General Standards

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements.

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) All new, residential construction or substantial improvements shall have the lowest floor elevated to a minimum of 18 inches above the base flood elevation, and all new, non-residential construction or substantial improvements shall have lowest floor elevated or floodproofed to a minimum of 18 inches above the base flood elevation in reference to the effective adopted Flood Insurance Rate Map. A registered professional engineer,

architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection is satisfied.

- (9) Enclosures are usable solely for parking of vehicles, building access or storage, and are subject to random inspections for compliance. Owner(s) will be required to sign a non-conversion agreement that must be filed with the deed.

B. Specific Standards

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Sec. 10.79B, (ii) Sec. 10-80B(8), or (iii) Sec. 10-81C(3), the following provisions are required:

- (1) Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated or floodproofed to a minimum of 18 inches above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Sec. 10-80C (1) a., is satisfied.
- (2) Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated or floodproofed to a minimum of 18 inches above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
- (3) Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. Enclosures are subject to random inspections for compliance. Owner(s) will be required to sign a non-conversion agreement that must be filed with the deed.

(4) Manufactured Homes –

- a. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - (i) the lowest floor of the manufactured home is at a minimum of 18 inches above the base flood elevation, or
 - (ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- (5) Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or

(iii) meet the permit requirements of Sec. 10-80C (l), and the elevation and anchoring requirements for “manufactured homes” in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

C. Standards for Subdivision Proposals

- (1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sec. 10-77B, C, and D of this ordinance.
- (2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Sec. 10-79C; Sec. 10-80C; and the provisions of Sec. 10-81 of this ordinance.
- (3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to 10-79B or 10-80B (8) of this ordinance.
- (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

D. Standards for Areas of Shallow Flooding (AO/AH ZONES)

Located within the areas of special flood hazard established in 10-79B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to a minimum of 18 inches above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community’s FIRM (at least two feet if no depth number is specified).
- (2) All new construction and substantial improvements of **non-residential** structures:
 - (a) have the lowest floor (including basement) elevated to a minimum of 18 inches

above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in 10-80C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

E. Flood Ways

Floodways - located within the areas of special flood hazard established in 10-79B, are areas designated as floodways. . Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If 10-81E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of 10-81.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

F. Coastal High Hazard Areas

Located within the areas of special flood hazard established in Sec. 10-79B, are areas designated as Coastal High Hazard Areas (Zones V1-30, VE, and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this ordinance, the following provisions must also apply:

- (1) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.
- (2) All new construction shall be located landward of the reach of mean high tide.
- (3) All new construction and substantial improvements shall be elevated on pilings and columns so that:
 - (i) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to a minimum of 18 inches above the base flood level;
 - (ii) the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (3)(i) and (ii) of this Section.
- (4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. Enclosures are usable solely for parking of vehicles, building access or storage, and are subject to random inspections for compliance. Owner(s) will be required to sign a non-conversion agreement that must be filed with the deed.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (i) breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
- (ii) the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and

nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

- (5) Prohibit the use of fill or structural support of buildings.
- (6) Prohibit man-made alteration of sand dunes and mangrove stands that increase potential flood damage.
- (7) Manufactured Homes –

Require that manufactured homes placed or substantially improved within Zone V1-30, V, and VE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (1) through (6) of this section **and** that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones V1-30, V, and VE on the community's FIRM meet the requirements of 10-81B(4) of this ordinance.

- (8) Recreational Vehicles –

Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the requirements in 10-79C of this ordinance and paragraphs (1) through (6) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 10-82. Penalties

Any person violating any provision of this Code shall be guilty of a Class "C" misdemeanor and upon conviction thereof shall be assessed a fine of not less than \$100 and not more than \$500; however, the maximum penalty for offenses arising under such Code governing fire safety, public health and sanitation shall not exceed the sum of two thousand dollars (\$2,000.00) Each day a violation continues shall constitute a new and separate offense.

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

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

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

SECTION 7. It is hereby officially found and determined that notice of the meeting at which this Ordinance is adopted was given as required by Chapter 551 of the Texas Government Code (the “Texas Open Meetings Act”) and that such meeting has been open to the public at all times when this Ordinance was discussed and acted on.

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on April 26, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

Costs of Building Higher

Under the rules of the National Flood Insurance Program, buildings must be protected to the Base Flood Elevation (BFE). Therefore, the cost of freeboard is just the additional cost of building higher than the minimum NFIP standard.

A study conducted by ASFPM in February 2017 estimated the approximate cost of building higher for a 2,000-square foot house. The study assumed the house was constructed to NFIP standards and then estimated the additional cost of building higher than the BFE (see table below).

Foundation Type*	Cost per add'l foot
Concrete block piers	\$890
Crawlspace with concrete block walls	\$1,850
Crawlspace with poured concrete walls	\$2,155
Stem wall with fill	\$2,345
Fill only	\$4,470

Using a house on fill with a stem wall (as illustrated on the cover), here are the average construction costs for building higher:

- 1 foot: \$2,345
- 2 feet: $\$2,345 \times 2 = \$4,690$
- 3 feet: $\$2,345 \times 3 = \$7,035$

**Costs are lower for other foundations.*

Return on Investment

The owner of a building built higher will realize savings in two ways. The most important is when the area floods again and the building is not damaged. Also, the owner doesn't have to relocate, repair and rebuild.

Another form of savings is a reduced cost in flood insurance, which is required by most lenders. For example, using a 2,000-square foot home with a stem wall foundation with the floor 2 feet above the BFE (with fill underneath).

Additional cost of construction: \$4,690

Annual flood insurance premium built to the BFE: \$2,147

Annual flood insurance premium built 2 feet above the BFE: \$734

Annual flood premium savings: \$1,413

Number of years to pay off \$4,690 via premium savings: 3.3 years

Added savings realized during a 30-year mortgage: \$37,300*

Another benefit of building higher is potentially increase in value at the time of sale due to lower risk and lower insurance costs.

**Savings are greater for other foundations.*

The Costs & Benefits Of Building Higher



Assn. of State Floodplain Managers

www.floods.org

Building in the Floodplain

Communities that participate in the National Flood Insurance Program must ensure all new residential buildings constructed in the floodplain are elevated to or above the base flood elevation (BFE). The base flood is the flood that has a 1% chance of occurring or being exceeded in any given year.

Many communities concluded the BFE is not a sufficient level of protection, saying:

- Floods higher than the base flood can and do occur.
- Most flood studies do not account for debris or obstructions during the base flood, thereby underestimating the BFE.
- NFIP flood studies do not account for the impacts of future development or sea level rise. Over time, the regulatory standard does not keep up with increases in flood elevations.
- In non-coastal areas, the protection level is measured at the top of the lowest floor, leaving the flooring, subfloor and floor joists exposed to the base flood.

To offset these shortcomings of building only to the BFE, over half of the communities in the country require new buildings to be protected to one or more feet *higher* than the BFE. Floodplain managers call this "freeboard."

Flood Damage Protection

A building built higher than the minimum level required by the NFIP is better protected from:

- Waves that are higher than the BFE,
- Unpredictable flooding conditions, such as debris at a bridge or culvert that creates a dam to stream flow,
- Increases in flood heights due to development and climate change, and
- Damage to the floor joists and other parts of the building lower than the top of the lowest floor.

Through a national consensus process, building higher has been part of the International Building and Residential Codes and the American Society of Civil Engineers' flood design and construction standard (ASCE 24).



Thousands of dollars in flood damage can be prevented by building higher.

Flood Insurance Premiums

While the BFE is the minimum standard for communities in the NFIP, the program encourages regulations that set a higher protection level (44 CFR 60.1(d)).

As seen in the table below, flood insurance premiums are significantly lower for buildings with 1, 2 or 3 feet of freeboard.

More than 40 years of insurance claims experience has proven these buildings suffer much less flood damage. Less potential for damage means lower premiums.

Flood Insurance Premium Comparison		
Zone	Freeboard	Premium
AE	At BFE (no freeboard)	\$2,147
AE	BFE + 1 foot	\$1,106
AE	BFE + 2 feet	\$734
AE	BFE + 3 feet	\$614
Premiums are for a single-family house, one floor, slab on grade, stem wall foundation, or crawlspace with proper flood openings, \$200,000 in building coverage, \$80,000 in contents coverage, \$1,000 deductible, no CRS discount, April 2017 <i>Flood Insurance Manual</i>		

Lower insurance premiums are an immediate benefit to the property owner. Other benefits include less flood damage in the community, less suffering, less business interruption, quicker recovery, and higher property values.

Building Division

823 Rosenberg, Room 401
Galveston, Texas 77550

Phone (409) 797-3660 planningcounter@galvestonTX.gov



Non-Conversion Agreement

Whereas, Permit # _____ has been issued to construct, improve, or repair the property at _____ [address] in the City of Galveston,

Whereas, the permitted building has the lowest floor elevated 18 inches above the base flood elevation and the design and construction of the building meets current building code and flood damage prevention ordinance requirements, and

Whereas, as a condition of a Certificate of Occupancy, the owner must agree not to alter the building at a later date so as to violate the building code or flood damage prevention ordinance requirements,

Now, therefore, the undersigned owner of said property hereby agrees to the following:

1. That the enclosed area below the lowest floor shall be used solely for parking of vehicles, limited storage, or access to the building and will never be used for human habitation without first becoming fully compliant with the flood damage prevention ordinance in effect at the time of conversion.
2. That all interior walls, ceilings, and floors below the base flood elevation shall be unfinished or constructed of flood-resistant materials.
3. That mechanical, electrical, or plumbing devices that service the building shall not be installed below the base flood elevation.
4. That the openings in the walls of the enclosed area below the lowest floor shall not be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the automatic entry and exit of floodwater.
5. That any variation in construction beyond what is permitted shall constitute a violation of this agreement and the flood damage prevention ordinance.
6. That the owner and subsequent owners understand that the City of Galveston has a right to inspect inside the premises at any time to verify compliance with this agreement.
7. That this Agreement shall be recorded with the deed to the above property so that subsequent owners are made aware of these restrictions.

Signature of Property Owner

Witness

Printed name: _____

Printed name: _____

Date: _____

Date: _____

This space reserved for deed recording notations.

RESOLUTION NO. 18-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS TEMPORARILY AUTHORIZING OVERNIGHT CAMPING AT R. A. APFFEL PARK DURING THE 2018 JEEP GO TOPLESS DAY EVENT ON THE WEEKEND OF MAY 18-20, 2018; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jeep Go Topless Day is an annual national celebration of all things Jeep. Various events will take place all over the country, including large-scale gatherings in Texas locations. The event draws thousands of Jeeps over the weekend and offers many activities for participants to the event; and,

WHEREAS, the ability to overnight camp for the participants is a major factor that draws participants to the event from across Texas; and,

WHEREAS, the event shall be held at R.A. Apffel Park on May 19 and May 20, 2018; and,

WHEREAS, the Galveston Park Board of Trustees requests that the City of Galveston temporarily authorize overnight camping privileges, for the dates stated herein, at R. A. Apffel Park to accommodate the influx of campers anticipated for the upcoming event; and,

WHEREAS, the Galveston Park Board of Trustees proposes to offer a maximum of 100 dry camping spots, and as further detailed in the attached request, labeled **Exhibit A** herein, the Park Board staff will maintain the pavilion restrooms, provide temporary lighting and hire overnight security for the event; and,

WHEREAS, Section 8-6 “Camping on Beaches” of The Code of the City of Galveston 1982, as amended, prohibits camping on any public beach unless in an area designated by ordinance, resolution or other official action of the City Council; and,

WHEREAS, the City of Galveston Park Board plans to enter into an agreement with South Coast Jeeps, LLC., assigning responsibility for costs associated with overnight camping including, but not limited to, those costs for providing 24-hour security, pavilion restrooms, garbage and beach cleaning, and enforcing camp fire prohibitions and dumping restrictions; and,

WHEREAS, the City of Galveston shall not incur or underwrite any of the expenses associated with the authorized overnight camping at R. A. Apffel Park during the event; and,

WHEREAS, the City Council deems it in the public interest to temporarily allow overnight camping at R. A. Apffel Park for the Jeep Go Topless Day Event on the dates stated herein, subject to all applicable rules and regulations;

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

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

SECTION 2. That the City Council of the City of Galveston hereby authorizes overnight camping at R. A. Apffel Park from 12:00 A.M Friday, May 18, 2018, until 9:00 AM on Sunday, May 20, 2018, subject to all applicable rules and regulations.

SECTION 3. That the City of Galveston Park Board, by and through an agreement with South Coast Jeeps, LLC., shall be responsible for the costs associated with overnight camping including, but not limited to, those costs for providing 24-hour security, pavilion restrooms, garbage and beach cleaning, and enforcing camp fire prohibitions and dumping restrictions.

SECTION 4. That the City of Galveston shall not incur or underwrite any of the expenses associated with the authorized overnight camping at R. A. Apffel Park during the Jeep Go Topless Day event.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 26th day of April, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

Agenda Item: Discuss and Consider Overnight Camping for 2018 Jeep Go Topless Day**Background:**

Jeep Go Topless Day - May 19, 2018 - is an annual national celebration of all things Jeep. Various events take place all across the country, including a large-scale gathering in Crystal Beach, with thousands of Jeeps gathering there for the weekend. Staff has actively solicited the group to move the event to East Beach for some time. In 2017, a portion of the event took place at East Beach, with approximately 700 vehicles.

For 2017, the promoter expanded the event at East Beach tremendously by offering activities for the participants, including live music, vendors, obstacle course and more. Park Board staff offered overnight camping for the participants, as this is a major factor that draws participants to Crystal Beach.

Staff is in favor of offering the camping option for participants again for 2018, and has prepared the proposed budget below.

Projected Revenue

Rental	Rate	Quantity	Extended
20' x 30' Space	\$75	30	\$2,250
TOTAL REVENUE			\$2,250

Projected Operating Expenses

	Rate	Quantity	Extended
Security - 1 officer	\$35	24	\$840
TOTAL EXPENSES			\$840

8p-8a FRI, 8p-8a SAT

NET INCOME**\$1,410****Staff Recommendation:**

Staff believes this option will allow the event to grow at East Beach. It offers an additional revenue stream for the park, and should not be a tremendous burden on park resources. Staff recommends seeking City Council approval of a temporary waiver of the ordinance which prohibits overnight camping on the beaches. Staff would seek approval for East Beach May 18-19, 2018 only.

Board Approved
 Date 3-27-18
 Signature Shaydenburg

RESOLUTION NO. 18-_____

RESOLUTION OF THE CITY OF GALVESTON, TEXAS, FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC LLC'S APPLICATION FOR APPROVAL TO AMEND IT DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX ADMIN CODE §25.243 TO DECREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Galveston, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 4, 2018 CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to 16 Tex. Admin. Code § 25.243 seeking Total DCRF Revenue Requirement of \$82,620,101 to be effective on September 1, 2018; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002 and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 26th day of April, 2018.

HON. JAMES D. YARBROUGH
Mayor, City of Galveston

ATTEST:

JANELLE WILLIAMS
City Secretary

APPROVED AS TO FORM:

DONALD S. GLYWASKY
City Attorney

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACKNOWLEDGING THE COMMUNICATION FROM THE PUBLIC UTILITY COMMISSION OF THE STATE OF TEXAS RELATED TO THE INCREASE OF MAXIMUM ACCESS LINE RATES; ACCEPTING THE INCREASE CALCULATED BY THE COMMISSION; DIRECTING STAFF TO TAKE NO ACTION RELATED TO THE INCREASE; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the Public Utility Commission of the State of Texas by communication dated March 12, 2018 advised the City of Galveston that due to inflation the City's maximum access line rates have increased by 1.0237%; and

WHEREAS, the PUC will implement such increase unless affirmatively directed otherwise by the City; and

WHEREAS, the staff recommends that no action be taken in opposition to the increase suggested by the PUC to allow such increase to go into effect; and

WHEREAS, the City Council is of the opinion that the PUC's finding that the rate should be increased due to inflation should be implemented.

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

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

SECTION 2. The City Council of the City of Galveston, Texas accepts the determination of the Public Utility Commission that the access line rates be increased by 1.0237%.

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Manager to refrain from communicating any opposition to the increase to the Public Utility Commission and thus allow for the increase to be implemented.

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

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 27th day of April 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

Bicycle Network AFA and Resolution STAFF REPORT

03 April 2018

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

From: Daniel Christodoss, P.E., City Engineer

RE: Consideration of:

1. An Advanced Funding Agreement (AFA) between the City of Galveston, Texas and the Texas Department of Transportation (TXDOT) in support of the Galveston On-Street Bicycle Network (AFA Attached for City Council Approval), and
2. Adopting a Resolution for Approving the AFA with Federal Funds not to exceed \$286,418, State Funds not to exceed \$1,993, and Local Share Matching Funds in an amount not to exceed \$71,605 (Resolution Attached for City Council Adoption).

I. Background

- A. TxDOT and H-GAC have requested a signed AFA from the City for the Galveston On-Street Bicycle Network, CSJ 0912-73-202.
- B. The purpose of the project is to implement bicycle improvements that will complete an on-street bicycle network beneficial for residents and visitors to Galveston.
- C. The City's plan includes both shared travel lanes and striped bicycle lanes. Because of the difference in width of pavement, the shared lanes are primarily on the East-West Streets and the striped lanes on North-South Streets.
- D. In applying the Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds to our network, the City will be implementing the shared lanes independently with local funds and only use the CMAQ funds provided through TXDOT for the striped lanes along with associated pavement markings and signage.
- E. The Scope of Work for the project includes installation of approximately 102,000 linear feet of white thermoplastic striping for five (5) feet wide bicycle lanes, 129 pavement arrows, 129 pavement bicycle symbols, 38 bicycle racks, 32 trash receptacles, and wayfinding/guide signage at 20 locations. In some locations, existing pavement markings that conflict with those needed for the bicycle program will be removed.
- F. City Staff will prepare all layouts, plans and specification materials needed to locally let this project.
- G. Additionally, the execution of an Advanced Funding Agreement (AFA) between the local project sponsor and TXDOT is required for this project along with the attached resolution.





City of Galveston

Bicycle Network AFA and Resolution STAFF REPORT

II. Current Situation

City Council is requested to consider approval of an Advanced Funding Agreement between the City and TXDOT for the Galveston On-Street Bicycle Network Project, and adopting a Resolution of Local Share Matching Funds, and accepting the Federal Funds.

III. Impact or ramifications:

If the AFA is not approved and the Resolution adopted, the City will lose the Federal Funds and will have to come up with the cost of the entire project using its own funds that will not be reimbursed by TXDOT at a later date.

IV. Alternatives in order of priority

A. City Council approves the AFA and Adopts the Resolution.

1. Cost – \$71,605 Local-Est., \$286,418 Federal, \$1,993 State
2. Timing – As soon as possible.
3. Divisional Improvements – Advances the Galveston Bicycle Network Project.

B. City Council does not approve the AFA or Adopt the Resolution.

1. Cost – None
2. Timing – N/A
3. Divisional Improvements - None

V. Recommendation

Concur in Alternative A and approve the Advanced Funding Agreement (AFA) and the associated Resolution.

VI. Fiscal Impact Report

Requested by:

Daniel Christodoss, P.E.
City Engineer

Funding Source

Infrastructure & Debt Service Fund





City of Galveston

Bicycle Network AFA and Resolution STAFF REPORT

Local Share

\$71,605

Respectfully Submitted,

Recommended,

Daniel Christodoss, P.E.
City Engineer

Brandon Cook
Assistant City Manager



RESOLUTION NO. -__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE GALVESTON BICYCLE NETWORK ACCEPTING FEDERAL FUNDS NOT TO EXCEED \$286,418, ACCEPTING STATE FUNDS NOT TO EXCEED \$1,993, WITH THE LOCAL SHARE COST NOT TO EXCEED \$71,605; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement to its public purposes; and

WHEREAS, state law provides that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, the State and the City desire to cooperate in undertaking and completing a pedestrian/transit improvement project under the Congestion Mitigation and Air Quality Improvement Program (CMAQ) generally described as the Galveston On-Street Bicycle Network; and

WHEREAS, the City desires to participate in the development and construction of this Project by coordinating with the State and providing a portion of the funding and certain services, and the State has agreed to secure the federal cost share and to pay for such other project costs; and

WHEREAS, the City of Galveston must adopt a Resolution agreeing to and approving the Advance Funding Agreement for the Galveston On-Street Bicycle Network with the local share cost not to exceed \$71,605 in order to proceed with the Project and to obtain the federal and state funding shares; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to participate in the Project and to authorize the City Manager to execute the Advance Funding Agreement for the Galveston On-Street Bicycle Network with the local share cost not to exceed \$71,605.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby approves the Advance Funding Agreement for the Galveston On-Street Bicycle Network with the Texas Department of Transportation (TxDOT) with the local share cost not to exceed \$100,624 and authorizes the City Manager to execute the Agreement and all other documents necessary for the City to participate in this Project upon final approval by the City Attorney.

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the Advance Funding Agreement as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the th day of , 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this day of , 2018.

Secretary for the City Council
of the City of Galveston

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Project (“**Agreement**”) is made between the State of Texas (“**State**”), acting through the Texas Department of Transportation, and **City of Galveston** (“**Local Government**”), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization (“**MPO**”) a nomination form for consideration under the Transportation Alternatives Program (“**TAP**”) for the project, which is briefly described as **Galveston On-Street Bicycle Network** (“**Project**”).

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission (“**Commission**”) passed Minute Order Number **114417** (“**MO**”) dated **November 19, 2015** awarding funding for projects in the **2015** TAP Program Call of the Houston-Galveston Area Council, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1.** Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

1.2. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement (“FPAA”) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (“SLOA”) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

2.1. This Agreement may be terminated by any of the following conditions:

- a. By mutual written consent and agreement of all parties;
- b. By any party with 90 days written notice; or
- c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.

2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

- a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
- b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
- c. Local Government withdraws from participation in Project.
- d. State determines that federal funding may be lost due to Project not being implemented and completed.
- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
- f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
- g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

- 2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: installation of approximately 102,000 linear feet of white thermoplastic striping for five (5) feet wide bicycle lanes, 129 pavement arrows, 129 pavement bicycle pavement symbols, 38 bicycle racks, 32 trash receptacles, and wayfinding/guide signage at 20 locations. Existing conflicting pavement marking will be removed. The purpose of this project is to implement bicycle improvements that will complete an on-street bicycle network beneficial for residents and visitors.
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies:
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

- 10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties

will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- 11.1.** Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 11.2.** Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3.** Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4.** Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1.** A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- 12.2.** If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3.** The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.
- 12.4.** Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5.** State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6.** Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 12.7.** In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8.** Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9.** Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

- 12.10.** In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 12.13.** State will not pay interest on any funds provided by Local Government.
- 12.14.** State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15.** Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16.** If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1.** All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager	Director of Contract Services
City of Galveston	Texas Department of Transportation
823 25 th Street, Ste. 203	125 E. 11 th Street
Galveston, Texas 77550	Austin, TX 78701-2483

- 13.2.** All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

- 23.1.** Compliance with Regulations: Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 23.2.** Nondiscrimination: Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3.** Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Local Government of Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 23.4.** Information and Reports: Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of Local Government is in the exclusive possession of another who fails or refuses to furnish this information, Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.5.** Sanctions for Noncompliance: In the event of Local Government's noncompliance with the Nondiscrimination provisions of this contract, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.

- 23.6.** Incorporation of Provisions: Local Government will include the provisions of paragraphs 23.1 through 23.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Local Government will take action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Local Government becomes involved in, or is threatened with, litigation with a subcontractor, or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of State. In addition, Local Government may request United States to enter into such litigation to protect the interests of United States.

24. Disadvantaged Business Enterprise Program Requirements

- 24.1.** The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 24.2.** Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 24.3.** Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4.** Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: <http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/attachments.pdf>.
- 24.5.** Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 24.6.** Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
- The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its

principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- 26.2.** 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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

- 27.1.** Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- 27.2.** For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

- 28.1.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management (“**SAM**”) number (Federal Acquisition Regulation (“**FAR**”) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System (“**DUNS**”) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- 29.1.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 29.2.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____.

- 29.3.** For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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

- 30.2.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- 30.3.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- 30.4.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- 30.5.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- 30.6.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- 30.7.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- 30.8.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- 30.9.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- 30.10.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- 30.11.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- 30.12.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ: 0912-73-202
District #: 12/HOU
Code Chart 64#: 50085
Project: Galveston On-Street Bicycle Network
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Not Research and Development

31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ: 0912-73-202
District #: 12/HOU
Code Chart 64#: 50085
Project: Galveston On-Street Bicycle Network
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

CSJ: 0912-73-202

District #: 12/HOU

Code Chart 64#: 50085

Project: Galveston On-Street Bicycle Network

Federal Highway Administration

CFDA Title: Highway Planning and Construction

CFDA #: 20.205

Not Research and Development

CSJ: 0912-73-202
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ATTACHMENT B PROJECT LOCATION MAP



CSJ: 0912-73-202
District #: 12/HOU
Code Chart 64#: 50085
Project: Galveston On-street Bicycle Network
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / LG Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes additional percentage for TDC apportionment where applicable		State Participation		Local Government (LG) Participation Includes any EDC reduction where applicable	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction	\$320,206	80%	\$256,165	0%		20%	\$64,041
In-kind donation Value (Add to Total Project Cost - 20% Maximum value)	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$320,206		\$256,165		\$0		\$64,041
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction ²	\$0	0%	\$0	0%	\$0	0%	\$0
Work by State Subtotal	\$0		\$0		\$0		\$0

CSJ: 0912-73-202
District #: 12/HOU
Code Chart 64#: 50085
Project: Galveston On-street Bicycle Network
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Federal Highway Administration
Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes additional percentage for TDC apportionment where applicable		State Participation		Local Government (LG) Participation Includes any EDC reduction where applicable	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$10,000	80%	\$8,000	0%	\$0	20%	\$2,000
Environmental Cost ¹	\$2,000	80%	\$1,600	0%	\$0	20%	\$400
Right of Way ¹	\$100	80%	\$80	0%	\$0	20%	\$20
Utilities ¹	\$100	80%	\$80	0%	\$0	20%	\$20
Construction ²	\$25,616	80%	\$20,493	0%	\$0	20%	\$5,123
Direct State Costs Subtotal	\$37,816	80%	\$30,253	0%	\$0	20%	\$7,563
Indirect State Cost	\$1,993		\$0		\$1,993		\$0
TOTAL PARTICIPATION	\$360,016		\$286,418		\$1,993		\$71,605
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$71,605

The estimated total participation by Local Government is \$ 71,605, plus 100% of overruns.

Total estimated payment by Local Government to State is \$ 7,563.

¹Local Government's first payment of \$ 2,440 is due to State within 30 days from execution of this contract.

²Local Government's second payment of \$ 5,123 is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$ 286,418.

RESOLUTION NO.-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, CONFIRMING THAT THE CITY OF GALVESTON CHOOSES TO BE RECOGNIZED AS THE DIRECT RECIPIENT OF URBANIZED AREA FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION, AND THAT GALVESTON ISLAND TRANSIT, THE PUBLIC TRANSPORTATION DEPARTMENT OF THE CITY, SHALL ADMINISTER SAID FUNDS FOR PUBLIC TRANSPORTATION PURPOSES, AND DECLARING FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston was defined and designated as an “urbanized area” for federal funding purposes by the United States Secretary of Commerce after the 2000 decennial census; and,

WHEREAS, the City of Galveston was devastated by Hurricane Ike, a major disaster in 2008, resulting in residents’ loss of personal property, homes, and jobs and forcing certain residents to relocate off of Galveston island; and,

WHEREAS, the relocation of certain Galveston residents caused the population of the City of Galveston to drop below 50,000 after the 2000 decennial census, and

WHEREAS, resulting from the population decrease, the City lost its position as a direct recipient of federal funds for the Galveston Urbanized Area, and

WHEREAS, the City of Galveston desires to be recognized as an urbanized area for FY 2018, 2019 and 2020, and

WHEREAS, such recognition would allow the City to receive federal grant funding; and,

WHEREAS, in order to qualify for such recognition, the City must be recognized as a direct recipient of federal funds for the Urbanized Area; and,

WHEREAS, such recognition requires the concurrence of a local transit agency, an opinion of counsel that the proposed direct recipient has the legal capacity to act as a direct recipient, and proof of a public process to choose a recipient; and,

WHEREAS, the Texas Department of Transportation stated that a Council resolution will suffice as proof of the public process; and,

WHEREAS, the City Council of the City of Galveston deems it in the public interest to choose the City of Galveston as a direct recipient for federal funding resulting from its identification as an Urbanized area.

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

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 chooses the City of Galveston as a direct recipient of any federal funds as a result of being identified as an Urbanized area.

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

APPROVED AS TO FORM:

KIM COOGAN
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the _____ day of _____, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

City of Galveston



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

Staff Report

April 18, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: A Resolution of the City Council of the City of Galveston, Texas, confirming that the City of Galveston chooses to be recognized as the Direct Recipient of Urbanized Area Funding from the Federal Transit Administration, and that Galveston Island Transit, the Public Transportation Department of the City, shall administer said funds for public transportation purposes, and declaring findings of fact and providing for an effective date.

I. Background

- A. In 2008, the City of Galveston suffered the negative impacts of Hurricane Ike on its residential population.
- B. Following the 2010 Decennial Census, the negative population impacts were confirmed, and as a result, Galveston's population dipped below 50,000 residents.
- C. As a result, the City was reclassified to a rural area, for transportation funding purposes.
- D. Section 21101 of the Bipartisan Budget Act of 2018 effectively returns the City of Galveston back to its Small Urban status for Federal Transit Administration (FTA) formula funding.
- E. As a result, TxDOT has requested that the City adopt a Resolution that confirms the City of Galveston is choosing Direct Recipient status.
- F. A letter from the City Attorney confirms the City's Legal, Technical and Financial Capacity to Act as a Direct Recipient.
- G. A Resolution is attached confirming the above.

II. Current Situation

City Council is requested to consider approval of the Resolution attached.

III. Alternatives in order of priority

- A. City Council approves the Resolution.

1. Cost – City will be able to access up to \$795,000 in the currently approved partial year 5307 allocation.
2. Timing – As soon as possible.
3. Divisional Improvements – Allows department to begin transition from State to Federal funding, with an anticipated increase in annual funding.

B. City Council does not approve the Resolution.

1. Cost – Approximately \$795,000 (partial year) allocation.
2. Timing – N/A
3. Divisional Improvements – None

IV. Recommendation

Concur in Alternative A and approve the attached Resolution.

V. Fiscal Impact Report

Requested by	Rick Beverlin Assistant City Manager
Funding Source	5307 FTA Formula Funds
Savings Estimation	Estimated approximately \$500,000 increase in funds over previous year.

VI. Environmental Impact

Continues to support local transit services, which reduce congestion and improve air quality.

Respectfully Submitted,

Rick Beverlin
Assistant City Manager



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

March 26, 2018

Mr. Rick Beverlin
Assistant City Manager
City of Galveston
3115 Market Street
Galveston, TX 77553

Dear Mr. Beverlin

Section 21101 of the Bipartisan Budget Act of 2018 states, "...the Secretary of Transportation shall treat an area as an "urbanized area" for purposes of 49 U.S.C. 5307 and 5336(a) until the next decennial census following the enactment of this Act if the area was defined and designated as an "urbanized" area by the Secretary of Commerce in the 2000 decennial census and the population of such area fell below 50,000 after the 2000 decennial census as a result of a major disaster..." An area within Galveston county meets the requirements stated above and shall be recognized as an urbanized area for FY 2018, 2019, and 2020.

In order for the Texas Department of Transportation (TxDOT) to recognize the City of Galveston as a direct recipient of federal funds for the Galveston Urbanized Area (UZA) the following documentation will need to be supplied:

- Proof that there was a public process to choose the direct recipient, such as a city council resolution;
- Concurrence of the local transit agency with the direct recipient selection; and
- An opinion of counsel that the proposed direct recipient had the legal capacity to act as the direct recipient.

These requirements are based upon federal statute and regulations on transportation planning and development. Once all documents have been received by TxDOT we will notify Region 6 with a determination.

Under Chapter 458 of the Texas Transportation Code the division recognizes the City of Galveston as a Small Urban Transit District for the Galveston Urbanized Area. No additional action is required to update this status.

If you have any questions or require additional information, please contact Kelly Kirkland at 512-486-5954.

Sincerely,

Eric L. Gleason
Director, Public Transportation Division

CC: Brian Maxwell, City Manager, City of Galveston
Nathan Nevelow, Grants Manager, City of Galveston

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

Enter name of Recipient

2

Date

Donna Roberts, Program Services Section Director, TxDOT
Kelly Kirkland, Business Operations Project Manager, TxDOT
Gonzalo Ponce, Program Manager, TxDOT
Linda Hernandez, Program Manager, TxDOT
Travis Madison, Public Transportation Coordinator, TxDOT

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

City of Galveston



City Attorney's Office

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

April 5, 2018

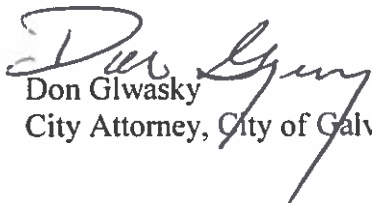
Mr. Eric L. Gleason
Director, Public Transportation Division
Texas Dep't. of Transportation
125 East 11th Street
Austin, Texas 78701-2483

Dear Mr. Gleason,

The City of Galveston is a public body with the legal authority to receive and dispense Federal funds, and to act as the direct recipient of federal grants from the U.S. Department of Transportation, Federal Transit Authority.

If you have any questions or require additional information, please call me at 409/797-3530.

Sincerely,


Don Glwasky
City Attorney, City of Galveston

APPENDIX A

Article 22 “Entry Level Hiring” of the Collective Bargaining Agreement between the City of Galveston, Texas and the Galveston Municipal Police Association, effective October 1, 2016 through September 30, 2019, is repealed in its entirety and replaced by the following effective upon ratification of said Appendix A:

ARTICLE 22 Entry Level and Lateral Entry Hiring

Section 1. Hiring Requirements for Entry Level Officers

The City shall hire and select new employees by using selection methods and criteria developed by the City Manager or designee. Such methods and criteria may include: written tests, psychological evaluations, attitude inventory, education, training, experiences, oral interview, physical performance, background, reputation, and equal employment action plans of the City. The City shall create a list of applicants and select new employees from anywhere on such list. Entry level officers shall serve a twelve-month probationary period starting on the date they are sworn in as Galveston Police Officers.

Section 2. Hiring Requirements for Lateral Entry Officers (LEOs)

It is further understood that the City may hire experienced law enforcement personnel (“Lateral Entry Officers” or “LEOs”) who have a current peace officer license and the appropriate certification from TCOLE (see chart below) at a pay rate no greater than Police Officer V.

All lateral law enforcement officers hired under the modified hiring process shall be required to pass the identical steps in the hiring process including passing a civil service examination. The civil service examination can be given for 1 or more lateral entry officers. There will be no eligibility list for lateral entry officers or posting requirements.

A Lateral Entry Officer is required to have at least 2 years of active service in a patrol function for one or more municipal, county, or state law enforcement agencies that employ a minimum of 30 sworn police officers and handles a full array of urban police work (i.e., respond to all types of calls for law enforcement services). The agency size requirement may be waived at the sole discretion of the Chief.

Prior years of service cannot be credited for detention officers who also have a peace officer license. Prior years of service only applies to pay steps and not to other seniority purposes. The Chief shall have the authority to determine if the prior law enforcement experience of a candidate meets the same experience as a similarly situated GPD officer.

Lateral Entry Officers shall serve a twelve-month probationary period starting on the date they are sworn in as Galveston Police Officers. Any officers so hired shall be frozen at the entry pay grade until their actual time in the current tenure with the City of Galveston equals the next pay grade.

The Chief shall establish the training requirements for a Modified Training Academy for LEOs. All applicants hired through the Modified Hiring Process must successfully complete the Modified Training Academy. The Chief may determine that an applicant for an LEO class should complete additional training, as required by the Chief.

Lateral Entry Officers shall be required to be assigned immediately to the patrol division for at least 36 months after employment.

Eligible Lateral Entry Officers shall be placed in the appropriate pay step based on their completed years of law enforcement service, certification and requisite experience. The Chief may adjust the prior years of law enforcement by a candidate and place the lateral officer in a lower pay step.

Experience Level	Minimum Certificate Level	Pay Grade Assignment
2 years	Basic	POII
3+ years	Basic	POIII
5 years	Intermediate	POIV
7+ years	Intermediate	POV

Section 3. Credit for Prior Law Enforcement Experience for Current GPD Officers

Galveston Police Officers with prior law enforcement experience, including prior service with GPD, that are eligible for a pay step increase under the same criteria as for Lateral Entry Officers above, shall submit a written request within 30 calendar days of execution of this amended article to the Chief to be moved to the pay step that corresponds to their total law enforcement experience at GPD and their prior agency or agencies. The Chief shall verify eligibility within 30 calendar days of each submission and adjust the pay rate accordingly. There will be no retroactive pay if an officer is moved to a higher pay step.

Section 4. Preemption

These selection procedures constitute the sole source of limitation upon the City in hiring Police Cadets and Lateral Entry Officers and supersedes, supplants, and overrides any provisions of Chapter 143 of the Texas Local Government Code, or any other applicable law, rule or regulation.

This amendment was ratified by a secret vote of the majority members voting of the Galveston Municipal Police Association on the 13th day of April, 2018. This

amendment was ratified by a majority of the Galveston City Council on the _____ day of April, 2018.

CITY OF GALVESTON

GALVESTON MUNICIPAL
POLICE ASSOCIATION

Brian A. Maxwell, *City Manager*

Jeff Murdock, *President*

Date: _____

Date: _____

APPROVED AS TO FORM:

Donald Glywasky, *City Attorney*

Vernon Hale, *Chief of Police*

Kent Etienne, *Executive Director of
Human Resources & Civil Service*

APPENDIX B

Article 12 (C) and (D) “Uniform Reimbursement and Assignment Pay” of the Collective Bargaining Agreement between the City of Galveston, Texas and the Galveston Municipal Police Association, effective October 1, 2016 through September 30, 2019, is repealed effective upon ratification of said Appendix B:

ARTICLE 12 Uniform Reimbursement and Assignment Pay

C. Shift Differential

Night Watch. Employees in the Patrol Division assigned to Night Watch shall receive \$167 per month of such assignment.

D. Field Training Officers

Section 1.

The City shall have the authority to establish the criteria for determining the appointment procedure for employees to the position of Field Training Officer, Field Training Supervisor, and Field Training Coordinator. Such appointments shall not be less than twenty (20) Field Training Officers, (4) Field Training Supervisors, and (1) Field Training Coordinator. All Field Training Officers, Field Training Supervisors, and Field Training Coordinators shall have completed the necessary FTO courses as outlined by the Texas Commission on Law Enforcement (TCOLE) before being assigned to such positions.

Section 2.

Employees assigned as Field Training Officers shall receive \$300 per month during such assignment.

Employees assigned as Field Training Supervisors and Field Training Coordinators shall receive \$15 per day when duties are performed.

Section 3.

Employees assigned as Field Training Officers may be removed from their assignment as a Field Training Officer if they are not assigned a PPO for a full phase of training in the nine (9) months prior to their removal.

Section 4. Preemption

This amendment was ratified by a secret vote of the majority members voting of the Galveston Municipal Police Association on the 13th day of April, 2018. This amendment was ratified by a majority of the Galveston City Council on the _____ day of April, 2018.

CITY OF GALVESTON

GALVESTON MUNICIPAL
POLICE ASSOCIATION

Brian A. Maxwell, *City Manager*

Jeff Murdock, *President*

Date: _____

Date: _____

APPROVED AS TO FORM:

Donald Glywasky, *City Attorney*

Vernon Hale, *Chief of Police*

Kent Etienne, *Executive Director of
Human Resources & Civil Service*



City of Galveston

Grants & Housing Department

P.O. Box 779 / Galveston, TX 77553-0779
(409) 797-3820 / Fax (409) 291-4553 | www.galvestontx.gov

April 17, 2018

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

From: Sterling W. Patrick, Executive Director of Grants & Housing

RE: **Consider for Approval to Authorize the City Manager or his Designee to Execute a Certification of Consistency with the City's Consolidated Plan (HUD Form-50077-SL) for the Galveston Housing Authority.**

I. Background

- A. The Consolidated Plan is a 3, 5 or 7 year strategic plan identifying an Entitlement Community's housing and non-housing community development needs and actions to address the priority needs within the Plan.
- B. HUD regulations require that an applicant agency or organization for HUD funds must provide a Certification of Consistency Form from each Entitlement Community or Jurisdiction in which a project will be located.

II. Current Situation

- A. The Galveston Housing Authority is required to get the City to affirm that their Agency Plan is consistent with the City's Consolidated Plan.
- B. The City has reviewed Galveston Housing Authority's Streamlined Annual Plan and found that the proposed programs and activities of creating sustainable homeownership opportunities; educating potential home buyers; restoring the supply of assisted housing; fostering an improved living environment; promoting self-sufficiency; and ensuring equal opportunity & affirmatively furthering fair housing are consistent with the goals & objectives of the City of Galveston's Consolidated Plan. (Attachment A)



III. Issues

- A. Galveston Housing Authority's proposed programs and activities are considered High Priorities in the City's Consolidated Plan.
- B. Budget is not an issue. There is no direct cost associated to the City for the programs.
- C. Compliance with HUD requirements: If the City denies the request for a Certification of Consistency, it must provide specific reasons for the denial.

IV. Recommendation

- A. Authorize the City Manager or his designee to execute a Certification of Consistency with the City's Consolidated Plan for the Galveston Housing Authority.

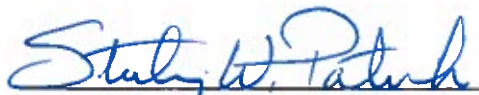
V. Fiscal Impact Report

Request by: Sterling W. Patrick
Executive Director of Grants & Housing

Funding Source: N/A

Cost of implementation: N/A

Respectfully Submitted,



Sterling W. Patrick
Executive Director of Grants & Housing

Approved,

Brian Maxwell
City Manager

ATTACHMENT A

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Sterling Patrick, the Director, Grants and Housing
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Galveston, Texas

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Galveston, Texas

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Sterling Patrick	
Signature	Date

Streamlined Annual PHA Plan (High Performer PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																										
A.1	PHA Name: <u>Housing Authority of the City of Galveston</u> PHA Code: <u>TX-017</u> PHA Type: ☐ Small ☒ High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2018</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>500</u> Number of Housing Choice Vouchers (HCVs) <u>1279**</u> Total Combined <u>1779**</u> **plus 274 DV-IKE vouchers PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. Copies of GHA's Annual Plan are available via GHA's website at <u>www.ghatx.org</u>, as well as hard copies at 4700 Broadway, 1211 21st Street, and 2810 61st Street in Galveston. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																			
		PH	HCV																								
Lead PHA:																											

B.	Annual Plan Elements
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. <u>Please see Attachment entitled "2 - TX017 - GHA Annual Plan Elements B.1(b) -- Deconcentration Policy FYB July 1, 2018"</u> (c) If the PHA answered yes for any element, describe the revisions for each element below:
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☒ ☐ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Assistance under RAD. ☒ ☐ Project Based Vouchers. ☒ ☐ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan. <u>Please see Attachment entitled "3 - TX017 - GHA Annual Plan Elements B.2 New Activities FYB July 1, 2018"</u>
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. <u>Please see Attachment entitled "4 - TX017 - GHA Annual Plan Elements B.5 Progress Report FYB July 1, 2018"</u>

B.4.	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
Other Document and/or Certification Requirements.	
C.1	Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. **To Be Signed
C.2	Civil Rights Certification. <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. **To Be Signed
C.3	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☒ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.4	Certification by State or Local Officials. <u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. **To Be Signed
D	Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
D.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. <u>Please See HUD Form 50075.2 approved by HUD on 06/18/2015</u>

**Galveston Housing Authority
FYB July 1, 2018
Annual Plan
Plan Elements B.1(b) 2 Revision of PHA Plan Elements –
and B.1 (c)**

Deconcentration Policy

DECONCENTRATION

PHA Policy

If subject to deconcentration requirements, the PHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve the PHA's deconcentration goals. A deconcentration offer will be considered a "bonus" offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

**Galveston Housing Authority
PHA Annual Plan
FYB July 1, 2018**

B.2 New Activities

GHA plans to undertake new activities related to the following in the upcoming GHA Fiscal Year:

Demolition and/or Disposition

GHA seeks to dispose of the former Oleander Homes site during this fiscal year. GHA's Disposition Application is pending at the HUD SAC. Prior to demolition Oleander Homes (TX017001) consisted of 196 units, which were demolished in 2010. This site is 11.48 acres.

Project Based Vouchers

GHA is utilizing 31 project based vouchers in the mixed income developments, Cedars at Carver Park and Villas on The Strand. GHA will also provide 97 project based vouchers for the General Land Office's scattered sites initiative.

Units with Approved Vacancies for Modernization

GHA utilizes capital funds to conduct modernization activities at the current public housing sites at Gulf Breeze, Holland House, Oaks, and Scattered Sites.

**Galveston Housing Authority
FYB July 1, 2018 PHA Annual Plan**

B.5 – Progress in Meeting Mission and Goals During FYE June 30, 2018

1. HUD Strategic Goal: Strengthen the Nation's Housing Market

PHA Goal: Create financially sustainable homeownership opportunities

Objectives:

- Invested in partnerships: lenders, banks
- Provided educational opportunities for HCV participants to learn about Homeownership through the FSS program

PHA Goal: Protect and educate consumers when they buy, refinance, or rent a home

Objectives:

- Partnered with area banks for buyer education
- Conducted program orientations for both tenants and landlords routinely

2. HUD Strategic Goal: Meet the Need for Quality Affordable Housing

PHA Goal: Restore the supply of assisted housing in Galveston

Objectives:

- Worked with partners McCormack Baron Salazar, Texas General Land Office, HUD, the City of Galveston, and local housing advocates to complete construction of replacement housing on the sites of the former Magnolia Homes and Cedar Terrace communities
- Working with Texas General Land Office on replacement housing to fulfill the terms of the Conciliation Agreement

PHA Goal: Increase assisted housing choices

Objectives:

- Provided and maintained mobility counseling as a routine part of HCV briefings to make clients aware of choices in housing
- Substantially completed construction of mixed income developments
- Began first phase of scattered sites component of redevelopment being constructed by Texas General Land Office (97 PBVs)

3. HUD Strategic Goal: Utilize Housing as a Platform for Improving Quality of Life

PHA Goal: Improve the quality of assisted housing and foster an improved living environment

Objectives:

- Attained high performer on PHAS and SEMAP
- AMP Managers attended resident council meetings and other social functions to interact with residents and/or discuss issues pertinent to their respective areas of responsibility
- Provided enhanced services to senior and disabled population through Computer centers
- Published senior newsletters on a monthly basis
- Conducted quarterly walkthrough on the properties by the Public Housing Managers and Maintenance Director
- Worked with local service providers to identify resources for victims of "Violence Against Women" (VAWA 2005)
- Renovated/modernized public housing units
- Worked with community partners to inform and educate residents on a variety of services and opportunities
- Provided National Night Out activities promoting community involvement, safety and security (crime awareness)
- Continued and maintained public housing security improvements – expanded police presence, additional monitors, security cameras, ID badge system, contracted with security company for increased presence of security personnel
- Held monthly tenant meetings for education, information sharing, and to get input from residents
- Addressed Exigent Health and Safety Deficiencies of REAC inspections within 24-hour notice period
- Obtained elderly/disabled designation for Holland House Apartments

PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Maintained a Section 3 database
- Continued partnerships with various social service programs
- Provided supportive services to increase independence for the elderly or families with disabilities
- Continued the Family Self-Sufficiency Program and conducted additional outreach for increased awareness of FSS program
- Continued HCV Homeownership Programs

- Partnered with supportive services to improve participants' employability, i.e. Texas WorkForce, and sought avenues with local educational institutions to expand opportunities to enhance residents' skills
- Partnered with Human Capital provider for supportive services to residents of the mixed income communities

4. HUD Strategic Goal: Build Inclusive and Sustainable Communities Free from Discrimination

PHA Goal: Ensure equal opportunity and affirmatively further fair housing.

Objectives:

- Collaborated with multiple municipalities/housing authorities to contract a consultant for research and development of Assessment of Fair Housing
- Undertook affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, or marital status
- Ensured that the waiting list was free from discrimination based on the varying factors above
- GHA has certified that it has taken affirmative measures, including displaying a statement on the Home page of our website www.ghatx.org
- Conducted AFFH training for staff including Section 504
- Conducted Fair Housing Workshop open to all Galveston citizens and officials in partnership with the City of Galveston during Fair Housing Month
- Abided by GHA's policies and procedures when admitting persons to housing from the waiting lists, including admitting based on established preferences:
 - Former GHA Public Housing Families displaced as a result of a natural disaster
 - Preference for City of Galveston Residents
 - Disability Preference
 - Elderly Preference
 - Working Preference
 - Job Training/School Preference
 - Veterans' Preference
- Undertook affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, or marital status
- Ensured that maintenance concerns were addressed properly in the order in which they were received and without bias based on the varying factors above
- Undertook affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required

- Ensured that persons with disabilities were accommodated where necessary and to the greatest extent feasible
- Continued to use mechanism for clients to notify GHA of need for reasonable accommodation
- Each employee signs a Code of Ethics Statement which includes an Equal Opportunity Non-Discrimination Statement at the time of the employee orientation

PHA Goal: Seek ways to address blight and deconcentrate poverty

Objectives:

- Continued to work with GHA's mixed income management partner to promote income mixing and deconcentrate poverty through GHA's redevelopment plans
- Worked with the Texas General Land Office and HUD as they implement the plan to use scattered sites as part of the overall redevelopment plan

5. HUD Strategic Goal: Transform the way HUD does Business

PHA Goal: Prepare staff to perform the business functions of the agency more effectively

Objectives:

- Concentrated on efforts to improve specific management functions: (i.e. Quality Control; Public Housing finance; voucher unit inspections; work order turnaround)
- Provided department specific training where needed/beneficial
- Continued to require Housing Management Certification for all Asset Managers by the one year anniversary from date of hire
- Obtained Housing Quality Standards certification for HCV Inspectors
- Obtained HCV Certification for all Case Managers
- Continued to utilize process of intake and documentation for tenants and landlords to address concerns and complaints with the Agency
- Continued to use Standard Operating Procedure for HCV staff regarding return call policy to effectively track communication and improve customer service
- Stayed abreast of current technologies in order to build organization working capacity
- Web Based applications utilized in Public Housing and Housing Choice Voucher program where required
- Continued to respond to Open Records Requests in a timely fashion as required by law
- Continued use of website and social media to inform staff, residents, and the public

- Utilized online technology where possible with Landlords and Waitlist Applicants to streamline services
- Updated HCV forms to improve processes
- Maintained at least 98% reporting rate of PIC submissions
- Maintained just-in-time (real time) materials procurement to meet maintenance, to reduce storage costs
- Continued to utilize Standard Operating Procedures for payments from escrow accounts

DRAFT FOR PUBLIC COMMENT

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE CITY OF GALVESTON, TEXAS
AND
THE INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON, TEXAS**

This Agreement is entered into this ____ day of _____, 2018, by and between the City of Galveston, Texas, a home rule municipal corporation (the "CITY"), and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, 504 and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, the CITY has applied for a grant from the IDC for redevelopment of "West Market Street"; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the CITY and the IDC agree as follows:

**ARTICLE I.
IDC'S OBLIGATIONS**

A. Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the CITY as follows:

The IDC agrees to pay to the City of Galveston up to One Million Five Hundred Dollars (**\$1,500,000.00**) for the following activities to be performed within the City of Galveston, Texas:

The construction of the "West Market Street" in accordance with Exhibit

A attached hereto and incorporated herein for all purposes.

B. The IDC will request a full accounting of the funds expended on the “West Market Street” project no later than sixty (60) days after completion of “West Market Street” project. If, after completion of the construction of the “West Market Street” project there are funds remaining and/or savings from “West Market Street” project and received from City, IDC shall return such funds to the IDC.

ARTICLE II. CITY’S OBLIGATIONS

A. Following the execution of this Agreement, the CITY shall begin efforts to implement the activities described in Article I of this Agreement. The construction of the “West Market Street” project shall be completed within 24 months. The CITY’s failure to complete the construction of the “West Market Street” project within 24 months will constitute a breach of the Agreement and result in immediate termination of this agreement with no opportunity to cure. The failure by the CITY to develop and implement the activities described in Article I of this Agreement shall constitute a breach of this Agreement. The CITY understands and agrees that, in the event termination of this Agreement by CITY, or pursuant to Article V of this Agreement, the CITY shall reimburse the IDC the full amount of money paid by the IDC to the CITY.

B. In accordance with Chapter 2264 of the Texas Government Code, the CITY agrees not to knowingly employ any undocumented workers. During the term of this Agreement, the CITY shall notify the IDC of any complaint brought against CITY alleging that it has employed undocumented workers. If the CITY, or any branch, division or department of the CITY is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together

with interest at the rate of five percent (5%), shall be repaid by the CITY to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the CITY of the violation. The CITY shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the CITY contracts. The CITY shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The CITY shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the CITY. The CITY's failure to comply with this provision will constitute a breach of the Agreement.

D. Upon completion of the "West Market Street" project, but no later than sixty (60) days after, CITY will furnish the IDC with a full accounting of the funds expended on the "West Market Street" project.

E. At the conclusion of the construction of the "West Market Street" project all monies not spent directly on the "West Market Street" shall be returned to the IDC. CITY will make an accounting of all expenses expended pursuant to this Agreement.

ARTICLE III. CITY'S REPRESENTATIONS AND WARRANTIES

A. The CITY represents and warrants, as of the date hereof, that:

1. the CITY is a local governmental entity of the State of Texas;

2. execution of this Agreement has been duly authorized by the CITY and this Agreement is not in contravention of the CITY's governing authority or any agreement or instrument to which the CITY is a party or by which it may be bound as of the date hereof;

3. no litigation or governmental proceeding is pending or, threatened against or affecting the CITY that may result in a material adverse change in the CITY's business, properties, or operations sufficient to jeopardize the CITY's legal existence; and

4. no written application, written statement, or correspondence submitted by the CITY to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The CITY agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

B. Except as expressly set forth in this Article III, the CITY makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV. IDC'S REPRESENTATIONS AND WARRANTIES

A. The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under

which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V. REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may

be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the CITY is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the CITY in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI. GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added

automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

<u>For the IDC:</u>	President
	City of Galveston, Texas
	Industrial Development Corporation
	P.O. Box 779
	Galveston, Texas 77553
	Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the CITY: City Manager
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the CITY or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) completion of the construction of "West Market Street" project; (ii) when terminated by

mutual agreement of the parties; (iii) when terminated pursuant to Article V hereof; (iv) at the CITY's sole and absolute discretion upon the CITY's return of all grant funding to the IDC that it has received under this Agreement; (v) upon the CITY's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the CITY under Article II hereof; or vi upon the failure to complete the "West Market Street" project within 24 months. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the CITY under or pursuant to this Agreement that the CITY considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the CITY

shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS acting through its duly authorized official.

**CITY OF GALVESTON, TEXAS,
INDUSTRIAL DEVELOPMENT
CORPORATION**

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

ATTEST:

By: _____
Name: Carolyn Sunseri
Title: Secretary, Board of Directors

CITY OF GALVESTON, TEXAS

By: _____
Name: Brian Maxwell
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Janelle Williams
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title Counsel for the Corporation

APPROVED AS TO FORM:

By: _____
Name: Donald S. Glywasky
Title: City Attorney

WEST MARKET STREET

LIMITS OF THE PROJECT

Legend

 **Project Limits**
Length 3,015 feet



March 12, 2018

Honorable Mayor and Members of Council
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Discuss and consider for action approving the Release and Lease Termination Agreement between the City of Galveston and C. G. Dibrell III, terminating the current Lease Agreement dated March 1, 2007, and approving a new thirty (30) year Aviation Ground Lease for 5,820 sq. ft. of land, upon approval as to form by the City Attorney.

I. Background:

- A. The City and C. G. Dibrell III, entered into the existing Lease Agreement dated March 1, 2007, for the existing hangar on four thousand eight hundred (4,800) square feet of apron space located at 8114 N. Apron. This Lease Agreement expires on February 28, 2022.
- B. City Council adopted the Aviation Ground Lease Policy on September 28, 2017. As part of this policy, it allows existing aviation, ground-lease Lessees to enter into a new ground lease agreement with the City.
- C. This Policy addresses new and existing leases and lease rates by
 - 1. Establishing hangar development sizes with corresponding lease terms.
 - 2. Establishing uniform lease rates for Scholes International Airport.
 - 3. Establishing a policy for extending leases when hangars are damaged as a result of a natural disaster.
 - 4. Establishing fees associated with granting lease assignments for existing ground leases.
 - 5. Encouraging full property utilization and prevention of land banking.
 - 6. Ensuring compliance with all State and Federal laws and grant assurances.

II. Current Situation:

- A. C. G. Dibrell III hangar qualifies for a 30-year Aviation Ground Lease with 5,820 sq. ft. of improvements, at the existing lease rate of \$0.27 sq. ft./yr. or the initial annual lease rate of \$1,571.40, with a 2.5% annual escalation.
- B. The lease area was increased to the now current area being used by the Lessee.
- C. This new lease allows the Airport to collect 15% of the fair-market-value of the hangar each time the hangar changes ownership, other than through transfer between Lessee and his/her heirs, or between Lessee's Estate and his/her heirs, devisees, or descendants, if such lease transfer is the result of a legally valid document. Heirs, devisees, and/or descendants must be related to the Lessee within the third degree of consanguinity.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

III. Alternatives:

A. City Council approves the following actions

- 1) Approve the Release and Lease Termination Agreement between the City of Galveston and C. G. Dibrell III, terminating the current Lease Agreement dated March 1, 2007.
- 2) Approve a new thirty (30) year Aviation Ground Lease with Galveston Aviation General Partnership for 5,280 sq. ft. of land with current improvements, beginning April 1, 2018.

B. City Council does not approve the two actions.

IV. Recommendation:

A. Staff recommends City Council approve both the Release and Lease Termination Agreement between the City of Galveston and C. G. Dibrell III, terminating the current Lease Agreement dated March 1, 2007, and approving a new thirty (30) year Aviation Ground Lease for 5,820 sq. ft. of land with current improvements, upon approval as to form by the City Attorney.

V. Fiscal Impact Report

Requested by: Mike Shahan
Airport Director

Funding Source: N/A

Cost of Implementation: N/A

Estimated Cumulative Revenue: \$68,988.71, over 30 years, plus any transfer fees collected during the term of this lease.

Additional Information: See attached Release & Lease Termination Agreement and the Aviation Ground Lease Agreement

Respectfully submitted:

Mike Shahan
Airport Director

Approved by:

Daniel J. Buckley
Deputy City Manager

Encl. (3)



Estimated Cumulative Revenue for 2018 Aviation Ground Leases

Lessee
C. G. Dibrell III
Size / Sq. Ft.
5,820
Lease Rate
\$0.27
Length/Yrs.
30

Annual Adjustment	Initial Monthly Lease Rate	Initial Annual Lease Rate
2.5	\$ 130.95	\$ 1,571.40
Annual Lease Rate	Year	
\$ 1,571.40	1	2018
\$ 1,610.69	2	2019
\$ 1,650.95	3	2020
\$ 1,692.23	4	2021
\$ 1,734.53	5	2022
\$ 1,777.89	6	2023
\$ 1,822.34	7	2024
\$ 1,867.90	8	2025
\$ 1,914.60	9	2026
\$ 1,962.46	10	2027
\$ 2,011.52	11	2028
\$ 2,061.81	12	2029
\$ 2,113.36	13	2030
\$ 2,166.19	14	2031
\$ 2,220.35	15	2032
\$ 2,275.86	16	2033
\$ 2,332.75	17	2034
\$ 2,391.07	18	2035
\$ 2,450.85	19	2036
\$ 2,512.12	20	2037
\$ 2,574.92	21	2038
\$ 2,639.29	22	2039
\$ 2,705.28	23	2040
\$ 2,772.91	24	2041
\$ 2,842.23	25	2042
\$ 2,913.29	26	2043
\$ 2,986.12	27	2044
\$ 3,060.77	28	2045
\$ 3,137.29	29	2046
\$ 3,215.72	30	2047/48
Total: \$ 68,988.71		

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:
2018-328689

Date Filed:
03/21/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C G Dibrell III
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, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-016

Aviation Ground Lease Agreement with the City of Galveston, Texas located at Scholes International Airport

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.



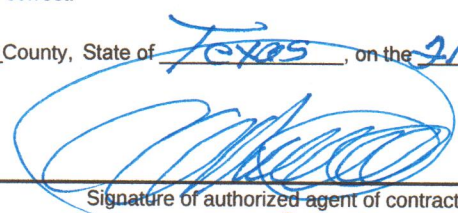
6 UNSWORN DECLARATION

My name is C G Dibrell III, and my date of birth is 08/30/1946.

My address is 12715 Carlotta Ct Galveston TX 77554 USA.
(street) (city) (state) (zip code) (country)

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

Executed in March Galveston County, State of Texas, on the 21 day of March, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**RELEASE AND LEASE TERMINATION AGREEMENT
BETWEEN
THE CITY OF GALVESTON
AND
C. G. DIBRELL III**

This Release and Lease Termination Agreement ("Agreement") is entered into between the City of Galveston, Texas, a home-rule municipality ("Lessor"), and C. G. Dibrell III, 144B Spanish Grant, Galveston, Texas 77554 ("Lessee"), individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated March 1, 2007, for the existing Lessee hangars on four thousand eight hundred (4,800) square feet of apron space at the City's Scholes International Airport ("Airport"); and

WHEREAS, the City Council of Galveston, Texas adopted an Aviation Ground Lease Policy on September 28, 2017 to help ensure the Airport will receive an appropriate return on the City's Airport asset while providing equitable development opportunities for present and future leaseholders; and

WHEREAS, Lessee and Lessor agree to enter into a new Lease Agreement in accordance with the adopted Aviation Ground Lease Policy; and

WHEREAS, the Parties now desire to provide for the termination of the Lease Agreement, prior to the current expiration date of the current 15-year lease.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

INCORPORATION. The findings and recitations set out in the preamble to this Agreement are found to be true and correct and are hereby made a part hereof for all purposes.

1. **TERMINATION.** The Parties agree that in lieu of the expiration date of the executed Lease of February 28, 2022, the Lease Agreement shall terminate on April 1, 2018, ("Termination Date").
2. **BINDING UPON SUCCESSORS AND ASSIGNS.** This Agreement shall be for the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
3. **CONSIDERATION.** The consideration expressed in this Agreement is hereby **ACCEPTED, ACKNOWLEDGED, AND CONFESSED** by the signatories herein to be adequate for purposes of this Agreement.
4. **REPRESENTATIONS AND WARRANTIES.** As a material inducement to the Parties' entry into this Agreement, the Parties do hereby unconditionally expressly warrant and represent to each other as follows:
 - a) that each of the Parties have carefully read this Agreement, that the Party has had an opportunity to discuss the Agreement's effect with counsel of its choice and that each Party fully understands the Agreement's effect;

- b) this Agreement has been duly executed and delivered by each Party, is valid and binding upon each Party, and is enforceable against each Party in accordance with its terms;
 - c) that none of the Parties have assigned any claims released herein and that each Party is the owner of the claims released by this Agreement;
 - d) that no further action of, or filing with, any governmental authority is required to authorize, or is otherwise required in connection with, the execution, delivery, and performance by each Party of this Agreement;
 - e) the execution, delivery, and performance by each of the Parties of this Agreement does not require the consent of any other person and does not and will not constitute a violation of any laws, agreements or understandings to which the Party is a Party or by which the Party is bound;
 - f) that each of the Parties have executed this Agreement as its free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any other Party;
 - g) that no promise, statement, representation, conduct or consideration by any Party, its owners, agents, servants, employees, attorneys or persons in privity with it has induced the execution of this Agreement except for those representations and agreements specifically set forth herein;
 - h) that none of the Parties are relying on any promise, statement, representation, warranty or conduct that is not specifically stated in this Agreement; and
 - i) that each Party is responsible for payment of their respective attorney's fees and cost.
5. **SAVINGS CLAUSE.** If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision; to delete specific words or phrases; or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision
6. **CONFLICTS.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.
7. **CONTROLLING LAW AND VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Galveston County, Texas, unless otherwise provided by law. Venue shall be in Galveston, Galveston County, Texas.

ENTIRE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

IN WITNESS WHERE OF the said Lessor and Lessee have executed this instrument as of the date set forth above.

LESSEE: C. G. Dibrell III

LESSOR: City of Galveston, Texas

By: _____

By: _____

Dan Buckley, Deputy City Manager

Lessee's Address:

C. G. Dibrell III
144B Spanish Grant
Galveston, Texas 77554

Lessor's Address:

Scholes International Airport
Airport Director's Office
2115 Terminal Drive
Galveston, Texas 77554

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dan Buckley, Deputy City Manager, City of Galveston, Texas.

NOTARY PUBLIC, STATE OF TEXAS

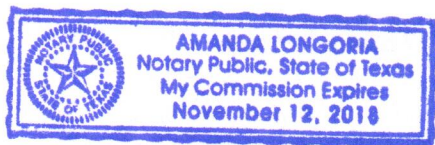
STATE OF TEXAS

§

COUNTY OF GALVESTON

§

This instrument was acknowledged before me on the 2 day of APRIL, 2018, by C. G. Dibrell III.



NOTARY PUBLIC, STATE OF TEXAS

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

**AVIATION GROUND LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF GALVESTON
AND
C. G. DIBRELL III**

This Lease is entered into and effective the 1st day of April 2018, between CITY OF GALVESTON, "Lessor", a body politic existing under the Constitution and laws of the STATE OF TEXAS, the governing body and the true and lawful owner of THE SCHOLLES INTERNATIONAL AIRPORT, (the "Airport"), acting by and through the Airport Director, (the "Director") and C. G. Dibrell III, hereinafter referred to as "Lessee", who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to enter into a new Aviation Ground Lease Agreement with Lessee that certain land as stated herein.

NOW THEREFORE, in accordance with the terms, considerations and privileges listed herein, Lessor and Lessee covenant and agree as follows:

SECTION 1. LEASED PREMISES:

1. **Land** - Lessor does hereby lease to Lessee, approximately, five thousand eight hundred and twenty (5,820) square feet of land located on the Airport more particularly described on Exhibit "A" as Leased Premises, and as identified on the "Airport Site Plan" which is attached hereto as Exhibit B and incorporated herein, all hereinafter referred to as the "Leased Premises". Lessee hereby leases the Leased Premises from Lessor subject to the terms, covenants and conditions stated below, and shall have the right and privilege to maintain (as provided herein) the following improvements on the Leased Premises as described in Exhibit "C" which is attached hereto and incorporated herein by reference.
2. Lessee has inspected the Leased Premises and accepts it in its present "as-is" condition unless expressly noted otherwise in this Lease. Neither Lessor nor any agent has made any express or implied warranties as to the condition of the Leased Premises. Lessee must satisfy itself that the Leased Premises is physically suitable to be used as Lessee intends by independently investigating all matters related to the use of the Leased Premises. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor's agent or any broker concerning the use of the Leased Premises.
3. Lessee shall be responsible for maintenance and insurance of the Leased Premises.

SECTION 2. TERM:

1. This Lease shall be for thirty (30) years, (the "Term") from the Commencement Date.

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SECTION 3. CONSIDERATION:

1. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Leased Premises at the initial rate of One hundred thirty dollars and ninety-five cents (\$130.95) per month, in advance, (the "Lease Payment"). The first Lease Payment shall be due and payable on or before the first day of April 2018, with successive payments being due and payable on the first day of each month thereafter during the Term hereof.
2. Adjustment of Lease Payment - Effective on the first (1st) anniversary date of this lease, and every year thereafter, the base monthly rental will increase by two and one-half percent (2.5%).
3. Payment Method - All Lease Payments shall be paid as the same become due, without demand, in lawful currency of the United States, made payable to the Scholes International Airport, by mail to City of Galveston, Finance Department - Accounts Receivable, P.O. Box 779, Galveston, Texas 77553-0779 or by hand-delivery to the 3rd Floor, Finance Department, 823 Rosenberg, Galveston, Texas, 77550.
4. Late Payments - In the event Lessor fails to receive any Lease Payment on or before the tenth (10th) day of the month, a Late Payment penalty equal to 10% of such payment shall be charged to Lessee. In the event Lessee shall remain delinquent for more than 10 days, Lessee shall be in default as described in Section 19 Event of Default and Lessee's rights of occupancy and/or this Lease may be terminated by Lessor as further described in Section 20 - Remedies.

SECTION 4. MAINTENANCE AND REPAIR OF IMPROVEMENTS:

1. Prior to the execution of this Lease Agreement, Lessee and an authorized representative of Lessor shall together inspect the Lessee owned Improvements currently located on the Leased Premise, in order to determine and document the then existing condition of said Improvements. Lessee shall, throughout the term of this Lease, at its own cost and without expense to Lessor, be responsible for all maintenance and repair necessary to maintain said Improvements in a condition equal to that which existed at the time of the execution of this Lease. By way of illustration but not limitation, such maintenance and repairs shall include, if applicable, foundation, roof, exterior walls, interior/exterior paint, floor coverings, wall coverings, fixtures, doors, door locks and glass. Lessee shall also be responsible for payment of utility service charges for all utility service provided to the Leased Premises. Lessee shall be responsible for maintaining all mechanical systems including heating, ventilation and air conditioning systems, if any.
2. It is specifically agreed between Lessee and Lessor, that upon termination or cancellation of this Lease, **at the option of the Lessor**, any and all improvements constructed or to be constructed upon the Leased Premises may be removed and the premises restored to pre-lease condition **at the sole cost and expense of the Lessee**. Failure of Lessee to pay the expense of removal and restoration, if Lessor elects to have the improvements removed, shall constitute a breach of this Lease for which Lessee is liable. The Lessor shall not be liable to Lessee or Lessee's contractors or subcontractor's sublessees for the value of any improvements constructed or located on the Lease Premises.

SECTION 5. TAXES and FEES:

1. Lessee shall be liable for all taxes and fees owed on or by its personal business or its self. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee.

2. Transfer Fee - A Transfer Fee shall be paid to the Airport for all lease assignments from one party to another. When a lease transfer is requested and granted, the Transfer Fee shall be calculated based on the Fair Market Value of the facility as determined by designated appraisers and the lease term of the lease as outlined below.

Lease Terms	Transfer Fee
20 Year Lease	10%
30 Year Lease	15%
40 Year Lease	20%

3. Fair Market Value – Shall be determined by appraisers licensed by the State of Texas, one selected by the Lessor and one selected by the Lessee. If their independent appraisals are within eight (8%) percent of each other, the average of the two appraisals will be considered Fair Market Value. If not within eight (8%) percent, and the value cannot be resolved between the Lessor and Lessee, the two appraisers will select a third appraiser licensed by the State of Texas to perform an independent appraisal. Then the highest and lowest of the three appraisals will be rejected and the mid-value appraisal will be considered as the Fair Market Value. It is agreed that the Lessor and Lessee will share the cost of these appraisals equally.
4. No transfer fee shall be charged for the granting of a lease transfer between Lessee and his/her heirs, or between Lessee's Estate and his/her heirs, devisees, or descendants, if such lease transfer is the result of a legally valid document. For purposes of this subsection, heirs, devisees, and/or descendants must be related to the Lessee within the third degree of consanguinity.

SECTION 6. CONDITIONS OF USE OF THE LEASED PREMISES:

1. Condition of Leased Premises; Compliance with Law - Lessee agrees that it will at all times keep the Leased Premises, including the outside of any building clean and free of trash, litter, tall grass, weeds, junked automobiles, boats, trailers, scrap parts, etc.. No outside storage is allowed. Any variances to these standards can be appealed to the City for consideration. Although the City will not be liable for any rejections of variances. Lessee may not use a rejection of a variance to alter the lease or commitments thereof in any way. Lessee shall abide by all applicable laws and rules of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture and any other public agency concerning its use, storage and disposal of hazardous chemicals, fuel and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to its use, storage and disposal of all pesticides, herbicides and other chemicals including their containers used at the Airport.
2. Clean-up by Lessor; Charge against Lessee - Should Lessee fail to keep the Leased Premises clean and free of hazards, Lessee shall be in default as described in Section 19 of this Lease and Lessor may, after 30 days written notice, arrange for the cleanup of the littered or hazardous area. Such clean up shall be charged to Lessee and be a Lease Payment due under the terms of this Lease.
3. Compliance with Laws, Rules and Regulations - Lessee will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of Texas, the City of Galveston, and their respective agencies, including the Federal Aviation Administration, the Texas Department of Transportation, Aviation Division (TxDOT Aviation), and the Scholes International Airport. Lessee acknowledges receipt of a copy of the current Rules & Regulations and Airport Minimum Operating Standards of the Airport. The Rules & Regulations and Airport Minimum Operating Standards are incorporated by reference as if written verbatim herein, and Lessee agrees to

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comply fully at all times with the Rules & Regulations and Airport Minimum Operating Standards. Lessor shall have the right to amend, modify and alter the Rules & Regulations and the Airport Minimum Operating Standards from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Lessor, Lessee and all other Lessees and customers of the Airport.

4. Requirements of U.S.A. - It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of Lessor constituting agreements between Lessor and the United States of America and its agents, including, but not limited to, the Federal Aviation Administration (FAA) and the Texas Department of Transportation Aviation Division (TxDOT Aviation) and all regulations now and hereafter imposed upon Lessor and that Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, the Lessor and the Lessee agree to reasonably cooperate to modify this Lease, or if appropriate, to terminate this Lease with mutual consent of both parties.
5. FAA Requirements - Lessor and Lessee recognize and agree this Lease shall be subject to: such regulations and approvals as required by the FAA and TxDOT Aviation and in particular those FAA regulations which provide that the property subject to this Lease shall be used for Airport purposes and in such a manner so as not to materially and adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency. Lessee agrees to cooperate and assist Lessor in complying with such regulations and conditions of approval. All runways and Airport facilities shall be open to the general traveling public for the landing and operation of aircraft therefrom without hindrance or interference on the part of Lessee.
6. National Emergencies - This Lease is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies. In the event of any such re-entry, Lessee shall be entitled to receive the entire amount of any award made for such re-entry to the extent that it applies to the Leased Premises, whether such award is paid by way of damages, rent or otherwise, unless such period of re-entry shall extend beyond the expiration date of the Term of this Lease, in which case such award, after payment to Lessor therefrom of the estimated cost of restoration of the Leased Premises to the extent that any such award is intended to compensate for damage to the Leased Premises, shall be apportioned by Lessor and Lessee as of such date of expiration in the same ratio that the part of the entire period for which such compensation is made falling before the date of expiration and that part falling after, bear to such entire period.

SECTION 7. PERMITTED USE:

1. Lessee will use the Leased Premises primarily for the storage of aircraft, aircraft-related equipment and storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar and in accordance with all requirements of the Scholes International Airport as defined in the Airport Minimum Operating Standards and Rules & Regulations, as amended by the City of Galveston from time to time, and in any lawful manner necessary or incidental to the conduct hereof. Any aviation activity Lessee wishes to perform that is not authorized herein must be approved by Lessor upon written request by Lessee, which approval shall not be unreasonably withheld.
2. Lessee will not make or permit any use of the Leased Premises, which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an Airport hazard or impair the future

development of the Airport. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

3. Lessor hereby grants, assigns and conveys to Lessee reasonable non-exclusive, non-discriminatory use, as defined by the FAA, of the runways, landing and taxiing ways, and common use portions of the Airport and related facilities (collectively referred to as "Common Areas") at all times, subject, however, to the right of others entitled to use thereof. In the event that reasonable availability of the Airport for use by Lessee is discontinued for any cause or reason, Lessor shall use its best efforts to restore such availability at the earliest possible date.
4. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace over the Leased Premises and for such noise as may be inherent in the operation of aircraft in said airspace, and for landing on, taking off from or operating on the Airport.

SECTION 8. RESTRICTED USE:

1. Subject to the requirements/provisions of Section 4, Lessee agrees not to make any additions or modifications to the Leased Premises unless agreed upon by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this Lease, shall become the property of Lessor and Lessee shall have no further rights therein and may not remove any part thereof.
2. Lessee agrees that the usage of the Leased Premises plus any associated apron shall be limited to the parking of its personal/company/customer owned aircraft. All automobiles, buses, trucks or other transportation modes must be parked in approved automobile parking areas and/or inside any hangar.
3. Lessee agrees not to fuel or defuel any aircraft parked inside any hangar. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside any hangar/office. Such fire extinguisher(s) shall be readily accessible in the event of a fire. The local fire marshal or his designated representative reserves the right to periodically inspect such fire extinguishers and the facility for fire safety compliance.
4. Lessee agrees that it will not operate any nonaviation-related business or activity on the Leased Premises without the express written consent of Lessor in advance. Any such nonaviation-related business or activity must be so established by a separate contract.
5. Upon Written Notice, Lessee agrees Lessor and Lessor's authorized representatives shall have the right, during normal business hours, to enter the Leased Premises: (a) to inspect for compliance with the terms of the lease Agreement; (b) to identify routine maintenance and hangar structural deficiencies and state of repair thereof; (c) to make repairs permitted under this Lease; (d) to show the Leased Premises to any prospective lessee or purchaser; or (e) for any other reasonable and lawful purpose.
6. Lessee agrees that during the final one hundred eighty (180) days of the Term hereof, Lessor and Lessor's authorized representatives shall have the right to erect and maintain on or about the Leased Premises customary signs advertising the Leased Premises for lease or for sale.

SECTION 9. RIGHTS OF ENTRY RESERVED

1. Upon Written Notice, the Lessor, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes,



provided such action by the Lessor, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy or security requirements of the Leased Premises.

2. Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at its own cost and expense whether for its own benefit or for the benefit of other than the Lessee at the Airport to maintain existing and future utility, mechanical, electrical and other systems to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto as may in the opinion of the Lessor be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Leased Premises, such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the Lessor shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to repair, replace or alter any utility service lines, now or hereafter, located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
3. In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property as directed by the Lessor or said utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property, after direction from the Lessor or said utility company to do so, the Lessor or the utility company may move it and the Lessee hereby agrees to pay the cost of such moving upon demand and, further, Lessee hereby waives any claim for damages as a result thereof except for claims for damages arising from the Lessor's sole negligence.
4. Upon Written Notice, at any reasonable time and from time to time during the ordinary business hours, the Lessor, by its officers, agents and employees whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
5. The exercising of any or all of the foregoing rights by the Lessor or others under right of the Lessor shall not be construed to be an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim for demand for damages, consequential or otherwise.

SECTION 10: ASSIGNMENT, SUBLETTING AND MORTGAGING OF LEASED PREMISES:

1. Other than a transfer of ownership as a result of death, operation of law, or court decree, Lessee may not change 51% or more of its ownership, assign this Lease in its entirety or any rights of Lessee hereunder (except to a leasehold mortgagee as herein below provided) without the prior written consent of Lessor as provided herein, (which consent shall not be unreasonably withheld), provided however, the Lessee may sub-lease or sub-rent office, hangar, and/or tie-down spaces as part of its business. Any assignment or subletting shall be subject to all the terms and provisions of this Lease, including the provisions of Section 7 pertaining to the use of the Leased Premises. Other than as set out above in this paragraph, Lessee shall not transfer ownership, assign Lessee's rights hereunder or sublet the Leased Premises without first obtaining a written agreement from each such new owner assignee or sublessee whereby each such owner, assignee or sub-lessee agrees to be bound by the terms and provisions of



this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an Event of Default while the Leased Premises are assigned or sublet, Lessor, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from such assignee or sub-Lessee all rents becoming due under such assignment or subletting and apply such rent against any sums due to Lessor hereunder. No direct collection by Lessor from any such assignee or sub-Lessee shall release Lessee from the payment or performance of Lessee's obligations hereunder. Lessor shall respond to Lessee's request for change of ownership, assignment, sublease, or transfer within 30 days after receipt of a written request outlining all terms and conditions of such transaction. If the Lessor does not respond to Lessee's request within such 30-day period, then Lessor's consent will be conclusively presumed to be given.

2. Lessee shall have the right to mortgage the leasehold estate of Lessee created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the Improvements described in Section 4 or for other construction upon the Leased Premises approved from time to time by Lessor in writing. In the event that Lessee pursuant to mortgages or deeds of trust, mortgages the leasehold estate of Lessee created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Lessee under this Lease unless and until said mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Lessee and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Lessee of Lessee's obligation to pay the Lease Payments due hereunder and otherwise fully perform the terms and conditions of this Lease.
3. All mortgages or deeds of trust whereby Lessee mortgages the leasehold estate of Lessee created hereby shall contain provisions: (a) requiring the leasehold mortgagee to give Lessor fifteen (15) days written notice prior to accelerating the debt of Lessee secured by such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust; and (b) allowing Lessor during such fifteen (15) day notice period to cure Lessee's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Lessor's option to assume Lessee's position under said mortgages or deeds of trust.
4. Lessor agrees, if and so long as the leasehold estate of Lessee is encumbered by a leasehold mortgage and written notice to such effect has been given to Lessor, to give the holder of such leasehold mortgagee at such address or addresses as may be specified in such written notice to Lessor for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Lessor in writing, written notice of any default hereunder by Lessee, simultaneously with the giving of such notice to Lessee, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Lessor shall not exercise Lessor's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

SECTION 11. FIRST RIGHT OF REFUSAL

In the event Lessee offers the leasehold property for sale, the City shall have the right (but not the obligation) to purchase the leasehold property under the following terms and conditions:

1. Once Lessee has established an asking or listing price for the leasehold property, Lessee shall first notify City in writing of Lessee's intent to sell and shall then offer the leasehold property for sale to City at this price. City shall have 10 days from receipt of such notice to consider this offer, and if City accepts, City shall have 45 days to close. Consideration may be cash or third-party financing or, if agreed between City and Lessee, by assumption, wraparound, or owner finance.
2. If City shall decline or fail to purchase the leasehold property at the listing or asking price, Lessee shall be free to offer the leasehold property for sale to others. However, if a bona fide offer is received from a third-party prospective buyer, then Lessee shall again notify City in writing and offer the leasehold property to City at the price and upon the same or better terms as named by the prospective buyer. City shall have 10 days from receipt of such notice to consider this offer, and if City accepts, City shall have 45 days to close. City may shorten or eliminate any applicable time periods in this paragraph by waiving or declining in writing to exercise City's right of first refusal.

SECTION 12. TERMINATION:

1. Termination for Cause – Lessee's right of occupancy and/or this Lease Agreement may be terminated by Lessor upon the occurrence of an Event of Default by Lessee as set forth in Section 19 - Remedies.
2. Termination by Mutual Consent - This Lease may be terminated by mutual agreement and consent of both parties in writing.
3. Requirements at Termination - At the termination of this Lease, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the Leased Premises. In the event of premature termination, the lease will terminate effective the date of the event giving rise to the premature termination. In the event of mutual agreement, the lease will terminate effective the date of agreement between Lessee and Lessor.

SECTION 13. CONDEMNATION:

1. If during the Term hereof, any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Leased Premises is not susceptible to efficient and economic occupation and operation by Lessee, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the Leased Premises, and Lessor shall refund to Lessee any prepaid but unaccrued rental less any other Lease Payment then owing by Lessee to Lessor.
2. If after such taking by or sale to said condemning authority the remainder of the Leased Premises is susceptible to efficient and economic occupation and operation by Lessee, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the Term the sum obtained by multiplying each Lease Payment installment due hereunder, as adjusted from time to time pursuant to Section 3 (2) by a fraction, the numerator of which shall be the number of square feet remaining in the Leased Premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the Leased Premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the Leased Premises.
3. If this Lease is not terminated pursuant to Paragraph 1 of this Section, Lessee shall promptly restore the Improvements on the Leased Premises, and the condemnation proceeds to which Lessor and Lessee

are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the Leased Premises to a condition susceptible to efficient and economic occupation and operation by Lessee, and any remaining proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee, as their interest may appear. If this Lease is terminated pursuant to Paragraph 1, condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee as their interests may appear.

SECTION 14. INSURANCE:

Lessee shall during the Term hereof maintain at Lessee's sole cost and expense insurance relating to the Leased Premises as follows:

1. Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler (if appropriate), vandalism and malicious mischief, all in amount equal to the full replacement value of the Improvements. The term "full replacement value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Lessor, and, thereafter, proper adjustment in the limits of insurance coverage shall be effected. The cost of any such appraisal/replacement value determination shall be borne by Lessee.
2. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to Lessor as set forth in the Airport Minimum Operating Standards and Rules & Regulations as amended by the City from time to time.
3. All such policies of insurance shall: (a) be issued by insurance companies acceptable to Lessor and licensed to do business in Texas with a rating of B+ or higher as found on A.M. Best; (b) name Lessor as an additional insured or loss payee, as the case may be; and (c) provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this Section. Certificates of such required insurance shall be furnished by Lessee to Lessor and Certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of Lessor.
4. Lessor and Lessee each waives any claim it might have against the other for any injury to or death of any person or persons or damages to or theft, destruction, loss, or loss of use of any property (a "Loss"), to extent the same is insured against or is required hereunder to be insured against under any insurance policy that covers the Leased Premises, Lessor's or Lessee's fixtures, equipment, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

SECTION 15. CASUALTY DAMAGE OR DESTRUCTION:

1. Notice. If any Improvements situated on the Leased Premises should be damaged or destroyed by fire, or other casualty, not related to a natural disaster, Lessee shall immediately give written notice thereof to Lessor.
2. Partial Damage. If any Improvements situated on the Leased Premises are damaged by fire, or other casualty, other than by fraud, deceit or recklessness, not related to a natural disaster, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days

from the date Lessor receives written notification by Lessee of the happening of the damage, this Lease shall not terminate, but Lessee shall, at its sole cost, proceed forthwith and use reasonable diligence to rebuild or repair such Improvements on the Leased Premises to substantially the condition in which they existed prior to such damage; provided, however, if the casualty occurs during the final eighteen (18) months of the Lease Term, Lessee shall not be required to rebuild or repair such damage, this Lease shall terminate at the option of Lessee and the Lease Payment shall be abated for the unexpired portion of this Lease, effective from the date of actual receipt by Lessor of the written notification of the damage and proceeds of insurance shall be allocated between Lessor and Lessee as their interests may appear. If the Improvements are to be rebuilt or repaired and are untenable or unsuitable for the conduct of the Lessee's business in whole or in part following such damage, the monthly installments of Lease Payment payable hereunder during the period in which they are so untenable or unsuitable for the conduct of the Lessee's business the monthly installments of Lease Payment shall be adjusted equitably. The Lessee's responsibility or obligation to pay the cost to repair such improvements of the Leased Premises as set out in this paragraph shall be limited to insurance proceeds received by Lessee paid as a result of such damage.

3. Substantial or Total Destruction. If any Improvements situated on the Leased Premises are substantially or totally destroyed by fire, or other casualty, other than by fraud, deceit or recklessness, or so damaged that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days from the date Lessor receives written notification by Lessee of the happening of the damage, this Lease shall terminate at the option of either Lessor or Lessee and monthly installments of Lease Payment shall be abated for the unexpired portion of this Lease, effective from the date of receipt by Lessor or Lessee of such written notification and proceeds of insurance shall be allocated between Lessor and Lessee as their interests may appear. If this Lease is not terminated, the building and the Improvements shall be rebuilt or repaired and monthly installments of Lease Payment abated to the extent provided in the preceding paragraph.
4. Natural Disasters. Should a natural disaster occur, which causes major damage to tenant-owned facilities, lease extensions or new lease at existing lease rates may be requested by Lessee and shall be granted by Lessor based on the percent of damage that has occurred to the facility. Due to the immediate need of making and repairing essential living and work-related repairs, tenants will have one hundred and eighty (180) days from the date of the damage to submit a redevelopment plan to the Airport for approval. Once approved, the repairs must be completed within one hundred eighty (180) days, or a time line mutually agreed to by both parties, for the lease extension to go into effect.

Lease extensions or new leases granted due to damage following a natural disaster shall be granted using the following formula:

Percent of Damaged Received to Hangar	Length of Lease Extension*
≤ 25%	5-Year
26% to 50%	10-Year
51% or greater damage	Subject to new lease

Lease extensions or new leases shall be written using the most current Lease Agreement being used by the City of Galveston. For the formula above, a neutral party, agreeable to both, will assess the damage to the hangar.

**** These would be the maximum possible extensions based on damage. However, the maximum lease term, including the extension, shall not exceed 40 years, in accordance with State of Texas Transportation Code, Title 3 Aviation, Chapter 22 County and Municipal Airport.***

SECTION 16. HOLD HARMLESS:

1. Lessor shall not be liable to Lessee or Lessee's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or any adjacent area owned by Lessor caused by Lessee, Lessee's employees, servants, customers, invitees, licensees and/or the conduct of Lessee's business thereon, or arising out of any breach or default by Lessee in the performance of Lessee's obligations hereunder; and Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense or claim arising out of such damage or injury.
2. Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages and/or Attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

SECTION 17. MAINTENANCE OF LANDING AREA:

Lessee understands and agrees that Lessor has the obligation to maintain the Airport to at least the minimum standards as recommended by the FAA and/or TxDOT Aviation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this Lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this Lease and no damages or monies or other compensation will be owed to Lessee by Lessor.

SECTION 18. ENVIRONMENTAL COMPLIANCE:

1. NO STORAGE OR DISPOSAL. LESSEE SHALL NOT INSTALL, STORE, USE, TREAT, TRANSPORT OR DISPOSE (OR PERMIT OR ACQUIESCE IN THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTATION, DISCHARGE OR DISPOSAL BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBLESSEES) ON THE LEASED PREMISES, ANY:
 - A. ASBESTOS IN ANY FORM;
 - B. UREA FORMALDEHYDE FOAM INSULATION;
 - C. TRANSFORMERS OR OTHER EQUIPMENT WHICH CONTAIN DIELECTRIC FLUID CONTAINING LEVELS OF POLYCHLORINATED BIPHENYLS IN EXCESS OF 50 PARTS PER MILLION; OR
 - D. ANY OTHER CHEMICAL, MATERIAL, AIR POLLUTANT, TOXIC POLLUTANT, WASTE, OR SUBSTANCE WHICH IS REGULATED AS TOXIC OR HAZARDOUS OR EXPOSURE TO WHICH IS PROHIBITED, LIMITED OR REGULATED BY THE RESOURCE CONSERVATION RECOVERY ACT, THE COMPREHENSIVE AND ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN AIR ACT, AND/OR THE CLEAN WATER ACT OR ANY OTHER FEDERAL, STATE, COUNTY, REGIONAL, LOCAL OR OTHER GOVERNMENTAL AUTHORITY OR WHICH, EVEN IF NOT SO REGULATED, MAY OR COULD POSE A HAZARD TO THE HEALTH AND SAFETY OF THE OCCUPANTS OF THE LEASED PREMISES, AND WHICH IS EITHER:

I. IN AMOUNTS IN EXCESS OF THAT PERMITTED OR DEEMED SAFE UNDER APPLICABLE LAW; OR

II. IN ANY MANNER WHICH IS PROHIBITED OR DEEMED UNSAFE UNDER APPLICABLE LAW.

(THE SUBSTANCES REFERRED TO IN (A), (B), (C) OR (D) ARE COLLECTIVELY REFERRED TO HEREINAFTER AS "HAZARDOUS MATERIALS").

2. CLEANUP LAWS. LESSEE SHALL, AT LESSEE'S OWN EXPENSE, COMPLY WITH ANY PRESENTLY EXISTING OR HEREAFTER ENACTED LAWS RELATING TO HAZARDOUS MATERIALS (COLLECTIVELY, "CLEANUP LAWS"); PROVIDED, HOWEVER THAT LESSEE SHALL NOT BE RESPONSIBLE FOR CORRECTING ANY VIOLATION OF THE CLEANUP LAWS UNDER THIS SECTION THAT EXISTED PRIOR TO THE COMMENCEMENT DATE. IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, LESSEE SHALL, AT LESSEE'S OWN EXPENSE, MAKE ALL SUBMISSIONS TO, PROVIDE ALL INFORMATION TO, AND COMPLY WITH ALL REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AUTHORITY (THE "AUTHORITY") UNDER THE CLEANUP LAWS. SHOULD ANY AUTHORITY REQUIRE THAT A CLEANUP PLAN BE PREPARED AND THAT A CLEANUP BE UNDERTAKEN BECAUSE OF THE EXISTENCE OF HAZARDOUS MATERIALS WHICH WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED ON THE LEASED PREMISES, BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSEES DURING THE TERM OF THIS LEASE, LESSEE SHALL, AT LESSEE'S OWN EXPENSE, PREPARE AND SUBMIT THE REQUIRED PLANS AND FINANCIAL ASSURANCES AND CARRY OUT THE APPROVED PLANS IN ACCORDANCE WITH SUCH CLEANUP LAWS AND TO LESSOR'S SATISFACTION. AT NO EXPENSE TO LESSOR, LESSEE SHALL PROMPTLY PROVIDE ALL INFORMATION REQUESTED BY LESSOR FOR PREPARATION OF AFFIDAVITS OR OTHER DOCUMENTS REQUIRED BY LESSOR TO DETERMINE THE APPLICABILITY OF THE CLEANUP LAWS TO THE LEASED PREMISES, AS THE CASE MAY BE, AND SHALL SIGN THE AFFIDAVITS PROMPTLY WHEN REQUESTED TO DO SO BY LESSOR. LESSEE SHALL INDEMNIFY, DEFEND, SAVE AND HOLD LESSOR HARMLESS FROM AND AGAINST, AND REIMBURSE LESSOR FOR, ANY AND ALL OBLIGATIONS, DAMAGES, INJUNCTIONS, FINES, PENALTIES, DEMANDS, CLAIMS, COSTS, EXPENSES, ACTIONS, LIABILITIES, SUITS, PROCEEDINGS AND LOSSES OF WHATEVER NATURE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS), AND ALL CLEANUP OR REMOVAL COSTS AND ALL ACTIONS OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTING, DISPOSAL OR DISCHARGE OF HAZARDOUS MATERIALS IN OR ON THE LEASED PREMISES BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSEES DURING THE LEASE TERM; AND FROM ALL FINES, SUITS, PROCEDURES, CLAIMS AND ACTIONS OF ANY KIND ARISING OUT OF LESSEE'S FAILURE TO PROVIDE ALL INFORMATION, MAKE ALL SUBMISSIONS AND TAKE ALL STEPS REQUIRED BY THE AUTHORITY UNDER THE CLEANUP LAWS OR ANY OTHER ENVIRONMENTAL LAW. LESSEE'S OBLIGATIONS AND LIABILITIES UNDER THIS SECTION SHALL CONTINUE SO LONG AS LESSOR AND ANY OF LESSOR'S AFFILIATES REMAIN RESPONSIBLE FOR HAZARDOUS MATERIALS AT THE LEASED PREMISES, THAT WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED DURING THE LEASE TERM BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSEES. IN ADDITION TO AND NOT IN LIMITATION OF LESSOR'S OTHER RIGHTS AND REMEDIES, LESSEE'S FAILURE TO ABIDE BY THE TERMS OF THIS SECTION SHALL BE RESTRAINABLE BY INJUNCTION.
3. INDEMNIFICATION BY LESSOR. LESSOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD LESSEE HARMLESS FROM AND AGAINST, AND REIMBURSE LESSEE FOR, ANY AND ALL OBLIGATIONS, DAMAGES, INJUNCTIONS, FINES, PENALTIES, DEMANDS, CLAIMS, COSTS, EXPENSES, ACTIONS, LIABILITIES, SUITS, PROCEEDINGS AND LOSSES OF WHATEVER NATURE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS), AND ALL CLEANUP OR REMOVAL COSTS AND ALL ACTIONS OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTING, DISPOSAL OR DISCHARGE OF HAZARDOUS MATERIALS IN OR ON THE LEASED PREMISES

BY ANYONE PRIOR TO THE LEASE TERM AND BY THE LESSOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSORS AT ANY TIME; AND FROM ALL FINES, SUITS, PROCEDURES, CLAIMS AND ACTIONS OF ANY KIND ARISING OUT OF LESSOR'S FAILURE TO PROVIDE ALL INFORMATION, MAKE ALL SUBMISSIONS AND TAKE ALL STEPS REQUIRED BY THE AUTHORITY UNDER THE CLEANUP LAWS OR ANY OTHER ENVIRONMENTAL LAW.

4. ENVIRONMENTAL NOTICES. LESSEE SHALL PROMPTLY SUPPLY LESSOR WITH COPIES OF ANY NOTICES, CORRESPONDENCE AND SUBMISSIONS MADE BY LESSEE TO OR RECEIVED BY LESSEE FROM ANY GOVERNMENTAL AUTHORITIES OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OR ANY OTHER LOCAL, STATE OR FEDERAL AUTHORITY THAT REQUIRES SUBMISSION OF ANY INFORMATION CONCERNING ENVIRONMENTAL MATTERS OR HAZARDOUS MATERIALS.
5. SURVIVAL. LESSEE'S AND LESSOR'S LIABILITY PURSUANT TO THE TERMS OF THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

SECTION 19. EVENTS OF DEFAULT BY LESSEE:

Each of the following events shall be deemed to be an Event of Default by Lessee under this Lease:

1. Failure of Lessee to do such things as Lessee should do or discontinue doing which create a danger to or hinder aviation activities immediately upon delivery of written notice thereof to Lessee.
2. Failure of Lessee to pay any Lease Payment or any other sum payable to Lessor hereunder within 10 days of the date that it is due.
3. Failure of Lessee to comply with a term, condition or covenant of this Lease other than the Lease Payment or other sum of money, within 30 days after delivery of written notice thereof to Lessee.
4. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee or any guarantor of Lessee's obligations.
5. Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended or under any similar law or statute of the United States or any State thereof by Lessee or any guarantor of Lessee's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Lessee or such guarantor.
6. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations.
7. Abandonment by Lessee of any substantial portion of the Leased Premises or cessation of use of the Leased premises for the purposes leased. The Leased Premises will be considered abandoned if there has been no activity by the Lessee on the Leased Premises for 180 consecutive days and Lessee has failed to make any due payments during the 180 days in which there has been no activity by the Lessee on the Leased Premises.

SECTION 20. REMEDIES:

Upon the occurrence of any Event of Default specified in Section 19 hereof, Lessor shall have the option to pursue any one or more of the following remedies after written notice or demand:

1. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to so surrender the Leased Premises, Lessor may, without prejudice to any other remedy which Lessor may have for possession of the Leased Premises or arrearages in Lease Payment, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim for damages thereof; and Lessee shall pay to Lessor on demand the amount of Lease Payment due hereunder as it comes due plus attorney's fees or costs incurred in obtaining possession of the Leased Premises, less the proceeds of a reletting.
2. Enter upon and take possession of the Leased Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefore, and expel or remove Lessee and any other party who may be occupying the Leased Premises or any part thereof. Lessor may (but shall not be required to) relet the Leased Premises and receive the Lease Payment therefore. Lessee agrees to pay to Lessor monthly or on demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, remodeling expenses and other costs of reletting shall be subtracted from the amount of the Lease Payment received under such reletting.
3. Enter upon the Leased Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to pay Lessor on demand for all expenses, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease, together with interest thereon at the rate of the lesser of the maximum lawful contractual rate of interest or eighteen percent (18%) per annum from the date expended until paid. Lessor shall not be liable for any damages resulting to Lessee from such action, whether caused by negligence of Lessor or otherwise.
4. No re-entry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such reletting or re-entry or taking possession, Lessor may at any time thereafter elect to terminate this Lease for a previous uncured Event of Default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Lease Payment due to Lessor hereunder of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. Lessor's acceptance of a Lease Payment following an Event of Default hereunder shall not be construed as Lessor's waiver of such Event of Default. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. The loss or damage that Lessor may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs undertaken by the Lessor following repossession. If any of Lessee's property ("Lessee Property") remains upon the Leased Premises upon the expiration of the Term of this Lease or any earlier termination of this Lease or any repossession of the Leased Premises by Lessor because of Lessee's default under this Lease, Lessor shall have the right to remove such Lessee Property from the Leased Premises and store such Lessee Property, and Lessee shall be obligated to reimburse Lessor for all of the costs incurred by Lessor in removing and storing such Lessee Property. Lessor shall not be required to release any Lessee Property to Lessee until Lessee has paid Lessor all costs incurred by Lessor in removing and storing

such Lessee Property and all other amounts owed by Lessee to Lessor pursuant to this Lease, including without limitation, unpaid Lease Payments and costs incurred by Lessor to repair the Leased Premises.

SECTION 21. GENERAL PROVISIONS:

1. Force Majeure - In the event performance by Lessor or the Lessee of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Lessor or the Lessee, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Lessor or Lessee is so delayed or hindered.
2. Entire Agreement - This Lease embraces the entire agreement of the parties mentioned herein pertaining to the Leased Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the Lease of the Leased Premises, except that this Lease may be modified by written amendment agreed to and signed by all pertinent parties and attached hereto.
3. Use of Terms - For the purpose of this Lease, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Lease so admits or requires.
4. Headings and Captions - The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
5. Authority - The parties to this Lease hereby acknowledge and agree that they are the principals to this Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except that Lessor is acting on behalf of the City of Galveston.
6. Governing Law - This Lease shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Lease shall be in City of Galveston, Texas.
7. Severability - If any Section, sentence or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.
8. Legal Fees and Expenses - In the event of any dispute or legal action relating to this Lease, the prevailing party shall be entitled to receive from the other party, reimbursement for reasonable attorney's fees, costs and expenses incurred.

INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF the said Lessor and Lessee have executed this instrument as of the date set forth above.

LESSEE: C. G. Dibrell III

By: _____

Lessee's Address:

C. G. Dibrell III
144B Spanish Grant
Galveston, Texas 77554

LESSOR: City of Galveston, Texas

By: _____

Dan Buckley, Deputy City Manager

Lessor's Address:

Scholes International Airport
Airport Director's Office
2115 Terminal Drive
Galveston, Texas 77554

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dan Buckley, Deputy City Manager, City of Galveston, Texas.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

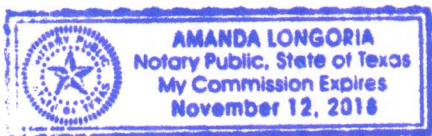
§

COUNTY OF GALVESTON

§

§

This instrument was acknowledged before me on the 2 day of APRIL, 2018, by C. G. Dibrell III.



NOTARY PUBLIC, STATE OF TEXAS

C. G. Dibrell III
Aviation Ground Lease – Hangar #30
April 1, 2018

EXHIBIT "A"

SURVEY: 8114 N. Apron, 5,820 sq. ft. (97' X 60') Box Hangar

No Survey Provided or Available

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'CD' or similar, enclosed within a circular flourish.

EXHIBIT "B"

Hangar Site Location: 8114 N. Apron, 5,820 sq. ft. (97' X 60') Box Hangar



A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be the name of the person who signed the document.

EXHIBIT "C"

Existing Lessee Improvements: 8114 N. Apron, 5,820 sq. ft. (97' X 60') Box Hangar



A handwritten signature in blue ink, located in the bottom right corner of the page.

EXHIBIT "D"

Lessee, by entering into this agreement, acknowledges that at the end of the lease term, the leased property, along with all structures and improvements located on the leased property, will revert to the ownership of the Airport. Lessee may not remove any real property, structures, improvements, or fixtures from the leased property in anticipation of this reversion. Lessee is bound by all of the terms of the lease in maintaining the leased property during the term of the lease. This lease will be of no effect without the lessee acknowledging this reversion clause by signing below.

LESSEE: C. G. Dibrell III

By: _____

Lessee's Address:

C. G. Dibrell III
144B Spanish Grant
Galveston, Texas 77554

LESSOR: City of Galveston, Texas

By: _____

Dan Buckley, Deputy City Manager

Lessor's Address:

Scholes International Airport
Airport Director's Office
2115 Terminal Drive
Galveston, Texas 77554

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dan Buckley, Deputy City Manager, City of Galveston, Texas.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

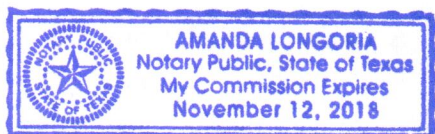
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COUNTY OF GALVESTON

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This instrument was acknowledged before me on the 2 day of APRIL, 2018, by C. G. Dibrell III.



Amanda Longoria
NOTARY PUBLIC, STATE OF TEXAS

C. G. Dibrell III
Aviation Ground Lease – Hangar #30
April 1, 2018



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

February 21, 2018

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

From: Michael W. Loftin, Assistant City Manager Finance

RE: Consider for approval the awarding of Request For Proposal 17-26A to Tipler Meter Testing /Accurate Meter testing.

Background:

The City of Galveston has approximately 2,070 large meters; they range in size from two inches to twelve inches. Roughly, 50 meters are to be tested annually; 98% (ninety-eight percent) of them are field test ready – with accessible test outlets, bypasses, and operational valves, allowing them to be completely isolated. Testing a number of positive displacement meters (5/8"through2") will be done to help determine its overall system accuracy.

Currently:

The annual performance report resulting from the contract with Johnson Controls that was awarded by the City on October 15, 2004 ended in 2015. The City of Galveston solicited qualified vendors to submit a proposal meter testing.

Issues:

1. Cost Summary – \$20,000 included in the 2018 budget.
2. Timing – planning and implementation to begin upon City Council approval.
3. Impact or ramifications –test water meters to measure meter accuracy.

Recommendation:

Approve the recommendation to hire Tipler Meter Testing / Accurate Meter Testing to test waters to measure meter accuracy.

Fiscal Impact Report:

Requested by:

Michael W. Loftin
Assistant City Manager Finance

Funding Source:

Water Enterprise Fund

Cost:

\$20,000 (year one)



CONTRACT FOR SERVICES

Water Meter Testing

This Contract (the "Contract") is made and entered into this _____ day of February, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Tipler Meter Testing / Accurate Meter Testing**, (Company), located at PO Box 16, Tye, Texas 79563.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Water Meter Testing", within the City of Galveston ("City") and Tipler Meter Testing / Accurate Meter Testing ("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:

Water Meter Testing

RFP 17-26A

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. The initial term of contract is twelve (12) months. It is agreed that City will have the option to extend the contract for up to four (4) additional one (1) year terms. To exercise this option, the City shall serve notice a minimum 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 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 at a price per unit supplied to the City of Galveston in Exhibit A. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at PO Box 16, Tye, Texas 79563. 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 Water Meter Testing 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

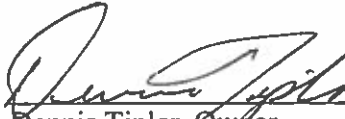
Tipler Meter Testing/Accurate Meter Testing
PO Box 16
Tye, Texas 79563

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

CITY OF GALVESTON, TEXAS

Tipler Meter Testing/Accurate Meter Testing

By: _____
Brian Maxwell, City Manager

By: 
Dennis Tipler, Owner

ATTEST:

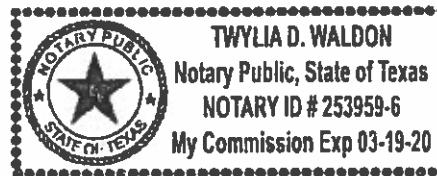
Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

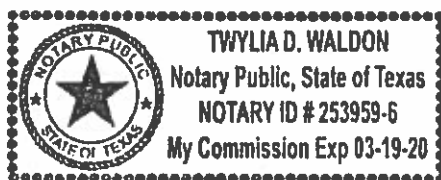
BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Taylor COUNTY §



On this day, BEFORE ME, the undersigned, personally appeared _____ of Tipler Meter Testing/Accurate Meter Testing, 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 2nd day of February 2018.




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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tipler Meter Testing/Accurate Meter Testing
Tye, TX United States

Certificate Number:
2018-310714

Date Filed:
02/06/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-008;
Water Meter Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tipler, Dennis	Tye, TX United States	X	

5 Check only if there is NO Interested Party. ☐

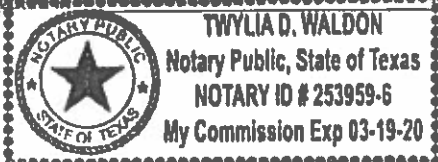
6 UNSWORN DECLARATION

My name is Dennis Tipler, and my date of birth is March 21 1959

My address is 518 Morgan (street), Tye (city), TX. (state), 79563 (zip code), USA (country)

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

Executed by Taylor County, State of Texas, on the 7th day of February, 2018 (month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dennis Joseph Tipler	
	2 Business name/disregarded entity name, if different from above Accurate Meter Testing	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 518 Morgan St	Requester's name and address (optional)
	6 City, state, and ZIP code Tye, Texas 79563	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][] - [][] - [][][][] or Employer identification number [4][6] - [4][8][6][6][1][3][0]
---	---

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); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

JSM
R054

DATE (MM/DD/YYYY)
2/7/2018

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		CONTACT NAME:	
NUTMEG INS AGENCY INC/50 PLUS/PHS		PHONE (A/C, No, Ext):	
210773 P: F: (888) 443-6112		FAX (A/C, No): (888) 443-6112	
PO BOX 29611		E-MAIL ADDRESS:	
CHARLOTTE NC 28229			
INSURED		INSURER(S) AFFORDING COVERAGE	
TIPLER METER TESTING LLC DBA ACCURATE		INSURER A: Twin City Fire Ins Co	
METER TESTING		NAIC# 29459	
518 MORGAN ST		INSURER B: Trumbull Ins. Co.	
TYE TX 79563		27120	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISSR	SUBR HTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			76 SBU IW7167	07/13/2017	07/13/2018	EACH OCCURRENCE
	CLAIMS-MADE ☒ OCCUR						\$1,000,000
	X General Liab	X					DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$1,000,000
							MED EXP (Any one person)
							\$10,000
							PERSONAL & ADV INJURY
							\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY ☐ PRO-JECT ☒ LOC						\$2,000,000
	OTHER:						PRODUCTS - COM/OP AGG
							\$2,000,000
							\$
A	AUTOMOBILE LIABILITY			76 SBU IW7167	07/13/2017	07/13/2018	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						\$1,000,000
	OWNED AUTOS ONLY						BODILY INJURY (Per person)
	X HIRED AUTOS ONLY	X					\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						\$
							AGGREGATE
							\$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WBG AA5P9F	07/13/2017	07/13/2018	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$1,000,000

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

Those usual to the Insured's Operations. City Of Galveston is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

CANCELLATION

City Of Galveston
823 25TH ST RM 306
GALVESTON, TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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TEXAS CERTIFICATE OF AUTOMOBILE INSURANCE

This certificate is issued for informational purposes only. It certifies that the named insured is, at the date of this certificate, insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy.

INSURED'S NAME AND ADDRESS

Dennis J Tipler
Cathy D Tipler
518 Morgan
Tye, TX 79563-2540

FOR LIEN HOLDER INQUIRIES, CALL OR WRITE

1-800-409-0733
P O BOX 29017
PHOENIX, AZ 85038

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number: ABT-298-016962-40 Effective Date: 01/25/2018 Expiration Date: 01/25/2019

	PART A	PART B	PART D — DAMAGE TO YOUR AUTO COVERAGE		
COVERAGES:	BODILY INJURY PROPERTY DAMAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
				Loss Caused by Collision	Loss Other Than Loss Caused by Collision
Limits of Liability	250/500 100	NO COV	Yes	"ACV" indicates Actual Cash Value ACV Less \$250 Deductible	"ACV" indicates Actual Cash Value ACV Less \$250 Deductible
* Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists Coverage — Limit Selected: \$30/60/25		
POLICY INCLUDES: ☐ BASIC NO FAULT COVERAGE ☐ OPTIONAL NO FAULT COVERAGE					

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2017	CHEV		1GC4K1EY1HF174216

ADDITIONAL INTEREST

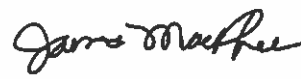
Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

NAME AND ADDRESS:

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

Loss PAYEE and ADDRESS

Us Bank
PO Box 2928attn-Credit Insurance Dept
Oshkosh WI 54903

Secretary

President

Dated: 02/07/2018 at: 06:11 PM



Countersigned
AUTHORIZED REPRESENTATIVE



City of Galveston REQUEST FOR PROPOSAL

Proposal Reference Number: 17-26A

Project Title: Water Meter Testing

Proposal Closing Date: 10:00 A.M.(CST), Wednesday, October 18, 2017

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

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

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Galveston, Texas

Request for Proposal

1. Introduction

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

2. Contact Information

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

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

Email Address: purchasing@galvestontx.gov

3. General Information

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

4. RFP Withdrawals and/or Amendments

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

5. Estimated Quantities

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

6. Proposal Submittal Requirements

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

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

- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark the Proposals "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked "Non-responsive". Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division purchasing@galvestontx.gov. The subject line must read "**Proposal 17-26A Meter Testing**". 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.

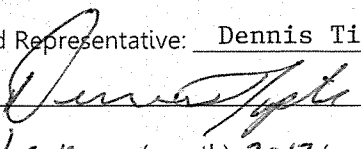
8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- 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) must be included in the Proposal submittal.

All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.			
RFP Number:	17-26A		
Project Title:	Water Meter Testing		
Submittal Deadline:	October 18, 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:	Tipler Meter Testing / Accurate Meter Testing		
Address:	PO Box 16		
City, State & Zip	Tye, Texas 79563		
Federal Employers Identification Number #	46-4866130		
Phone Number:	325-721-0547	Fax Number:	
E-Mail Address:	dennis.tipler@abilenetx.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>Dennis Tipler / Owner</u> Signature of Authorized Representative:  Signed this <u>5th</u> (day) of <u>October</u> (month), <u>2017</u> (year)			

I learned of this Request for Proposal by the following means:

- | | |
|---|--|
| ☐ Newspaper Advertisement
☐ Galveston Website
☐ Mailed Me a Copy | ☒ City E-mail Notification
☐ Cold Call to City
☐ Other |
|---|--|

Appendix A – Proposal Document (continued)

I. **REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

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

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

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

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

Any contract resulting from this RFP shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

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

performance is not within the industry standard.

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

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

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

FIRST ADDITIONAL YEAR (FY 2019) ESCALATION 2 %

SECOND ADDITIONAL YEAR (FY 2020) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2021) ESCALATION 2 %

FOURTH ADDITIONAL YEAR (FY 2022) ESCALATION 2 %

4. **Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 25; **and the number of employees:** 3.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

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: City of Tyler, Texas	
Contact Name: Keven R. Olson	Contact Title: Operations Manager
Phone: 903-531-1285	Email: kolson@tylertexas.com
Date and Scope of Services Provided: 2007 to present Annual Meter Testing	

Reference #2:

Client / Company Name: Honeywell Inc.	
Contact Name: Paul Mullican	Contact Title: Sustainability Specialist
Phone: 918-760-1041	Email: paul.mullican@honeywell.com
Date and Scope of Services Provided: 2010 to present Annual Meter Testing & Repair	

Reference #3:

Client / Company Name: City of Ponca City, Oklahoma	
Contact Name: Darwin Haney	Contact Title: Water/Waste Water Superintendent
Phone: 580-763-8076	Email: haneyde@poncacityok.gov
Date and Scope of Services Provided: 2010 to present Annual Meter Testing & Repair	

Reference #4:

Client / Company Name: City of Okmulgee	
Contact Name: Sean Herring	Contact Title: Inspector
Phone: 918-319-0294	Email:
Date and Scope of Services Provided: 2015 to present Annual Meter Testing	

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: 46-4866130.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Tipler Meter Test / D.B.A. Accurate Meter Testing

Contract #: 17-26A

Description: Water Meter Testing

Primary Contact (Name): Dennis Tipler

Primary Contact Phone Numbers: Home: 325-692-4635 Cell: 325-721-0547

Secondary Contact (Name): Frank McKinney

Secondary Contact Phone Numbers: Home: _____ Cell: 325-280-6477

After Hours emergency opening fee, if applicable: \$ _____

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

II. *CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:*

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
 - (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
 - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
 - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
 - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
 - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for

employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. **Bond Requirements:** If applicable, per the Scope of Services (Appendix J, Section 3. Special Conditions), prior to the commencement of work on this Project, Proposer shall deliver to

the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**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.

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.

NA

Name of Officer

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

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

4.

Signature of person doing business with the governmental entity

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, Dennis Tipler (Person name), the undersigned representative of (Company or Business Name) Tipler Meter Testing/Accurate Meter Testing (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.

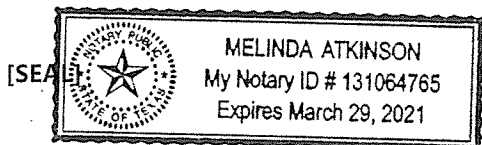
10-5-2017
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Taylor §

On this day, BEFORE ME, the undersigned, personally appeared Dennis Tipler, 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 10th day of October, 2017.



[Signature]
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.

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

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

Dennis Tipler
Proposer's Printed or Typed Name


Proposer's Signature

October 5, 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: _____

Relationship: _____

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

 XXX 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

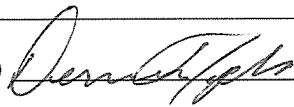
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN 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 Tipler Meter Testing / Accurate Meter Testing

ADDRESS PO Box 16 Tye, Texas 79563

PHONE 325-721-0547

FAX _____

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) DENNIS TIPLER

POSITION WITH COMPANY Owner

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL
(PRINTED NAME) DENNIS TIPLER

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

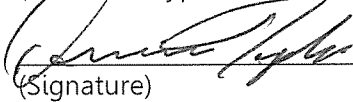
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

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.

DENNIS Tipler
(Printed or typed Name of Signatory)


(Signature)

October 5, 2017
(Date)

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

END OF DOCUMENT 00435-FAA

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

Appendix H – No Intent to Submit Form

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

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

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

Please check all items that apply:

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

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

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

Appendix I – ACH Form



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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

Appendix J – Scope of Services

1. Project Title: RFP 17-26A Water Meter Testing.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

No bid bond is required for this solicitation.

4. Proposal Evaluation Factors

Emphasis	Factor
20%	Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.
30%	Experience in providing similar services, working with Badger meters. Include client references.
30%	Methodology in regards to testing, repairs, documentation, and safety procedures.
40%	Cost of services. Costs will not necessarily be the deciding factor in the selection process.
10%	Ability of vendor to provide a six month warranty on all replacement parts.

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Proposal Release Date	September 18, 2018
Pre-Proposal Conference	October 4, 2018 @ 2:00 p.m. CST
Deadline for Submittal of Written Questions	October 10, 2017 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	October 18, 2017 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	October 20, 2017
Anticipated Award Date	November, 2017

7. Scope of Services

METER TESTING REQUEST FOR PROPOSALS

PURPOSE:

The City of Galveston Department of Finance Utility Billing (City) is soliciting sealed proposals from qualified companies for water meter testing and repair services.

Any questions regarding the specifications of the proposal must be directed in writing to the Purchasing Division, purchasing@galvestontx.gov. Any questions deemed relevant to the RFP will be posted as an addenda at www.galvestontx.gov.

BACKGROUND:

The City of Galveston has approximately 2,070 large water meters; they range in size from two inches to twelve inches. Roughly, 50 meters are to be tested annually; 98% (ninety-eight percent) of them are field test ready - with accessible test outlets, bypasses, and operational valves, allowing them to be completely isolated. The majority of the meters are manufactured by Badger (positive displacement disc meters, turbo meters, compound meters). Water Utility personnel are available to assist with the location of meters and any unusual circumstances that arise.

STATEMENT OF NEEDS:

The City may also require testing of any number of positive displacement meters (5/8" through 2") to help determine its overall system accuracy. The costs associated with this group of meters will be considered in the decision to award, but the large meter testing costs and conditions will be the primary concern.

For a company to be considered responsive to this solicitation, it must:

1. Be a licensed contractor in the State of Texas, if applicable. The license number must be included as part of the labeling of the sealed envelope containing the proposal. Envelopes without a valid contractor's license number on the label will not be opened.
2. Must abide by City of Galveston Plumbing Inspection Regulations. For additional information regarding Plumbing Inspection, only, visit the City's website: <http://www.galvestontx.gov/579/Building-Division> or call 409-797-3660.
3. Have extensive experience with accuracy testing and repair of large and small water meters. List all personnel who would be involved in this project, with details of their training and years of experience. As most of the utility's meters are Badger brand, list specific experience with that manufacturer's compound and Turbo turbine models (testing and repair).
4. Provide in the proposal the methodology to be used. Testing and repair services must conform to manufacturers' recommendations and AWWA (American Water Works Association) standards.

5. All work must conform to Occupational Safety and Health Administration Standards (OSHA) and Texas Commission on Environmental Quality Regulations (TCEQ). Contractor is responsible for compliance.
6. Provide as part of the proposal at least three references for whom the proposing company has performed these services. It is preferred that these reference projects involved one hundred or more large meters. Include utility name, location, key contact person, phone number, email address, number of meters tested and repaired, and brands of meters.
7. Timeliness of reports and test to be reported within 5 days of actual test, a running total shall be provided to the City on a daily basis.
8. Although the total cost of the project is a critical factor, the City will evaluate each proposal based on the criteria below, and will award the project to the most qualified firm. The City may reject any or all proposals at its sole discretion.

EVALUATION CRITERIA:

1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract. – **30%**
2. Experience in providing similar services, working with Badger meters. Include client references. – **20%**
3. Methodology in regards to testing, repairs, documentation, and safety procedures. – **20%**
4. Cost of services. Costs will not necessarily be the deciding factor in the selection process. – **40%**
5. Ability of vendor to provide a six month warranty on all replacement parts. – **10%**

CONTRACT TERMS:

The initial term of the contract is for twelve (12) months. 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.

COST SUMMARY:

The contractor will supply all parts for repairs. Specify the costs of accuracy tests for each size and type of meter. Specify the costs of typical repairs of each size and type of meter. Repair costs will be on a flat rate, with both a "typical" and "not to exceed" amount.

The vendor cost summary shall include unit costs on the following at a minimum. Descriptions should be clear and complete. The costs must be guaranteed for one year from the date of award and optionally renewed on an annual basis as described in the RFP.

1. Field accuracy test on Badger large meters

Additional Requirements:

2. State whether or not the cooperative procurement option is agreeable and to what other utilities it would or would not be extended.
3. State the understanding of the contract renewability clause.

SCHEDULE OF PRICES

Positive Displacement Meters

Meter Size	Test Cost	# Tested	Total
1.5"	\$ 125.00	ea x	\$

Turbine Meters

Meter Size	Test Cost	# Tested	Total
2"	\$ 160.00	ea x	\$
3"	\$ 170.00	ea x	\$
4"	\$ 170.00	ea x	\$
6"	\$ 175.00	ea x	\$
8"	\$ 185.00	ea x	\$
10"	\$ 200.00	ea x	\$
12"	\$ 200.00	ea x	\$

Compound Meters

Meter Size	Test Cost	# Tested	Total
2"	\$ 205.00	ea x	\$
3"	\$ 245.00	ea x	\$
4"	\$ 265.00	ea x	\$
6"	\$ 285.00	ea x	\$
8"	\$ 295.00	ea x	\$
10"	\$ 300.00	ea x	\$
12"	\$ 300.00	ea x	\$

Note: The above is inclusive of everything except parts:
A spare parts and cost list shall accompany this schedule.



Accurate Meter Testing is owned and operated by Dennis Tipler. He has been working in the meter business for 25 years and is currently licensed by Texas Commission On Environmental Quality and The State Of Texas. Also, has acquired a certification from Sensus Technologies for large meter testing. All testing performed in under his direct supervision.

This Company and employees take tremendous pride in being honest, fair and knowledgeable about all work being performed. All field and bench testing is performed according to AWWA standards and done in a timely matter. Employees are always respectful and courteous to customer needs and requirements during testing procedures.

Prices quoted are based on a minimum of 40 meters.

If repairs are needed replacement and/or repair parts will be billed at cost plus 15%.

\$80.00 service charge will be assessed on meters that are deemed untestable beyond my control due to faulty valves, bypasses or ability to isolate.

Payment terms net 30 days.

Bench testing is available for 5/8", 1", 1 1/2" and 2" meters at my facility as a third-party testing facility to resolve customer billing disputes, normal turnaround time 48 hours after receipt,

Test results e-mailed

rates are as follows

5/8" --\$15.00

1" --\$15.00

1.5" --\$25.00

Plus, shipping & handling

EVALUATION SUMMARY SHEET

Proposer Name: Vanguard

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	<u>3</u>	40	<u>120</u>
2. Experience in providing similar services, working with Badger meters. Include client references.	<u>2</u>	30	<u>60</u>
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	<u>3</u>	30	<u>90</u>
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	<u>2</u>	20	<u>40</u>
5. Ability of vendor to provide a six month warranty on all replacement parts.	<u>3</u>	15	<u>45</u>

<u>355</u>

Total Score

EVALUATION SUMMARY SHEET

Proposer Name: Southern Flowmeter

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	<u>4</u>	40	<u>160</u>
2. Experience in providing similar services, working with Badger meters. Include client references.	<u>3</u>	30	<u>90</u>
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	<u>3</u>	30	<u>90</u>
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	<u>2</u>	20	<u>40</u>
5. Ability of vendor to provide a six month warranty on all replacement parts.	<u>3</u>	15	<u>45</u>

425

Total Score

EVALUATION SUMMARY SHEET

Proposer Name: Tipler Meter Testing / Accurate Meter Testing

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	4 _____	40	160 _____
2. Experience in providing similar services, working with Badger meters. Include client references.	4 _____	30	120 _____
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	4 _____	30	120 _____
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	3 _____	20	60 _____
5. Ability of vendor to provide a six month warranty on all replacement parts.	4 _____	15	60 _____

520

Total Score

EVALUATION SUMMARY SHEET

Proposer Name: Accurate Meter & Supply

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	<u>4</u>	40	<u>160</u>
2. Experience in providing similar services, working with Badger meters. Include client references.	<u>3</u>	30	<u>90</u>
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	<u>3</u>	30	<u>90</u>
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	<u>3</u>	20	<u>60</u>
5. Ability of vendor to provide a six month warranty on all replacement parts.	<u>4</u>	15	<u>60</u>

460

Total Score

EVALUATION SUMMARY SHEET

Proposer Name:

Accurate Meter Test - Tipler

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	<u>4</u>	40	<u>160</u>
2. Experience in providing similar services, working with Badger meters. Include client references.	<u>4</u>	30	<u>120</u>
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	<u>3</u>	30	<u>90</u>
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	<u>4</u>	20	<u>80</u>
5. Ability of vendor to provide a six month warranty on all replacement parts.	<u>3</u>	15	<u>45</u>

495

Total Score

EVALUATION SUMMARY SHEET

Proposer Name:

Southern Flowmeter Inc.

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	<u>3</u>	40	<u>120</u>
2. Experience in providing similar services, working with Badger meters. Include client references.	<u>4</u>	30	<u>120</u>
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	<u>3</u>	30	<u>90</u>
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	<u>3</u>	20	<u>60</u>
5. Ability of vendor to provide a six month warranty on all replacement parts.	<u>4</u>	15	<u>60</u>

450

Total Score

EVALUATION SUMMARY SHEET

Proposer Name:

Accurate Meter & Backflow

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	<u>4</u>	40	<u>160</u>
2. Experience in providing similar services, working with Badger meters. Include client references.	<u>3</u>	30	<u>90</u>
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	<u>3</u>	30	<u>90</u>
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	<u>3</u>	20	<u>60</u>
5. Ability of vendor to provide a six month warranty on all replacement parts.	<u>3</u>	15	<u>45</u>

445

Total Score

EVALUATION SUMMARY SHEET

Proposer Name:

Vanguard

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT	SCORE TOTAL
1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract.	<u>3</u>	40	<u>120</u>
2. Experience in providing similar services, working with Badger meters. Include client references.	<u>2</u>	30	<u>60</u>
3. Methodology in regards to testing, repairs, documentation, and safety procedures.	<u>3</u>	30	<u>90</u>
4. Cost of services. Costs will not necessarily be the deciding factor in the selection	<u>3</u>	20	<u>60</u>
5. Ability of vendor to provide a six month warranty on all replacement parts.	<u>5</u>	15	<u>75</u>

405

Total Score

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Lexi Stevens

Proposer: Vanguard Utility Service

Reference Agency: Missouri American, St. Louis

Person Contacted: Dorian Washington

Questions:

- Has your agency had (insert description of product or services) with/by this vendor?
If yes, how long ago? Are you currently under contract with this vendor?
 - We have used them twice. They tested and repaired more than 600 meters, most recently from June 2016 – January 2017. I am not sure if we are at this time.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 1st experience: 4/10, 2nd time around 8/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 1st time: 4/10, 2nd time 8/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 1st time: 4/10, 2nd time 8/10
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 1st time: 1/10, 2nd time 8.5/10
- Did the vendor perform the service/deliver the products as proposed/promised?
 - This time around was ok. The first time, we had a lot of problems with them, but had no other option, so we gave them another shot, and this time was far better.
- Did the vendor meet your expectations? What were your requirements for completion?
 - Yes. This time they did not make up test results or double bill us.
- Is there anything you would like to tell me about the vendor?
 - The first time was awful due to the lead making up test results, retesting the same meters more than once and double billing. That associate was let go as a result. The new guy this time was fabulous!

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Lexi Stevens

Proposer: Vanguard Utility Service

Reference Agency: City of Fort Wayne, Indiana.

Person Contacted: Ben Groeneweg

Questions:

- Has your agency had (insert description of product or services) with/by this vendor? If yes, how long ago? Are you currently under contract with this vendor?
 - Well, for starters we only used them for about 70 meters, this was back in 2015, and no we are not under contract with them.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 7, they're a decent value for the cost.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 7, maybe 8.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 8, they are decently responsive.
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - They did 70 for us, no issues to report.
- Did the vendor perform the service/deliver the products as proposed/promised?
 - yes
- Did the vendor meet your expectations? What were your requirements for completion?
 - Yes, we just wanted a copy of all reports. They have good reports.
- Is there anything you would like to tell me about the vendor?
 - They are a good value, we sometimes even use them for residential installation if we are behind.

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Lexi Stevens

Proposer: Vanguard Utility Service

Reference Agency: Two Rivers Utilities, NC

Person Contacted: Mike Bynum

Questions:

- Has your agency had (insert description of product or services) with/by this vendor?
If yes, how long ago? Are you currently under contract with this vendor?
 - Yes, they were here May of 2017, and no we are not.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 8.5/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 9.5/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 9/10
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 8.5/10
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Yes, although their billing can lag, which is a pain.
- Did the vendor meet your expectations? What were your requirements for completion?
 - Yes, we are really focused on making sure the tests are done, and the meters get back in service in a timely manner.
- Is there anything you would like to tell me about the vendor?
 - Like that they end 2 man crews, and not 1 person like other companies. They're good and we have used them for years.

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Lexi Stevens
Proposer: Southern Flowmeter
Reference Agency: City of Tomball
Person Contacted: John Escamilla

Questions:

- Has your agency had (insert description of product or services) with/by this vendor?
If yes, how long ago? Are you currently under contract with this vendor?
 - Has been used since 2008.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - "Solid 10/10"
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - Another 10/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - Great Customer Service, another 10/10
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 10/10
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Yes, they are truly top notch.
- Did the vendor meet your expectations? What were your requirements for completion?
 - Always have, never had an issue. Finish previously discussed testing, submit reports, and invoice completed work.
- Is there anything you would like to tell me about the vendor?
 - "They are the best we have ever worked with and are always our #1 pick!"

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Lexi Stevens

Proposer: Southern Flowmeter

Reference Agency: Si Environmental

Person Contacted: Keith Swallers

Questions:

- Has your agency had (insert description of product or services) with/by this vendor?
If yes, how long ago? Are you currently under contract with this vendor?
 - Yes, we use them for commercial meter testing and several repairs monthly.
Not under contract, no.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - Overall 8/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 8-9/10, they are very good.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 9/10 – customer service always responds rapidly.
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 9/10 – again they always respond rapidly.
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Yes. They do great work.
- Did the vendor meet your expectations? What were your requirements for completion?
 - They do! And we require they follow a 45 day timeline from start of the job to repair to invoice. No issues.
- Is there anything you would like to tell me about the vendor?
 - "They have outstanding industry knowledge, their technology is state of the art, and we are very pleased."

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Lexi Stevens

Proposer: Southern Flowmeter

Reference Agency: City of Sugarland

Person Contacted: Summer Romo (Billing Supervisor) and David Liska (Water Meter Supervisor)

Questions:

- Has your agency had (insert description of product or services) with/by this vendor?
If yes, how long ago? Are you currently under contract with this vendor?
 - SR- Yes, No, No
 - DL- In general they have low bids, but a good company to work with.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - SR- 9/10
 - DL- 8-8.5/10 overall
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - SR- 9/10
 - DL- 8.5/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - SR- 9/10
 - DL- 9/10
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - SR- 9/10
 - DL- 9/10
- Did the vendor perform the service/deliver the products as proposed/promised?
 - SR- Not sure
 - DL- Yes, they stick to the contract.
- Did the vendor meet your expectations? What were your requirements for completion?
 - SR- Not sure
 - DL- Yes! They just have to complete the job, and send us the completion results.
- Is there anything you would like to tell me about the vendor?
 - SR – No
 - DL- Their reports are very informative, and we have no complaints, they are great to work with!

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Genny Kovacevich

Proposer: Tipler Meter Testing / Accurate Meter Testing

Reference Agency: City of Ponca City, OK

Person Contacted: Darwin Haney – Water/Wastewater Superintendent

Questions:

- Has your agency had meter testing and repairs with/by this vendor? ? If yes, how long ago? Are you currently under contract with this vendor?
 - He is a 3rd party contractor for 5 years.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 9/10"
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 9/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 9/10
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 9/10
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Yes, no problem.
- Did the vendor meet your expectations? What were your requirements for completion?
 - Always has meet the expectation. Continuously ahead of scheduled, never an issue at all. There is no worries.
- Is there anything you would like to tell me about the vendor?

"Very dependable and will do an excellent job. Easy to work with guy and trust worthy"

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Genny Kovacevich

Proposer: Tipler Meter Testing / Accurate Meter Testing

Reference Agency: City of Okvlg e e

Person Contacted: Sean Herring - Inspector

Questions:

- Has your agency had meter testing and repairs with/by this vendor? ? If yes, how long ago? Are you currently under contract with this vendor?
 - 6 years through Honeywell. He is a Sub through Honeywell.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 10/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 10/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 10/10- Absolutely
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - Absolutely a 10!
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Yes! He has.
- Did the vendor meet your expectations? What were your requirements for completion?
 - He has done a fabulous job. Very prompt esp. with small testing and excellent with large on site testing.
- Is there anything you would like to tell me about the vendor?

"He is very easy to work with and no customer issues. Works great with customers so I don't have to get involved. Very professional and knowledgeable."

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Genny Kovacevich

Proposer: Tipler Meter Testing / Accurate Meter Testing

Reference Agency: Honeywell Inc.

Person Contacted: Paul Mullican MDS—Sustainability Specialist

Questions:

- Has your agency had meter testing and repairs with/by this vendor? If yes, how long ago? Are you currently under contract with this vendor?
 - 10 years total for Honeywell. Not a written contract only verbal every year. No reason to shop anything different.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 9/10 -
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 10/10 – Dennis goes above and beyond
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 10/10 – Ours customers only say great thing about him.
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 10/10 – Know what the job is always there to take care of it.
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Absolutely, he exceeds our expectations always.
- Did the vendor meet your expectations? What were your requirements for completion?
 - Always Exceeds! I supply the list and he replies with all completed and any issues with data. Very organized.
- Is there anything you would like to tell me about the vendor?
 - He relates to the customer personally. He has an excellent relationships with customers. He has taught me a lot about accuracy for water meters. He will do an excellent job, you should go with him!

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Genny Kovacevich

Proposer: Accurate Meter & Supply

Reference Agency: Hays Utility South Corp.

Person Contacted: Howard Wilhite

Questions:

- Has your agency had meter testing and repairs with/by this vendor? If yes, how long ago? Are you currently under contract with this vendor?
 - No contract, have used for years. Test annually every year.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 10/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 10/10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 10/10
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 10/10
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Yes.
- Did the vendor meet your expectations? What were your requirements for completion?
 - Yes, they always meet our expectations. Always meet all deadlines.
- Is there anything you would like to tell me about the vendor?
 - "Awesome company with very good customer service."

CITY OF GALVESTON
RFP 17-26
METER TESTING

INTERVIEW QUESTIONS FOR RESPONDENT'S REFERENCES

Interviewer: Genny Kovacevich

Proposer: Accurate Meter & Supply

Reference Agency: Municipal District Services, LLP

Person Contacted: Dana Hollingsworth, Contract Manager

Questions:

- Has your agency had meter testing and repairs with/by this vendor? If yes, how long ago? Are you currently under contract with this vendor?
 - Ten years with my present company and ten years with a previous company. Municipal District Services currently contracts with Accurate Meter and Supply To test all irrigation and commercial meters annually.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor?
 - 10 – Always responsive, reliable and thorough.
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the quality of the products/installation/service?
 - 10
- On a scale of 1 to 10 with 10 being the highest rating, how would you rate the vendor's customer service?
 - 10
- On a scale of 1 to 10 with 10 being the highest rating, how responsive was the vendor to issues with product or installation or service?
 - 10
- Did the vendor perform the service/deliver the products as proposed/promised?
 - Yes, in the past twenty years of using Accurate Meter & Supply to test meters, provide reports, perform repairs, they have always completed in an expeditious manner.
- Did the vendor meet your expectations? What were your requirements for completion?

Yes, we have an on-going meter testing and repair program. Accurate Meter & Supply never fails to test each of our municipalities on an annual basis and quickly provide the related results, with repair estimates.

- Is there anything you would like to tell me about the vendor?
 - Just to reiterate their responsiveness, reliability, and competitive pricing



City of Galveston

FLEET FACILITIES STAFF REPORT

March 12, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for approval of the purchase of twenty five (25) security DVR systems for the Island Transit bus fleet to be purchased from Safety Vision through Texas Smart Buy for a total price of \$54,640.54 which will be funded by two 80/20 federal grants with TDC's being utilized for the local match, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for the purchase of twenty five (25) security DVR systems has been identified from two grants.
- B. Island Transit currently has a fleet of buses which utilizes Safety Vision digital video recording systems (DVR).
- C. Island Transit will need nineteen (19) new systems which will be installed by Safety Vision technicians on the newer Island Transit bus fleet. Six (6) additional systems will be included as spares.
- D. The DVR system is an onboard system that performs audio and video surveillance of the interior and exterior areas of the buses.
- E. These systems improve the security of passengers and drivers, and also reduces liability to the city.
- F. Safety Vision is based out of Houston, Texas and will supply the materials and labor required for these installations.
- G. Texas Smart Buy is a member of a cooperative purchasing organization that the city is a member of that performs bidding packages for local governments.
- H. The extended purchase price is \$54,640.54 for the of twenty five (25) security DVR systems.

II. Current Situation

The City Council will have to approve the purchase of twenty five (25) security DVR systems for the Island Transit bus fleet to be purchased from Safety Vision through Texas Smart Buy for a total price of \$54,640.54





City of Galveston

FLEET FACILITIES STAFF REPORT

which will be funded by two 80/20 federal grants with TDC's being utilized for the local match, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. Approve the request.

1. Cost - \$54,640.54.
2. Timing - As soon as possible.
3. Departmental Improvements - Will provide Island Transit with needed equipment to provide better security on the buses.

B. Do not approve the request.

1. Cost - No additional cost at this time. Liability costs could increase.
2. Timing - N/A
3. Departmental Improvements - Island Transit will lack a complete security system.

IV. Recommendation

Concur in Alternative A; approve purchase of twenty five (25) security DVR systems for the Island Transit bus fleet to be purchase of twenty five (25) security DVR systems for the Island Transit bus fleet to be purchased from Safety Vision through Texas Smart Buy for a total price of \$54,640.54 which will be funded by two 80/20 federal grants with TDC's being utilized for the local match, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Environmental Impact

There will be no environmental impact by the video security camera systems.

VI. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Grant TX-34-0018 80/20 matched with TDC's Grant TX2017-010 80/20 matched with TDC's
Cost	\$54,640.54





City of Galveston

FLEET FACILITIES STAFF REPORT

Savings Estimation

The installation of these systems can reduce liability from auto accidents and passenger incidents.

Respectfully Submitted

David Smith
Executive Director





Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

DATE:	PAGE	ORDER NUMBER:
4/4/2018	2	S040814

PROPOSAL

Thank you for your request for proposal

If you have any questions or issues, just call
us **TOLL FREE** at 1-800-880-8855

BILL TO ACCOUNT# CITGAL

City of Galveston
PO Box 779
ACCOUNTS PAYABLE
Galveston, TX 77553

SHIP TO:

City of Galveston
3115 Market St.
Galveston, TX 77550

EXPIRE DATE: 06/03/2018

SALESPERSON: DME - David Earthman

CUSTOMER PO:		ORDER DATE: 04/04/2018	SHIP VIA:	TERMS: Net 30 Days		
ITEM NUMBER	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT

TERMS Net 30 Days FROM INVOICE DATE, 7 DAYS SHIPPING.

ALL PRICES FIRM FOR SIXTY (60) DAYS.
INSTALLATION MAY BE DONE INTERNALLY OR WE CAN PROVIDE QUOTES FOR SERVICE.

ACCOUNT MANAGER: _____ DATE: _____

CUSTOMER SIGNATURE: _____

Net Order:	50,476.25
Less Discount:	0.00
Freight:	0.00
Sales Tax:	4,164.29
	54,640.54



(<http://www.comptroller.texas.gov/>)

Texas Comptroller of Public
Accounts
Glenn Hegar



(<http://www.txsmartbuy.com>)

Commodity Code, Supplier Part #, NIGP or Keyword

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Contract Details: # 680-A1

Search for items in this contract (/ex_search/false/contract_number/680~A1)

Number	680-A1
Description	Police Equipment & Accessories
Category	TxSmartBuy
Type	Term
Start Date	2/1/2015
End Date	8/31/2018
Purchase Category Code (Agencies Only)	PCC A
Optional Renewal Terms	September 1, 2018, through August 31, 2019
Purchase Orders	Only purchase orders issued through TxSmartBuy are eligible for contract pricing. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the TxSmartBuy system.
NIGP Code(s)	680-04 680-08 680-12 680-20 680-24 680-44 680-48 680-50 680-52 680-53 680-56 680-56 680-60 680-61 680-65 680-67 680-77 680-84 680-86 680-87 680-88 680-92 680-95
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)

Contract Specifics/Notes	This contract is intended to cover the State's normal requirements for police equipment, accessories, and ammunition that have historical usage and to offer best value for these items. Items that are not specifically listed in this contract may be purchased from the catalog provided by the Contractor. The Contract price for the catalog items offered by each awarded contractor can be found by going to the Contractor's link shown below: Contractor Catalogs 680-A1 AXON Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 Axon Enterprises Price Sheet - 6-27-2018.xls) 680-A1 C and G Wholesale Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1C and G Wholesale .xlsx) 680-A1 CMI Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1CMI Catalog.xlsx) 680-A1 Grainger Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 Grainger Posted.xlsx) 680-A1 Guth Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 Guth Catalog5-15-15.xlsx) 680-A1 GT Distributor Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1GT Distributor Catalog 9-1-2017.xlsx) 680-A1 Intoximeters Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1Intoximeters Catalog.xlsx) 680-A1 Lawmen (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/Lawmen.xlsx) 680-A1 Kustom Signals Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 Kustom Signals Posted.xlsx) 680-A1 Millers Uniforms Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1MillerUniformsandEmblems.xlsx) 680-A1 MPH Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 MPH Catalog.xlsx) 680-A1 Precision Delta Corp Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 Precision Delta 11-2017.xlsx) 680-A1 Safety Supply Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 Safety Supply Catalog Posted 3-14-18.xlsx) 680-A1 Safety Vision Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 Safety Vision Catalog.xlsx) 680-A1 SASRAD Catalog (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/680-A1 SASRAD Catalog.xlsx)
Expedited Payment Discount	Following the contract award, additional products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. Customers are encouraged to request additional items by contacting the SPD Contract Management Office.

Adding New Products to the Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).
Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Purchase Order Cancellation	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. The cancellation must be processed through the TxSmartBuy system.
Restocking Fee for Returned Products	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10%.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contractor Performance	Statewide Procurement Division (SPD), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (http://www.window.state.tx.us/procurement/prog/vendor_performance/) The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Provide performance scores in four measurable categories for the CMBL vendors • Track vendor performance for delegated and exempt purchases

Contractors Information

VID: 17515449258

Contractor: Applied Concepts Inc

Contact Name: Jan Achilles

Email: Sales@Stalkerradar.Com

Phone: (972) 398-3780

Address: Applied Concepts Inc 2609 Technology Drive Plano TX 75074-7467

VID: 18607412279

Contractor: Axon Enterprise, Inc.

Contact Name: Mandy Duffy

Email: Mduffy@Taser.Com

Phone: (480) 463-2149

Address: 17800 N 85Th St Scottsdale AZ 85255

VID: 13202870336

Contractor: Bailey's Firearms Country, Inc.

Contact Name: Shirley Shaddix

Email: baileyshouseofguns@sbcglobal.net

Phone: (713) 433-2475

Address: Bailey's Firearms Country, Inc. 3626 Bluebonnet dr. Houston Tx, 77053

VID: 17416721904

Contractor: Baileys House of Guns, Inc.

Contact Name: Bernard Bailey

Email: Baileyshouseofguns@Sbcglobal.Net

Phone: (713) 433-2475

Address: Baileys House of Guns, Inc. 3626 Bluebonnet Drive Houston TX 77053-4901

HUB Eligibility: WO

HUB Gender: F

VID: 17214910030

Contractor: Barney's, Inc.

Contact Name: Hargan Goutierrez

Email: Orders@Mycopshop.Com

Phone: (337) 896-3667

Address: Barney's, Inc. 218 Four Pard Rd. Lafayette LA 70507

VID: 17521840243

Contractor: C&G Wholesale

Contact Name: Gail Skees

Email: Gemskees@Aol.Com

Phone: (214) 343-3900

Address: C&G Wholesale 10354 Miller Rd Dallas TX 75238

VID: 16112052739

Contractor: CMI Inc.

Contact Name: Tom Settles

Email: Wtsettles@Alcoholtest.Com

Phone: (270) 685-6362

Address: CMI Inc. 316 E. 9Th St Owensboro KY 42303

VID: 13611502801

Contractor: Grainger Inc.

Contact Name: Robert Garcia

Email: SCS.South@grainger.com

Phone: (512) 837-7440

Address: 7950 Research Blvd Ste 101 Austin TX 78758

VID: 17423395288

Contractor: GT Distributors, Inc.

Contact Name: Customer Service

Email: Txsales@Gtdist.Com

Phone: (512) 451-8298

Address: GT Distributors, Inc. Po Box 16080 Austin TX 78761-6080

VID: 12321390911

Contractor: Guth Laboratories Inc

Contact Name: Nancy Guth

Email: Nfguth@Guthlabs.Com

Phone: (717) 564-5470

Address: Guth Laboratories Inc 590 North 67Th Street Harrisburg PA 17111-4511

VID: 14309065333

Contractor: Intoximeters Inc

Contact Name: Debbie Mandell

Email: sales@intox.com

Phone: (314) 429-4000

Address: 2081 Craig Road St Louis MO 63146

VID: 14317577303

Contractor: Kustom Signals, Inc.

Contact Name: Hayden Knott

Email: Mbeiriger@Kustomsignals.Com

Phone: (800) 458-7866

Address: Kustom Signals, Inc. 9325 Pflumm Rd Lenexa KS 66215-3347

VID: 15922231327

Contractor: Lawmen's & Shooters Supply

Contact Name: Gail Walker-Keen

Email: Bids@Lawmens.Net

Phone: (772) 569-8700 X218

Address: Lawmen's & Shooters Supply 7750 9Th Sw Vero Beach FL 32968

VID: 17424937377

Contractor: Miller Uniforms and Emblems, Inc.

Contact Name: Robin Miller

Email: Gareyjackson@Milleruniforms.Com

Phone: (512) 302-5541

Address: Miller Uniforms and Emblems, Inc. 650 Canion St Austin TX 78752

VID: 16112052747

Contractor: MPH Industries

Contact Name: Tim Carrio

Email: TGCarrio@mphindustries.com

Phone: (866) 629-9257

Address: MPH Industries 316 E Ninth Street Owensboro KY 42303

VID: 16406718441

Contractor: Precision Delta Corp

Contact Name: Patricia Lott

Email: Precdelta@Tecinfo.Com

Phone: (662) 756-2810

Address: Precision Delta Corp Po Box 128 Ruleville MS 38771

VID: 17422801534 Contractor: Safety Supply Inc. Contact Name: Elizabeth Caldwell Email: Govorder@Safetysupplyinc.Com Phone: (210) 650-9033 Address: Safety Supply Inc. 11827 Tech Com Rd, #114 San Antonio TX 78233
VID: 17603906409 Contractor: SAFETY VISION, LLC Contact Name: James Henderson Email: mmajor@safetyvision.com Phone: 713/896-6600 Address: SAFETY VISION, L.P 6100 Sam Houston Pkwy N. Houston Tx, 77041-5113
VID: 16504444825 Contractor: SAS R&D SERVICES INC Contact Name: Edward Sas Email: edward@sasrad.com Phone: (954) 432-2345 Address: SAS R&D SERVICES INC 2371 SW 195th ave Miramar FL, 33029-5917
VID: 36966966966 Contractor: TCI Contact Name: Customer Service4 Email: tci@tdcj.texas.gov Address: TCI
VID: 17419760511 Contractor: TIBH Industries Inc. Contact Name: Audrey Cedillo Email: Smartbuy@Tibh.Org Phone: (512) 451-8145 Address: TIBH 1011 East 53 1/2 Street Austin TX 78751



Texas Comptroller of Public
Accounts
Glenn Hegar

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(<http://comptroller.texas.gov>)
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POLICIES

- Privacy and Security Policy
(<https://comptroller.texas.gov/about/policies/privacy-policy>)
- Accessibility Policy
(<https://comptroller.texas.gov/about/policies/accessibility-policy>)
- Link Policy
(<https://comptroller.texas.gov/about/policies/link-policy>)
- Texas.gov (<http://texas.gov>)
- Search from the Texas State Library
(<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security
(<http://www.dhs.gov/geography/texas>)
- Texas Veterans Portal
(<https://veterans.portal.texas.gov/>)
- Public Information Act
(<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State
(<http://www.sos.state.tx.us/>)
- HB855 Browser Statement

OTHER STATE SITES

- [texas.gov](https://www.texas.gov/)
- Texas Records and Information Library (TRAIL)
(<http://www.tsl.state.tx.us/trail/>)
- State Link Policy
(<http://publishingext.dir.texas.gov/portal/intern>)
- Texas Veterans Portal
(<http://veterans.portal.texas.gov>)



City of Galveston

FLEET FACILITIES STAFF REPORT

April 16, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (Ford Transit Van) from Silsbee Ford through HGAC Buy, for a total price of \$31,682 which will be funded from the vehicle capital outlay account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the Police Departments ID Division.
- B. This new vehicle will replace units which have been flagged by the Vehicle Replacement Program. Those units will be cleaned and auctioned off benefiting the city coffers. Some retired units will be assigned as take home vehicles for officers' residing on the island.
- C. The Vehicle Replacement Program scores vehicles by analyzing their age, mileage and operational costs in real time and flags equipment that have reached preset limitations for its classification. Replacement funds are earmarked for these vehicles during the budget process by utilizing their original purchase price and date, plus inflation.
- D. Buy Board and HGAC Buy are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The garage has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option. The current contract has been extended.
- E. Vehicle description is listed on the attached sheet.
- F. The extended purchase price for this package is \$31,682.
- G. Silsbee Ford is located in Silsbee Texas.





City of Galveston

FLEET FACILITIES STAFF REPORT

- H. Delivery should be within 90 to 120 days from the date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- I. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (Ford Transit Van) from Silsbee Ford through HGAC Buy, for a total price of \$31,682 which will be funded from the vehicle capital outlay account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

- A. City Council approves the purchase of the listed vehicle.
 - 1. Cost - \$31,682
 - 2. Timing - Delivery should be within 60-120 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 of the listed vehicle.
 - 1. Cost - no additional cost at this time.
 - 2. Timing - N/A
 - 3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (Ford Transit Van) from Silsbee Ford through HGAC Buy, for a total price of \$31,682 which will be funded from the vehicle capital outlay





City of Galveston

FLEET FACILITIES STAFF REPORT

account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Vehicle Replacement Fund 170100-0100-419000-564003
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



**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

VE11-15

Date
Prepared:

4/13/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF GALVESTON	Contractor:	SILSBEE FORD
Contact Person:	DAVID SMITH	Prepared By:	RICHARD HYDER
Phone:	(409) 797-3920	Phone:	(409) 300-1385
Fax:		Fax:	(409) 895-3884
Email:	DSMITH@GALVESTONTX.GOV	Email:	RHYDER.COWBOYFLEET@GMAIL.COM

Product Code:	E43	Description:	2018 FORD TRANSIT VAN
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 22,596.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
R1Z TRANSIT VAN REG LENGTH LOW ROOF 130" WB	\$ 1,895.00		
99M 3.7L V6 GAS	\$ -		
POWER EQUIPMENT GROUP	\$ -		
17B GLASS SIDE AND REAR	\$ 235.00		
16E FRONT AND REAR VINYL FLOOR	\$ 231.00		
YZ EXTERIOR WHITE	\$ -		
VK GREY VINYL INTERIOR	\$ -		
REAR VIEW CAMERA	\$ -		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 2,361.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SORTIMO GENERAL SERVICES RACKS/BINS W/ BULKHEAD	\$ 5,950.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 5,950.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

24%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 30,907.00	=	Subtotal D:	\$ 30,907.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY	\$ 175.00		
		Subtotal F:	\$ 175.00

Delivery Date: ~90-120 DAYS

G. Total Purchase Price (D+E+F):

\$ 31,682.00

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SILSBEE FORD INC.
Silsbee, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Silsbee Ford Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1211 United States Highway 96 North, Silsbee, Texas 77656.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a **Current Model Cars, Light Trucks & Police Motorcycles Contract** to become effective as of November 1, 2015, and to continue through October 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Current Model Cars, Light Trucks & Police Motorcycles** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Current Model Cars, Light Trucks & Police Motorcycles** through the **H-GAC Contract** to **END USERS**.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:VE11-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:VE11-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC Contract**. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC contract**. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR's** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB) and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten (10) days of receipt of END USER's purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

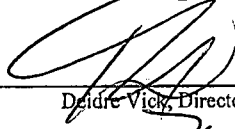
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:

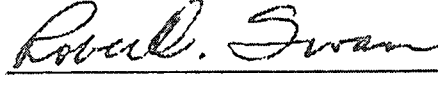

Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:


Deldre Vick, Director of Public Services

Date: 11-11, 2015

Signed for Silsbee Ford Inc.
Silsbee, Texas:


Printed Name & Title: ROBERT C. SWAN, FLEET DIRECTOR
Date: 11-5 2015

Attest for Silsbee Ford Inc.
Silsbee, Texas:


Printed Name & Title: Mary Fulgott Fleet Admin Mgr.
Date: 11-5 2015

Attachment A
Silsbee Ford, Inc.
Current Model Cars, Light Trucks & Police Motorcycles
Contract No. VE11-15

HGAC Prod. Code	MFG.	Current Model Year Bld	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
E04	Ford	2016	Hybrid	P5A	Ford C-Max Hybrid SE, FWD, 2.0L iVCT Atkinson-cycle I-4 Hybrid Engine, Electronically Controlled Continuously Variable Transmission, Lithium Ion Battery, Complete with all manufacturer's standard equipment	\$20,933.00
E05	Ford	2016	Coupe	P8A	Ford Mustang V6 2-door coupe, Independent Rear Suspension, 3.7L Ti-VCT V6, 6-speed Manual, Complete with all manufacturer's standard equipment	\$20,426.00
E08	Ford	2016	Hybrid Sedan	P0U	Ford Fusion S Hybrid 4-door sedan, FWD, Engine -- 2.0L iVCT Atkinson Cycle I-4 Hybrid Engine, CVT Transmission, Complete with all manufacturer's standard equipment	\$21,931.00
E11	Ford	2015	Crossover	K3G	Ford Edge SE 5-passenger crossover, FWD, Twin-scroll 2.0-liter EcoBoost Engine, 6-speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$23,841.00
E18	Ford	2016	Sport Utility	U1H/200A	Ford Expedition XLT, 4x2, 3.5L V6 EcoBoost L Engine, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$33,993.00
E19	Ford	2016	Sport Utility	U1K/100A	Ford Expedition Limited, 4x2, 3.5L V6 EcoBoost L Engine, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$42,742.00
E20	Ford	2016	Sport Utility	U1H/401A	Ford Expedition King Ranch, 4x2, 3.5L V6 EcoBoost® L Engine, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$46,664.00
E21	Ford	2015	Pickup	F1C/100A	Ford F150 XL Regular Cab, 4x2, 3.5L V6 Ti-VCT with Flex-Fuel Capability, Electronic Six-Speed Automatic Transmission, 6.5' box, 6450# GVWR, Complete with all manufacturer's standard equipment	\$17,971.00
E22	Ford	2015	Pickup	X1C/100A	Ford F150 XL Supercab pickup, 4x2, 3.5L V6 Ti-VCT with Flex-Fuel Capability, Electronic Six-Speed Automatic Transmission, 6.5' box, 6700# GVWR, Complete with all manufacturer's standard equipment	\$19,181.00
E23	Ford	2015	Pickup	W1C/100A	Ford F150 XL Supercrew pickup, 4x2, 3.5L V6 Ti-VCT with Flex-Fuel Capability, Electronic Six-Speed Automatic Transmission, 5.5' box, 6800# GVWR, Complete with all manufacturer's standard equipment	\$20,220.00
E25	Ford	2016	Pickup	X2A/600A	Ford F250 XL Supercab pickup, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.75' box, 9900# GVWR, Complete with all manufacturer's standard equipment	\$22,678.00
E26	Ford	2016	Pickup	W2A/600A	Ford F250 XL Crew Cab pickup, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.75' box, 10,000# GVWR, Complete with all manufacturer's standard equipment	\$23,024.00
E27	Ford	2016	Pickup	F3A/610A	Ford F350 XL Regular Cab SRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 8' box, 10,000# GVWR, Complete with all manufacturer's standard equipment	\$21,621.00
E28	Ford	2016	Pickup	X3A/610A	Ford F350 XL Supercab SRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.5' box, 10,000# GVWR, Complete with all manufacturer's standard equipment	\$23,881.00

Attachment A
Silsbee Ford, Inc.
 Current Model Cars, Light Trucks & Police Motorcycles
 Contract No. VE11-15

HGAC Prod. Code	MFG.	Current Model Year Bld	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
E29	Ford	2016	Pickup	W3A/610A	Ford F350 XL Crew Cab SRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.5' box, 10,200# GVWR, Complete with all manufacturer's standard equipment	\$25,886.00
E31	Ford	2016	Pickup	X3C/620A	Ford F350 XL Supercab DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 8' bed, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$24,913.00
E32	Ford	2016	Pickup	W3C/620A	Ford F350 XL Crew Cab DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 8' bed, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$27,028.00
E33	Ford	2016	Cab and Chassis	F3G/640A	Ford F350 XL Regular Cab and Chassis DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 60" CA, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$22,622.00
E34	Ford	2016	Cab and Chassis	X3G/640A	Ford F350 XL Supercab and Chassis DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 60" CA, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$24,542.00
E35	Ford	2016	Cab and Chassis	W3G/640A	Ford F350 XL Crew Cab and Chassis DRW, 4x2, 6.2L V8 gas/E85, automatic transmission, 60" CA, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$24,438.00
E37	Ford	2016	Passenger Wagon	K1Z	Ford Transit 150 Wagon XL Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: 60/40 Passenger-Side Cargo-Doors, 8,550# GVWR, Complete with all manufacturer's standard equipment	\$22,446.00
E39	Ford	2016	Passenger Van	W2Z	Ford Transit 350 Van Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: 60/40 Passenger-Side Cargo-Doors, 9,500# GVWR, Complete with all manufacturer's standard equipment	\$24,148.00
E40	Ford	2016	Passenger Wagon	X2Z	Ford Transit 350 Wagon XL Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: 60/40 Passenger-Side Cargo-Doors, 9,000# GVWR, Complete with all manufacturer's standard equipment	\$25,786.00
E42	Ford	2016	Passenger Wagon	K1C/301A	Ford Transit 150 Wagon XL Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: Sliding Passenger-Side Cargo-Door, 8,550# GVWR, Complete with all manufacturer's standard equipment	\$23,923.00
E43	Ford	2016	Passenger Van	R1C/101A	Ford Transit 250 Van Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: Sliding Passenger-Side Cargo-Door, 9,000# GVWR, Complete with all manufacturer's standard equipment	\$21,721.00

Attachment A
Silsbee Ford, Inc.
Current Model Cars, Light Trucks & Police Motorcycles
Contract No. VE11-15

HGAC Prod. Code	MFG.	Current Model Year Bld	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
E44	Ford	2016	Passenger Van	W2C/101A	Ford Transit 350 Van Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9,500# GVWR, Complete with all manufacturer's standard equipment	\$24,624.00
E45	Ford	2016	Passenger Wagon	X2C/301A	Ford Transit 350 Wagon XL Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9,500# GVWR, Complete with all manufacturer's standard equipment	\$26,910.00
E46	Ford	2016	Passenger Van	R2X	Ford Transit 250 Van High Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9000# GVWR, Complete with all manufacturer's standard equipment	\$24,999.00
E47	Ford	2016	Passenger Van	W2X	Ford Transit 350 Van High Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9500# GVWR, Complete with all manufacturer's standard equipment	\$25,667.00
E48	Ford	2016	Passenger Wagon	X2X	Ford Transit 350 Wagon XL High Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9000# GVWR, Complete with all manufacturer's standard equipment	\$28,281.00
E49	Ford	2016	Passenger Van	F4X	Ford Transit 350 HD DRW Van High Roof, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door, 9950# GVWR, Complete with all manufacturer's standard equipment	\$28,883.00
E50	Ford	2016	Passenger Wagon	S4X	Ford Transit 350 HD DRW Wagon Medium Roof, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$29,271.00
E51	Ford	2016	Passenger Wagon	U4X	Ford Transit 350 HD DRW Wagon Medium Roof, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$30,630.00
E52	Ford	2016	Cutaway	R5P	Ford Transit 250 SRW Cutaway, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9000#, Complete with all manufacturer's standard equipment	\$17,429.00
E53	Ford	2016	Cab Chassis	R5Z	Ford Transit 250 SRW Chassis Cab, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9000# GVWR, Complete with all manufacturer's standard equipment	\$17,501.00

Attachment A
Silsbee Ford, Inc.
Current Model Cars, Light Trucks & Police Motorcycles
Contract No. VE11-15

HGAC Prod. Code	MFG.	Current Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
E54	Ford	2016	Cutaway	W7P	Ford Transit 350 SRW Cutaway, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase, 9500# GVWR, Complete with all manufacturer's standard equipment	\$17,246.00
E55	Ford	2016	Cab Chassis	W7Z	Ford Transit 350 SRW Chassis Cab, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase, 9500# GVWR, Complete with all manufacturer's standard equipment	\$18,148.00
E56	Ford	2016	Cutaway	F6P	Ford Transit 350 HD DRW Cutaway, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9950# GVWR, Complete with all manufacturer's standard equipment	\$18,289.00
E57	Ford	2016	Cab Chassis	F6Z	Ford Transit 350 HD DRW Chassis Cab, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9950# GVWR, Complete with all manufacturer's standard equipment	\$19,119.00
E58	Ford	2016	Cutaway	S6P	Ford Transit 350 HD DRW Cutaway, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$18,881.00
E59	Ford	2016	Cab Chassis	S6Z	Ford Transit 350 HD DRW Chassis Cab, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$18,998.00
E60	Ford	2016	Cargo Van	S6E/100A	Ford Transit Connect Van XL SWB, FWD, 2.5L Duratec I-4 Gas Engine, 6-Speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$18,613.00
E61	Ford	2016	Cargo Van	S9E/200A	Ford Transit Connect Wagon XL LWB, FWD, 2.5L Duratec I-4 Gas Engine, 6-Speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$20,823.00
PROGRAM VEHICLES (Bidder to add a third character if different pricing for different vehicles)						
L01	Ford				Under 15,000 miles	\$150.00
L02	Ford				Between 15,000 miles and 25,000 miles	\$150.00
FLOOR PLAN INTEREST & OPEN LOT INSURANCE						
M01					Floor Plan Interest (percentage per day, i.e. .05%)	0.05%
M02					Open Lot Insurance (percentage per day, i.e. .05%)	0.02%



City of Galveston

FLEET FACILITIES STAFF REPORT

April 16, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (Ford Fusion) from Silsbee Ford through Buy Board, for a total price of \$18,553 which will be funded from the Public Access Channel Fund, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the Public Information Division.
- B. Buy Board and HGAC Buy are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The garage has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option.
- C. Vehicle description is listed on the attached sheet.
- D. The extended purchase price for this package is \$18,553.
- E. Silsbee Ford is located in Silsbee Texas.
- F. Delivery should be within 30 days from the date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (Ford Fusion) from Silsbee Ford through Buy Board, for a total price of \$18,553 which will be funded from the Public Access Channel Fund, and authorize the City Manager to execute the contract upon final approval by the City Attorney.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. City Council approves the purchase of the listed vehicle.

1. Cost - \$18,553
2. Timing - Delivery should be within 30 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase of the listed vehicle.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed service vehicle and associated equipment (Ford Fusion) from Silsbee Ford through Buy Board, for a total price of \$18,553 which will be funded from the Public Access Channel Fund, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Public Access Channel Fund
Cost	\$18,553





City of Galveston

FLEET FACILITIES STAFF REPORT

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



PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF GALVESTON

Prepared by: RICHARD HYDER

Contact: DAVID SMITH 409.789.0673

Phone: (409) 300-1385

Email: DSMITH@GALVESTONTX.GOV

Email: rhyder.cowboyfleet@gmail.com

Product Description: 2018 FORD FUSION

Date: April 16, 2018

A. Bid Series: _____ 94

A. Base Price:	\$ 15,713.00
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B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
P0G	FUSION S FWD	\$ 2,265.00			
44W	AUTOMATIC TRANSMISSION	\$ -			
YZ	EXTERIOR WHITE	\$ -			
DE	INTERIOR EARTH CLOTH	\$ -			
Total of B. Published Options:					\$ 2,265.00

Total of B. Published Options:	\$ 2,265.00
---------------------------------------	--------------------

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 \%

Options	Bid Price	Options	Bid Price
IN STOCK			
DELIVERY 5-7 DAYS			
Total of C. Unpublished Options:			\$ -

Total of C. Unpublished Options:	\$	-
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D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

§ -

F. Manufacturer Destination/Delivery:

\$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H Lot Insurance (for in-stock and/or equipped vehicles):

§ -

I. Contract Price Adjustment:

J. Additional Delivery Charge: 100 miles

\$	175.00
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K. Subtotal:

\$	18,153.00
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L. Quantity Ordered 1 x K =

\$	18,153.00
----	-----------

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$	400.00
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O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 18,553.00



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: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee, TX 77656

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: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee, TX 77656

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



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

16738

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

Silsbee Ford

Name of Proposing Company

8/29/16

Date

1211 US Hwy 96 N

Street Address



Signature of Authorized Company Official

Silsbee TX 77656

City, State, Zip

Robert Swan

Printed Name of Authorized Company Official

409.895.3800

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

409.895.3884

Fax Number of Authorized Company Official

76-0533144

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;

E-y N-y H-N

USB & Print List



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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: Silsbee Ford General Contact Name: Richard Hyder

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: rhyder.cowboyfleet@gmail.com
- Internet Contact: Richard Hyder Phone: 409.300.1385
- Alternate E-mail Address: jrunnels.cowboyfleet@gmail.com
- Alternate Internet Contact: Jarrod Runnels Phone: 409.749.9556
- ☐ I will receive purchase orders via **FAX**.
- Fax Number: _____
- Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: rhyder.cowboyfleet@gmail.com

Alternate E-mail Address: jrunnels.cowboyfleet@gmail.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: 1211 US Hwy 96 N **Department:** Fleet

City: Silsbee **State:** TX **Zip Code:** 77656

Contact Name: Mary Falgout **Phone:** 409.960.8305

Fax: 409.895.3884 **E-mail Address:** mfgaltout.silsbeefleet@gmail.com

Alternative E-mail Address: tdurbin.cowboyfleet@gmail.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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) 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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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:

N/A

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.

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

ROBERT SWAN

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.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan". The signature is written in a cursive style.

Signature of Authorized Company Official

Robert Swan

Printed Name

8/29/16

Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.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: 60-90 ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy:

25% restocking fee during first 30 days after delivery

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

FORM G

Robert Swan

Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Silsbee Ford

Company Name

1211 US Hwy 96 N

Address

Silsbee

TX

77656

City

State

Zip

409.895.3800

409.895.3884

Phone Number

Fax Number

Robert Swan

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



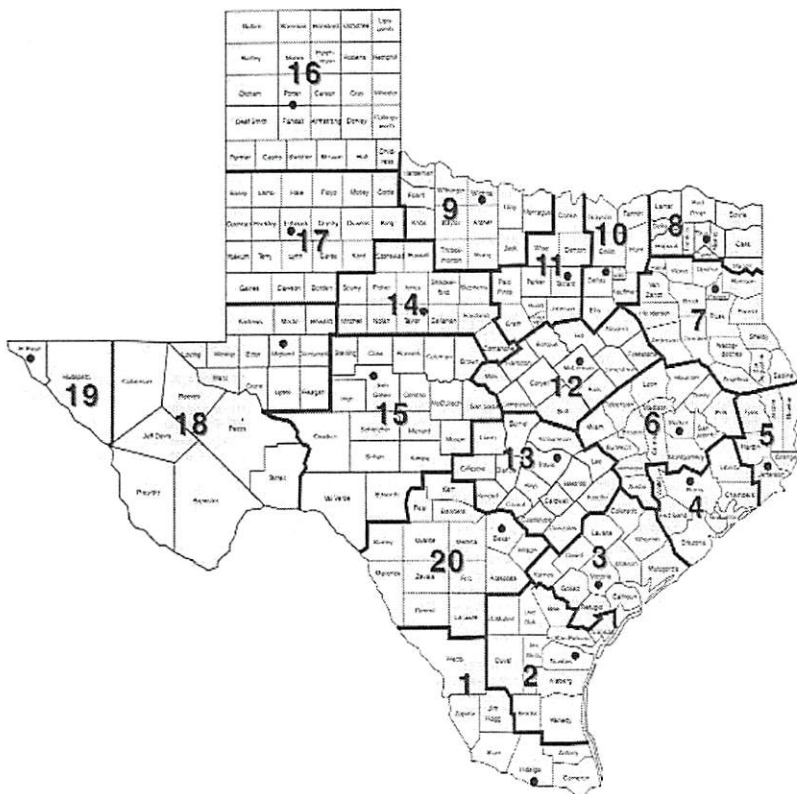
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ 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

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

Robert Swan

Printed Name

- ☐ 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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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.

Silsbee Ford

Name of Vendor

A handwritten signature in blue ink, appearing to read "Robert Swan", written over a horizontal line.

Signature of Authorized Company Official

521-16

Proposal Invitation Number

Robert Swan

Printed Name of Authorized Company Official

8/29/16

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: \$ 115,024,000 .00 (The period of the 12 month period is 8/1/15 / 8/1/16). 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.			
2. T-PASS	5%	300 units	net 30
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	6%	245 units	net 30
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 (%): 6% Proposed Discount (%): 6%

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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

FORM L

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	Syd Sexton	713.374.2278	6%	540	net 30
2. City of Austin	Kenneth Wykoff	512.978.2637	6%	702	net 30
3. City of Houston	Lena Farris	832.393.8729	5%	603	net 30
4. City of San Antonio	L.D. McGarity	210.207.7814	6%	628	net 30
5. TX Parks & Wildlife	John Wyatt	512.389.4964	5%	352	net 30

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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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.

Please see attached.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan". The signature is written in a cursive style.

Signature of Authorized Company Official

Robert Swan

Printed Name

Silsbee Ford Qualifying and Marketing Statements

A. Company

1. History—Silsbee Ford Inc. is located in Silsbee TX and are staffed by the award winning group previously employed by Philpott Motors Ltd. This Fleet and Government sales department has been active since 1995 with 70,000 (and counting) vehicles sold to over 3000 different customers across the country. Since 2002, this group has been the largest supplier of Ford vehicles to government customers in the United States. The group has held government vehicle contracts with H-GAC since 1997, TASB BuyBoard since 2005, Tarrant County Cooperative since 2002, and the State of Texas TBPC/TPASS since 2000.
2. Salespersons—Headed by Fleet Director Bobby Swan, Silsbee Fleet currently has 6 salespersons with a combined 90+ years of government sales expertise.
 - a. Cuyler Dodson—20 years government sales experience, office located in Montgomery Texas, toll free phone 936.597.5108, email cuylerdodson@gmail.com
 - b. Ken Durbin—20 years government sales experience, office located in Silsbee Texas, direct phone 409 284-1009, email kdurbin.cowboyfleet@gmail.com
 - c. Rick Brown—10 years sales experience, office located in Silsbee TX, direct phone 409.659.1555, email rbrown.silsbeefleet@gmail.com
 - d. Glen Angelle—8 years government sales experience, office located in Silsbee TX, direct phone 409.880.9191, email gangelle.cowboyfleet@gmail.com
 - e. Jarrod Runnels—15 years government sales experience, office located in Silsbee TX, direct phone 409.749.9556, email fleetsales@outlook.com
 - f. Richard Hyder—20 years government sales experience, office located in Silsbee TX, direct phone 409.300.1385, email rhyder.cowboyfleet@gmail.com
3. Outlets—Most vehicles are delivered from our facility in Silsbee. However, Silsbee Fleet can drop ship vehicles to many Ford locations for easy and cost effective delivery to our end users.
4. Support Centers—Vehicle warranty items can be handled at any manufacturer outlet. Problems with additional equipment will be handled on a case by case basis. If necessary, Silsbee Fleet will send technicians to the site of the problem vehicle for repair.
5. Annual sales

- a. 2014-15--\$49M in revenues, 2028 government vehicles sold
- b. 2016--\$115M in revenues, 3150 government vehicles sold (and counting)

B. Distribution

1. Processing and Shipping—Silsbee Fleet directly processes all vehicles from order to delivery. Vehicles are prepared and outfitted by our dedicated fleet technicians in our new facility in Silsbee, Texas. Additional equipment items, ranging from a simple toolbox to a \$25,000 emergency equipment build, are handled on premises. On larger delivery quantities, Silsbee Fleet subcontracts with a fully insured common carrier to expedite delivery while keeping purchased vehicle mileages at a minimum. A frequently used common carrier is Texas Auto Carriers, 5765 Bicentennial, San Antonio Texas. (210) 666-3333.
2. Retail Store locations—Silsbee Fleet's main office is located 1211 U.S Hwy 96 North, Silsbee, Texas.
3. Hours of operation—8:00am to 5:30pm Monday through Friday. Sales and service associates can also be reached after hours by cell. Phones numbers to the various offices and salespersons are attached.
4. Procedures—the Silsbee Fleet staff has a great deal of experience with government customers having held multiple government contracts for the last 20 years consecutively. Quotations are prepared and purchase orders received by individual salespersons. The purchase orders and accompanying documentation are then forwarded to the main office in Silsbee where they are processed using a central database system for record keeping. At all times during the order to delivery process, any salesperson or support staff can answer questions or determine status from any customer inquiry. Billing is prepared along with the completed vehicle(s) unless a customer requests advanced or special invoicing. Silsbee accepts checks and wire transfers.

C. Marketing

1. Plan—Silsbee Ford has been very active in promoting vehicle and equipment products in the government sector. We advertise in national law enforcement magazines such as "Police Fleet Manager", sponsor the Texas Police Chief Association, and attend important trade shows such as NAFA, Texas Sheriff's Show, Texas Police Chief Show, Police Fleet Expo East and Police Fleet Expo West. In addition, our experienced salespersons routinely contact our customers to stay acquainted with their vehicle and equipment needs. When new products become available, salespersons often bring demonstrators and pilot vehicles directly to the customer. We also use a combination of direct mail, e-mail, and internet presence

to inform our customers of sales specials, manufacturer updates, and cooperative purchasing information.

2. **Contract education**—All of Silsbee Fleet’s salespersons and staff are familiar with various cooperative purchasing contracts including contracts awarded by TASB BuyBoard. Still, continuing education is essential. When a new contract is awarded, the sales team and staff meet to discuss marketing and strategy for it, as well as any new contract language or requirements. They also review the pricing and specifications for the various items it contains. Additional meetings are held quarterly to dissect any problems or issues that arise. If new pricing and/or contract rules are implemented during the contract, the contract manager schedules an immediate meeting to keep the salespersons and staff up to date.
3. **End-User Complaints**—Silsbee Ford believes that customer service is paramount. When the occasional problem arises, a quick and efficient correction is in the best interest of the end user, Silsbee Ford, and the contracting entity. Often, a speedy resolution to a customer complaint is also the best sales tool for future orders. To that end, our approach to customer issues has historically been to “do graciously in the beginning what will be required in the end.” In a nutshell, just fix the problem without fuss. Each salesperson is empowered to fix a typical customer problem without the need for a layered management approval. If a customer simply cannot be satisfied, Silsbee Fordt will consider a reorder/replacement vehicle at no additional cost to the customer.

D. Account Manager—The Silsbee Ford BuyBoard account manager for 521-16 will be Richard Hyder. He can be reached at: direct phone 409.300.1385 and email at rhyder.cowboyfleet@gmail.com

E. Products

1. **Products provided**—Silsbee Ford is a Texas Automobile Dealer with Ford franchise P34381. Ford vehicles offered include sedans, sport utilities, vans, trucks, and crossovers. A complete description of vehicles and equipment offered is found in the Bid Forms.
2. **Services**—The Silsbee Fleet group specializes in law enforcement vehicles, providing packaged and custom installs for our police and fire customers, and is the largest supplier and installer of such equipment in the United States. Because of our expertise in this field, we also act as a consultant to various government entities, providing recommendations and education as law enforcement technology improves. The office staff routinely provides customers with current vehicle status, logistics and shipping recommendations, spec analysis, and budget preparation.

3. Backorder policy—In the event that an item is backordered, Silsbee Fleet will handle the conversion to the new order for the benefit of the customer. An additional purchase order will not be necessary. Pricing will hold firm unless the customer requests additions or deletions to the new order.
4. Information capacity-- Silsbee Ford not only has access to the latest manufacturer developments; we are often involved in their conception and integration. Because of our volume and customer relationships, Ford often requests that we obtain feedback from customers regarding vehicle performance, service issues, technical information, and potential option changes. This information is often passed on to customers to assist in their decision process on future purchases. In addition, we have a direct relationship with many aftermarket products including the latest in law enforcement technology. We provide measurements, technical information, and even demo vehicles to various equipment manufacturers to help them design and improve their products. We convey the experiences of our real world customers to manufacturers which facilitates upgrades in many types of products.

F. Administration

1. Capacity—Silsbee Ford has the personnel and communication capacity to handle a large volume of orders in an efficient and timely manner. Unlike in some smaller fleet operations, the customers can get answers, receive quotations, and place orders without delay. Each fleet salesperson can individually accept customer orders through direct contact, mail, email, and fax. In addition, we have a planned addition to our website which will allow for direct input of orders by customers. After orders are accepted by our salespersons, they are funneled to the main office where they are checked again for accuracy and completeness before additional processing. For payment, we accept checks, wire transfers, and credit cards.
2. Order processing—Silsbee Ford does not use an all-inclusive e-commerce system. It is our belief that ascertaining the needs of the customer involves much more than simply accepting a computer generated order. Often customers know what they want/need, but are unsure exactly which vehicle or options fill that demand. Without customer communication, the potential for an order error is simply too great. Our process is still simple and efficient. After communicating with a fleet salesperson, a purchase order is issued for the amount of the quotation. A database entry is created in-house for each vehicle involved and all information pertaining to the sale (customer info, vehicle info, purchase order, delivery specifics, etc) is entered. Each vehicle is treated as a separate sales/work project. PO# issue dates, factory order dates, manufacturer ETAs, arrival dates, work order dates, completion dates, delivery/billing dates and payment dates are all logged into this central source

as they happen. Inventory, status reports, and billing are generated for salespersons, fleet staff, and customers as necessary.

3. Existing cooperative purchasing programs—Silsbee Ford has had great success at administering government contracts and keeping a wide repeat customer base. Approximately 70% of the group's total sales volume is through multi-year cooperative purchasing contracts. In the past, contracts won by the Silsbee Ford have experienced tremendous growth both in numbers of customers and numbers of orders in large part due to the Silsbee Ford's existing customer base and its marketing efforts. Recently, the Fleet group held the following government contracts:
 - a. H-GAC VE11-15 Cars and Light Trucks—245+ vehicles delivered in TX, CA, NM, AL, NJ, RI, FL, NC, TN, DC, WA, MD, AND MN
 - b. TASB BuyBoard 430-13 Cars and Trucks—3700+ vehicles delivered
 - c. State of Texas 071-072-A2 Fleet Automobiles and Trucks—300+ vehicles delivered

G. Commitment Statements

1. Corporate Commitment—The staff at Silsbee Ford have a history of unparalleled sales and service to state and local governments. For the last 20 years, the group has been one of the nation's largest provider of government vehicles. Significant investments are continuing to be made at Silsbee in dealership facilities, staff, training, and inventory to continue leadership in this category. We employ the highly trained and experienced sales and support staff necessary to handle large volumes of customer contacts and orders in from the government sector.
2. Pricing Commitment—Silsbee Ford is committed to providing the very best pricing and service to its customers. The pricing contained in bid 521-16 reflects the lowest pricing and greatest value that we can offer. We are constantly working with manufacturers to provide the greatest incentives to our government customers. In the event that incentives increase or prices are lowered by the manufacturer, we will adjust as necessary and continue to provide BuyBoard end users the lowest possible price.
3. Sales Commitment—The Silsbee Fleet group has a history of aggressively marketing its products, services, and contracts nationwide. We have a presence in state and national trade shows, often in conjunction with manufacturers and cooperative contracting agencies. We communicate with customers via email, direct mail, and phone to explain the value and ease of cooperative purchasing. We would strongly urge BuyBoard to review our history and to pay particular attention to the number of purchase orders generated over the length of contracts 358-10 (as Philpott Ford)

and 430-13 (as Silsbee Ford). We welcome any comparison to the sales results from competing automobile vendors.



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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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

8/29/16

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: Silsbee Ford Inc.

*(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

x

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0533144

(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.)*

Silsbee Ford

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) SILSBEE FORD INC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) PO BOX 815 City, state, and ZIP code SILSBEE TX 77656	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

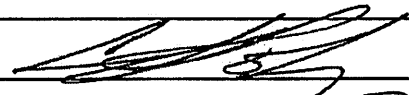
Employer identification number								
7	6	-	0	5	3	3	1	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/29/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☒ **YES, I agree to the above.** (Initial: ES)

☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: es)
☐ **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: es)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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.

Silsbee Ford

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT SWAN
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.~~

ROD



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.

Robert J. Swan

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: Ford Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
116	Ford Taurus SE (P2D)	Full Size Sedan	Taurus SE Sedan (P2D) - Taurus SE Trim Package, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ 18,873.00	FORD TAURUS SEDAN SE P2D	Per section II 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.)
117	Ford Fusion S (P0G)	Mid Size Sedan	Fusion S Sedan (P0G) - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 15,713.00	FORD FUSION S SEDAN P0G	Per section II 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
118	Ford Fiesta S (P4A)	Compact Sedan	Fiesta S Sedan (P4A) - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>11,911.00</u>	FORD FIESTA S SEDAN P4A	Per section II 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.)
119	Ford Mustang (P8A)	Coupe	Ford Mustang V6 (P8A) - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>20,933.00</u>	FORD MUSTANG V6 P8A	Per section II 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.)
120	Ford Focus S (P3E)	Compact Sedan	Focus S Sedan (P3E) - Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment.	\$ <u>12,920.00</u>	FORD FOCUS S SEDAN P3E	Per section II 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.)
121	Ford C-Max Hybrid (P5A)	Compact Sedan	C-Max Hybrid Sedan (C-Max P5A) - Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,935.00</u>	FORD C-MAX HYBRID SEDAN P5A	Per section II 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 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
122	Ford C-Max Energi (P5C)	Compact Sedan	C-Max Energi Sedan (C-Max P5C) - Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>28,128.00</u>	FORD C-MAX ENERGI SEDAN P5C	Per section II 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.)
123	Ford Police Interceptor AWD (P2M)	Law Enforcement Sedan AWD	Police Interceptor Sedan (P2M) - AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>21,912.00</u>	FORD POLICE INTERCEPTOR SEDAN P2M	Per section II 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.)
124	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	Police Interceptor Sport Utility (K8A) - AWD, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>23,713.00</u>	FORD POLICE INTERCEPTOR SUV K8A	Per section II 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	Base Model Price	State Brand and Model	Vehicle Options
125	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	Expedition SSV Utility (U1F-102A) - 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>27,639.00</u>	FORD EXPEDITION SSV U1F-102A	Per section II 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.)
126	Ford Explorer (K7B)	Sport Utility	Explorer Base Sport Utility (K7B) - Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,023.00</u>	FORD EXPLORER BASE K7B	Per section II 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.)
127	Ford Expedition XL (U1F-100A)	Sport Utility	Expedition XL Sport Utility (U1F-100A) - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>29,409.00</u>	FORD EXPEDITION XL U1F-100A	Per section II 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.)
128	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	Expedition EL Sport Utility (K1F-100A) - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>33,946.00</u>	FORD EXPEDITION EL K1F-100A	Per section II 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:

- * 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
129	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	Expedition SSV Extended Length Utility (K1F-102A) - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>30,996.00</u>	FORD EXPEDITION SSV EXT LENGTH K1F-102A	Per section II 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.)
130	Ford Escape S (U0F)	Sport Utility	Escape Sport Utility (U0F) - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>17,071.00</u>	FORD ESCAPE U0F	Per section II 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.)
131	Ford Edge SE (K3G)	Crossover Sport Utility	Edge Crossover Sport Utility (K3G) - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,833.00</u>	FORD EDGE SPORT UTILITY K3G	Per section II 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
132	Ford Flex (K5B)	Crossover Sport Utility	Flex Crossover (K5B) - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	\$ <u>24,529.00</u>	FORD FLEX CROSSOVER K5B	Per section II 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.)
133	Ford F150, Regular Cab (F1C)	Full Size Pickup	F-150 Pickup, Regular Cab (F1C) - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ <u>16,360.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II 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.)
134	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	F-150 Pickup, Regular Cab CNG/LPG - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.	\$ <u>16,465.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II 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.)
135	Ford F250, Regular Cab (F2A)	Full Size Pickup	F-250 Pickup, Regular Cab (F2A) - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>19,421.00</u>	FORD F250 REGULAR CAB PICK UP F2A	Per section II 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.)
136	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	F-350 Pickup, Regular Cab (F3A) - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>21,931.00</u>	FORD F350 REGULAR CAB PICK UP F3A	Per section II 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:

- * 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
137	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	F-350 Chassis Cab (F3E) - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,181.00</u>	FORD F350 CAB AND CHASSIS F3E	Per section II 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.)
138	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	F-450 Chassis Cab (F4G) - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,213.00</u>	FORD F450 REGULAR CAB AND CHASSIS F4G	Per section II 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.)
139	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	F-550 Chassis Cab (F5G) - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>28,329.00</u>	FORD F550 REGULAR CAB AND CHASSIS F5G	Per section II 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.)
140	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	F-650 Chassis Cab (F6A) - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>40,428.00</u>	FORD F650 REGULAR CAB & CHASSIS F6A	Per section II 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
141	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>41,042.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7A	Per section II 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.)
142	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	F-650 Chassis Cab (F6D) - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>47,317.00</u>	FORD F350 CAB AND CHASSIS F6D	Per section II 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.)
143	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>46,974.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7D	Per section II 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.)
144	Ford Transit Connect Wagon (S9E)	Wagon	Transit Connect Wagon (S9E) - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,597.00</u>	FORD TRANSIT CONNECT WAGON S9E	Per section II 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
145	Ford Transit Connect Van (S6E)	Cargo Van	Transit Connect Cargo Van (S6E) - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>18,018.00</u>	FORD TRANSIT CONNECT CARGO S6E	Per section II 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.)
146	Ford Transit 150, Passenger Van (E1C)	Cargo Van	T-150 Transit Cargo Van (E1C) - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,021.00</u>	FORD TRANSIT CARGO VAN E1C	Per section II 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.)
147	Ford Transit 250, Passenger Van (R1C)	Cargo Van	T-250 Transit Cargo Van (R1C) - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,754.00</u>	FORD TRANSIT 250 CARGO VAN R1C	Per section II 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.)
148	Ford Transit 350, Passenger Van (W9C)	Cargo Van	T-350 Transit Cargo Van (W9C) - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,548.00</u>	FORD TRANSIT 350 CARGO VAN W9C	Per section II 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
149	Ford Transit 150, Passenger Van (K1C)	Passenger Van	T-150 Transit Passenger Van (E1B) - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,633.00</u>	FORD TRANSIT 150 PASSENGER VAN E1B	Per section II 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.)
150	Ford Transit 350, Passenger Van (X2C)	Passenger Van	T-350 Transit Passenger Van (X2C) - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,043.00</u>	FORD TRANSIT 350 PASSENGER VAN X2C	Per section II 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.)
151	Ford Transit 250 Cutaway (R5P)	Cutaway	T-250 Transit Cutaway Chassis (R5P) - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,243.00</u>	FORD TRANSIT 250 CUTAWAY R5P	Per section II 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.)
152	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	T-250 Transit Cutaway Chassis Cab (R5Z) - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,655.00</u>	FORD TRANSIT CHASSIS CAB R5Z	Per section II 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:

- * 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
153	Ford E-350 Cutaway (E3F)	Cutaway Chassis	E-350 Cutaway Van Chassis (E3F) - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,333.00</u>	FORD E350 CUTAWAY VAN CHASSIS E3F	Per section II 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.)
154	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	E-350 Stripped Chassis - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>19,119.00</u>	FORD F350 STRIPPED CHASSIS E3K	Per section II 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.)
155	Ford E-450 Cutaway (E4F)	Cutaway Chassis	E-450 Cutaway Chassis Cab (E4F) - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,126.00</u>	FORD E450 CUTAWAY CHASSIS CAB E4F	Per section II 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.)
156	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	E-450 Stripped Chassis (E4K) - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,830.00</u>	FORD E450 STRIPPED CHASSIS E4K	Per section II 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:

- * 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 II: Ford 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
157	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	6 %		Per section II 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.)
158	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.	6 %		Per section II 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.)
159	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	2 %		Per section II 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	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
160	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	25 %		
161	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	1 %		
162	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	.5 %		

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	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
163	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	PROTECT VEHICLE E-PRICING ONLINE CALCULATOR	
Section III: FORD MODEL VEHICLES 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
164	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 70.00	BASED ON CHILTON LABOR TIME STANDARDS	VOLUME UPFIT DISCOUNT MAY APPLY
165	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile		COMMON CARRIER DISCOUNTS MAY APPLY FOR MULTIPLE VEHICLE ORDERS

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.

Manufacturer's Certification

ITB 01-071-000-C, Motor Vehicles

THIS IS TO CERTIFY THAT Silsbee Ford IS THE MANUFACTURER
(RESPONDENT'S NAME)

OR A MANUFACTURER'S AUTHORIZED DEALER OF Ford Motor Company
(MANUFACTURER / BRAND NAME)

IN THE STATE OF TEXAS AND AUTHORIZED TO SELL IN THE UNITED STATES.

BY:

MANUFACTURER NAME: Ford Motor Company

ADDRESS: 16800 Executive Plaza Drive, Dearborn MI 48126

TELEPHONE NUMBER: 313-390-1058

E-MAIL: randers1@ford.com

AUTHORIZED SIGNATURE: _____



TITLE: State & Local Government Sales Manager

PLEASE NOTE: THIS CERTIFICATION FORM MUST BE EXECUTED BY AN AUTHORIZED EMPLOYEE OF THE MANUFACTURER ONLY. DEALERS / REPRESENTATIVES ARE NOT AUTHORIZED TO EXECUTE THIS CERTIFICATION FORM ON BEHALF OF THE MANUFACTURER. THE MANUFACTURER MUST EXECUTE THIS CERTIFICATION FORM EVEN IF THEY ARE OFFERING THEIR OWN PRODUCTS. FAILURE TO SUBMIT THIS CERTIFICATION FORM WITH THE RESPONSE AS REQUIRED SHALL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

Control No. 232811


Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: C127275

GENERAL DISTINGUISHING NO: P34381

Motor Vehicle Dealer

SILSBEE FORD INC.
PO BOX 815
SILSBEE, TX 77656-0815

EXPIRES: 01/31/2017

PHYSICAL LOCATION:
1211 US HIGHWAY 96 N
SILSBEE, TX 77656-7190

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

MERCURY-AA, FORD-AA

ADDITIONAL LOCATION(S): For used vehicle sales only

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.



12007 Research Boulevard · Austin, Texas 78759-2439
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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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



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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.

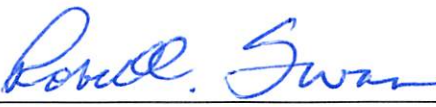
- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized
Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



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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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



**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.	\$ _____		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	\$ _____		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.	\$ _____		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. 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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 4**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Toyota Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
469	Hino 155 (Toyota)	Hino Model 155	Hino 155, Low Cab Over , 14,500 lbs GVW, Engine – Class 4, 5-liter J05 series engine rated at 210 HP and 440 lb.-ft. torque, complete with all manufacturer's standard equipment.	\$ _____		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.)



City of Galveston

FLEET FACILITIES STAFF REPORT

April 12, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed service vehicles and associated equipment (four Ford F150 Responders) from Silsbee Ford through Buy Board, for a total price of \$215,960 which will be funded from the vehicle capital outlay account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the Police Department.
- B. These new vehicles will replace patrol units which have been flagged by the Vehicle Replacement Program. Those units will be cleaned and auctioned off benefiting the city coffers. Some retired units will be assigned as take home vehicles for officers' residing on the island.
- C. The Vehicle Replacement Program scores vehicles by analyzing their age, mileage and operational costs in real time and flags equipment that have reached preset limitations for its classification. Replacement funds are earmarked for these vehicles during the budget process by utilizing their original purchase price and date, plus inflation.
- D. Buy Board and HGAC Buy are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The garage has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option.
- E. Vehicle descriptions are listed on the attached sheet.
- F. The extended purchase price for this package is \$215,960.
- G. Silsbee Ford is located in Silsbee Texas.





City of Galveston

FLEET FACILITIES STAFF REPORT

- H. Delivery should be within 90 to 150 days from the date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- I. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed service vehicles and associated equipment (four Ford F150 Responder) from Silsbee Ford through Buy Board, for a total price of \$215,960 which will be funded from the vehicle capital outlay account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

- A. City Council approves the purchase of the listed vehicles.
 - 1. Cost - \$215,960
 - 2. Timing - Delivery should be within 60-150 days.
 - 3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.
- B. City Council does not approve the purchase of the listed vehicles.
 - 1. Cost - no additional cost at this time.
 - 2. Timing - N/A
 - 3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed service vehicles and associated equipment (four Ford F150 Responder) from Silsbee Ford through Buy





City of Galveston

FLEET FACILITIES STAFF REPORT

Board, for a total price of \$215,960 which will be funded from the vehicle capital outlay account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Vehicle Replacement Fund 170100-0100-419000-564003
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



PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF GALVESTON

Prepared by: RICHARD HYDER

Contact: DAVID SMITH

Phone: (409) 300-1385

Email:

Email: rhyder.cowboyfleet@gmail.com

Product Description: 2018 FORD F150

Date: April 12, 2018

A. Bid Series: 102

A. Base Price: \$ 16,360.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W1P	RESPONDER CREW CAB 4X4 5.5' BED	\$ 19,135.00	102B	INSTALLATION	\$ 1,950.00
99G	3.5L V6 ECOBOOST	\$ -		INSTALL CUST SUPPLIED GRAPHICS	\$ 75.00
85A	POWER EQUIPMENT GROUP	\$ -			
50S	CRUISE CONTROL	\$ -			
YZ	EXTERIOR WHITE	\$ -			
PG	POLICE SEATING	\$ -			
	REAR VIEW CAMERA	\$ -			
18B	RUNNING BOARDS	\$ 235.00			
	DRIVER SIDE LED SPOTLIGHT	\$ 395.00			
WGV	WATCHGUARD 4RE BUNDLE	\$ 5,700.00			
	911 WIRING HARNESS/ CHARGE GUARD	\$ 745.00			
Total of B. Published Options:					\$ 28,235.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 20.5 %

Options	Bid Price	Options	Bid Price
WHELEN LEGACY LIGHTBAR W/ CARBIDE	\$ 3,800.00	SO MPOWER RBW X2 GRILL MOUNT	\$ 250.00
CONTROLLER/SPEAKER/HOWLER		WHELEN TRAFFIC ADVISOR	\$ 550.00
VERTEX RED TAILLIGHTS, CLEAR REV LIGHTS	\$ 340.00	HAVIS CONSOLE/DOCKING STATION TO SPEC	\$ 1,450.00
VERTEX CLEAR HEADLIGHTS	\$ 170.00	SETINA SIDE AND REAR WINDOW ARMOR	\$ 450.00
SETINA 10V PARTITION	\$ 790.00	BROTHER PRINTER	\$ 695.00
SO MPOWER RBW X4 ON RUNNING BOARDS	\$ 500.00	MAGNETIC STRIPE READER	\$ 125.00
Total of C. Unpublished Options:			\$ 9,120.00

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

\$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

J. Additional Delivery Charge: 100 miles

\$ 175.00

K. Subtotal:

\$ 53,890.00

L. Quantity Ordered 4 x K =

\$ 215,560.00

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 215,960.00



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 9, 2017

Sent via email to: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee TX 77656

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, & Service Labor
BuyBoard Contract 521-16

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, & Service Labor, Contract 521-16, effective December 1, 2016 through November 30, 2017, with two possible one-year renewals. At this time, we are renewing your contract through **November 30, 2018.**

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee, TX 77656

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: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee, TX 77656

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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16738

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

Silsbee Ford

Name of Proposing Company

8/29/16

Date

1211 US Hwy 96 N

Street Address



Signature of Authorized Company Official

Silsbee TX 77656

City, State, Zip

Robert Swan

Printed Name of Authorized Company Official

409.895.3800

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

409.895.3884

Fax Number of Authorized Company Official

76-0533144

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;

E-y N-y H-N

USB & Printlist



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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: Silsbee Ford General Contact Name: Richard Hyder

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: rhyder.cowboyfleet@gmail.com
- Internet Contact: Richard Hyder Phone: 409.300.1385
- Alternate E-mail Address: jrunnels.cowboyfleet@gmail.com
- Alternate Internet Contact: Jarrold Runnels Phone: 409.749.9556
- ☐ I will receive purchase orders via **FAX**.
- Fax Number: _____
- Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: rhyder.cowboyfleet@gmail.com

Alternate E-mail Address: jrunnels.cowboyfleet@gmail.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: 1211 US Hwy 96 N Department: Fleet

City: Silsbee State: TX Zip Code: 77656

Contact Name: Mary Falgout Phone: 409.960.8305

Fax: 409.895.3884 E-mail Address: mfgaltout.silsbeefleet@gmail.com

Alternative E-mail Address: tdurbin.cowboyfleet@gmail.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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) 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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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:

N/A

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.

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

ROBERT SWAN

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.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan".

Signature of Authorized Company Official

Robert Swan

Printed Name

8/29/16

Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.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: 60-90 ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy:

25% restocking fee during first 30 days after delivery

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

FORM G

Robert Swan

Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Silsbee Ford

Company Name

1211 US Hwy 96 N

Address

Silsbee

TX

77656

City

State

Zip

409.895.3800

409.895.3884

Phone Number

Fax Number

Robert Swan

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



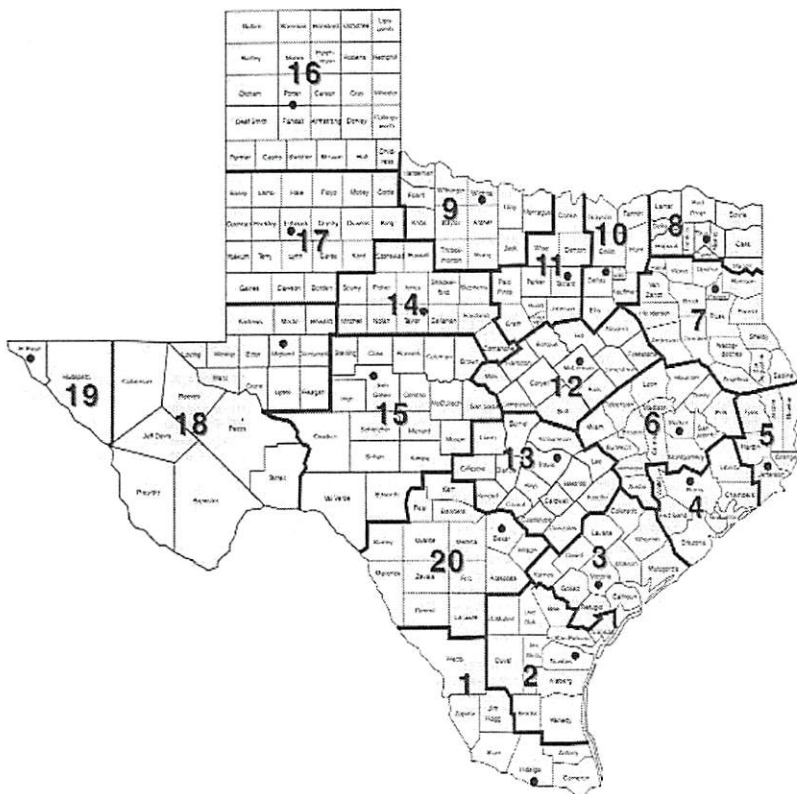
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ 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

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

Robert Swan

Printed Name

- ☐ 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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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.

Silsbee Ford

Name of Vendor

A handwritten signature in blue ink that reads "Robert Swan".

Signature of Authorized Company Official

521-16

Proposal Invitation Number

Robert Swan

Printed Name of Authorized Company Official

8/29/16

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: \$ 115,024,000 .00 (The period of the 12 month period is 8/1/15 / 8/1/16). 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.			
2. T-PASS	5%	300 units	net 30
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	6%	245 units	net 30
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 (%): 6% Proposed Discount (%): 6%

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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

FORM L

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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	Syd Sexton	713.374.2278	6%	540	net 30
2. City of Austin	Kenneth Wykoff	512.978.2637	6%	702	net 30
3. City of Houston	Lena Farris	832.393.8729	5%	603	net 30
4. City of San Antonio	L.D. McGarity	210.207.7814	6%	628	net 30
5. TX Parks & Wildlife	John Wyatt	512.389.4964	5%	352	net 30

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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

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.

Please see attached.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan". The signature is written in a cursive style.

Signature of Authorized Company Official

Robert Swan

Printed Name

Silsbee Ford Qualifying and Marketing Statements

A. Company

1. History—Silsbee Ford Inc. is located in Silsbee TX and are staffed by the award winning group previously employed by Philpott Motors Ltd. This Fleet and Government sales department has been active since 1995 with 70,000 (and counting) vehicles sold to over 3000 different customers across the country. Since 2002, this group has been the largest supplier of Ford vehicles to government customers in the United States. The group has held government vehicle contracts with H-GAC since 1997, TASB BuyBoard since 2005, Tarrant County Cooperative since 2002, and the State of Texas TBPC/TPASS since 2000.
2. Salespersons—Headed by Fleet Director Bobby Swan, Silsbee Fleet currently has 6 salespersons with a combined 90+ years of government sales expertise.
 - a. Cuyler Dodson—20 years government sales experience, office located in Montgomery Texas, toll free phone 936.597.5108, email cuylerdodson@gmail.com
 - b. Ken Durbin—20 years government sales experience, office located in Silsbee Texas, direct phone 409 284-1009, email kdurbin.cowboyfleet@gmail.com
 - c. Rick Brown—10 years sales experience, office located in Silsbee TX, direct phone 409.659.1555, email rbrown.silsbeefleet@gmail.com
 - d. Glen Angelle—8 years government sales experience, office located in Silsbee TX, direct phone 409.880.9191, email gangelle.cowboyfleet@gmail.com
 - e. Jarrod Runnels—15 years government sales experience, office located in Silsbee TX, direct phone 409.749.9556, email fleetsales@outlook.com
 - f. Richard Hyder—20 years government sales experience, office located in Silsbee TX, direct phone 409.300.1385, email rhyder.cowboyfleet@gmail.com
3. Outlets—Most vehicles are delivered from our facility in Silsbee. However, Silsbee Fleet can drop ship vehicles to many Ford locations for easy and cost effective delivery to our end users.
4. Support Centers—Vehicle warranty items can be handled at any manufacturer outlet. Problems with additional equipment will be handled on a case by case basis. If necessary, Silsbee Fleet will send technicians to the site of the problem vehicle for repair.
5. Annual sales

- a. 2014-15--\$49M in revenues, 2028 government vehicles sold
- b. 2016--\$115M in revenues, 3150 government vehicles sold (and counting)

B. Distribution

1. Processing and Shipping—Silsbee Fleet directly processes all vehicles from order to delivery. Vehicles are prepared and outfitted by our dedicated fleet technicians in our new facility in Silsbee, Texas. Additional equipment items, ranging from a simple toolbox to a \$25,000 emergency equipment build, are handled on premises. On larger delivery quantities, Silsbee Fleet subcontracts with a fully insured common carrier to expedite delivery while keeping purchased vehicle mileages at a minimum. A frequently used common carrier is Texas Auto Carriers, 5765 Bicentennial, San Antonio Texas. (210) 666-3333.
2. Retail Store locations—Silsbee Fleet's main office is located 1211 U.S Hwy 96 North, Silsbee, Texas.
3. Hours of operation—8:00am to 5:30pm Monday through Friday. Sales and service associates can also be reached after hours by cell. Phone numbers to the various offices and salespersons are attached.
4. Procedures—the Silsbee Fleet staff has a great deal of experience with government customers having held multiple government contracts for the last 20 years consecutively. Quotations are prepared and purchase orders received by individual salespersons. The purchase orders and accompanying documentation are then forwarded to the main office in Silsbee where they are processed using a central database system for record keeping. At all times during the order to delivery process, any salesperson or support staff can answer questions or determine status from any customer inquiry. Billing is prepared along with the completed vehicle(s) unless a customer requests advanced or special invoicing. Silsbee accepts checks and wire transfers.

C. Marketing

1. Plan—Silsbee Ford has been very active in promoting vehicle and equipment products in the government sector. We advertise in national law enforcement magazines such as "Police Fleet Manager", sponsor the Texas Police Chief Association, and attend important trade shows such as NAFA, Texas Sheriff's Show, Texas Police Chief Show, Police Fleet Expo East and Police Fleet Expo West. In addition, our experienced salespersons routinely contact our customers to stay acquainted with their vehicle and equipment needs. When new products become available, salespersons often bring demonstrators and pilot vehicles directly to the customer. We also use a combination of direct mail, e-mail, and internet presence

to inform our customers of sales specials, manufacturer updates, and cooperative purchasing information.

2. **Contract education**—All of Silsbee Fleet’s salespersons and staff are familiar with various cooperative purchasing contracts including contracts awarded by TASB BuyBoard. Still, continuing education is essential. When a new contract is awarded, the sales team and staff meet to discuss marketing and strategy for it, as well as any new contract language or requirements. They also review the pricing and specifications for the various items it contains. Additional meetings are held quarterly to dissect any problems or issues that arise. If new pricing and/or contract rules are implemented during the contract, the contract manager schedules an immediate meeting to keep the salespersons and staff up to date.
3. **End-User Complaints**—Silsbee Ford believes that customer service is paramount. When the occasional problem arises, a quick and efficient correction is in the best interest of the end user, Silsbee Ford, and the contracting entity. Often, a speedy resolution to a customer complaint is also the best sales tool for future orders. To that end, our approach to customer issues has historically been to “do graciously in the beginning what will be required in the end.” In a nutshell, just fix the problem without fuss. Each salesperson is empowered to fix a typical customer problem without the need for a layered management approval. If a customer simply cannot be satisfied, Silsbee Fordt will consider a reorder/replacement vehicle at no additional cost to the customer.

D. Account Manager—The Silsbee Ford BuyBoard account manager for 521-16 will be Richard Hyder. He can be reached at: direct phone 409.300.1385 and email at rhyder.cowboyfleet@gmail.com

E. Products

1. **Products provided**—Silsbee Ford is a Texas Automobile Dealer with Ford franchise P34381. Ford vehicles offered include sedans, sport utilities, vans, trucks, and crossovers. A complete description of vehicles and equipment offered is found in the Bid Forms.
2. **Services**—The Silsbee Fleet group specializes in law enforcement vehicles, providing packaged and custom installs for our police and fire customers, and is the largest supplier and installer of such equipment in the United States. Because of our expertise in this field, we also act as a consultant to various government entities, providing recommendations and education as law enforcement technology improves. The office staff routinely provides customers with current vehicle status, logistics and shipping recommendations, spec analysis, and budget preparation.

3. Backorder policy—In the event that an item is backordered, Silsbee Fleet will handle the conversion to the new order for the benefit of the customer. An additional purchase order will not be necessary. Pricing will hold firm unless the customer requests additions or deletions to the new order.
4. Information capacity-- Silsbee Ford not only has access to the latest manufacturer developments; we are often involved in their conception and integration. Because of our volume and customer relationships, Ford often requests that we obtain feedback from customers regarding vehicle performance, service issues, technical information, and potential option changes. This information is often passed on to customers to assist in their decision process on future purchases. In addition, we have a direct relationship with many aftermarket products including the latest in law enforcement technology. We provide measurements, technical information, and even demo vehicles to various equipment manufacturers to help them design and improve their products. We convey the experiences of our real world customers to manufacturers which facilitates upgrades in many types of products.

F. Administration

1. Capacity—Silsbee Ford has the personnel and communication capacity to handle a large volume of orders in an efficient and timely manner. Unlike in some smaller fleet operations, the customers can get answers, receive quotations, and place orders without delay. Each fleet salesperson can individually accept customer orders through direct contact, mail, email, and fax. In addition, we have a planned addition to our website which will allow for direct input of orders by customers. After orders are accepted by our salespersons, they are funneled to the main office where they are checked again for accuracy and completeness before additional processing. For payment, we accept checks, wire transfers, and credit cards.
2. Order processing—Silsbee Ford does not use an all-inclusive e-commerce system. It is our belief that ascertaining the needs of the customer involves much more than simply accepting a computer generated order. Often customers know what they want/need, but are unsure exactly which vehicle or options fill that demand. Without customer communication, the potential for an order error is simply too great. Our process is still simple and efficient. After communicating with a fleet salesperson, a purchase order is issued for the amount of the quotation. A database entry is created in-house for each vehicle involved and all information pertaining to the sale (customer info, vehicle info, purchase order, delivery specifics, etc) is entered. Each vehicle is treated as a separate sales/work project. PO# issue dates, factory order dates, manufacturer ETAs, arrival dates, work order dates, completion dates, delivery/billing dates and payment dates are all logged into this central source

as they happen. Inventory, status reports, and billing are generated for salespersons, fleet staff, and customers as necessary.

3. Existing cooperative purchasing programs—Silsbee Ford has had great success at administering government contracts and keeping a wide repeat customer base. Approximately 70% of the group's total sales volume is through multi-year cooperative purchasing contracts. In the past, contracts won by the Silsbee Ford have experienced tremendous growth both in numbers of customers and numbers of orders in large part due to the Silsbee Ford's existing customer base and its marketing efforts. Recently, the Fleet group held the following government contracts:
 - a. H-GAC VE11-15 Cars and Light Trucks—245+ vehicles delivered in TX, CA, NM, AL, NJ, RI, FL, NC, TN, DC, WA, MD, AND MN
 - b. TASB BuyBoard 430-13 Cars and Trucks—3700+ vehicles delivered
 - c. State of Texas 071-072-A2 Fleet Automobiles and Trucks—300+ vehicles delivered

G. Commitment Statements

1. Corporate Commitment—The staff at Silsbee Ford have a history of unparalleled sales and service to state and local governments. For the last 20 years, the group has been one of the nation's largest provider of government vehicles. Significant investments are continuing to be made at Silsbee in dealership facilities, staff, training, and inventory to continue leadership in this category. We employ the highly trained and experienced sales and support staff necessary to handle large volumes of customer contacts and orders in from the government sector.
2. Pricing Commitment—Silsbee Ford is committed to providing the very best pricing and service to its customers. The pricing contained in bid 521-16 reflects the lowest pricing and greatest value that we can offer. We are constantly working with manufacturers to provide the greatest incentives to our government customers. In the event that incentives increase or prices are lowered by the manufacturer, we will adjust as necessary and continue to provide BuyBoard end users the lowest possible price.
3. Sales Commitment—The Silsbee Fleet group has a history of aggressively marketing its products, services, and contracts nationwide. We have a presence in state and national trade shows, often in conjunction with manufacturers and cooperative contracting agencies. We communicate with customers via email, direct mail, and phone to explain the value and ease of cooperative purchasing. We would strongly urge BuyBoard to review our history and to pay particular attention to the number of purchase orders generated over the length of contracts 358-10 (as Philpott Ford)

and 430-13 (as Silsbee Ford). We welcome any comparison to the sales results from competing automobile vendors.



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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.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

8/29/16

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: Silsbee Ford Inc.

*(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 x

Limited Liability Company _____

Partnership _____

Other _____

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0533144

(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.)*

Silsbee Ford

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) SILSBEE FORD INC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) PO BOX 815 City, state, and ZIP code SILSBEE TX 77656	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

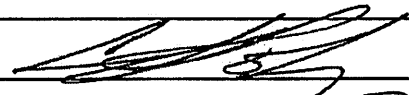
Employer identification number								
7	6	-	0	5	3	3	1	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/29/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☒ **YES, I agree to the above.** (Initial: ES)

☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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: es)
☐ **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: es)
☐ **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: RS)
☐ **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: RS)
☐ **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: RS)
☐ **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.

Silsbee Ford

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT SWAN
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.~~

ROD



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.

Robert J. Swan

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: Ford Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
116	Ford Taurus SE (P2D)	Full Size Sedan	Taurus SE Sedan (P2D) - Taurus SE Trim Package, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ 18,873.00	FORD TAURUS SEDAN SE P2D	Per section II 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.)
117	Ford Fusion S (P0G)	Mid Size Sedan	Fusion S Sedan (P0G) - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 15,713.00	FORD FUSION S SEDAN P0G	Per section II 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
118	Ford Fiesta S (P4A)	Compact Sedan	Fiesta S Sedan (P4A) - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>11,911.00</u>	FORD FIESTA S SEDAN P4A	Per section II 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.)
119	Ford Mustang (P8A)	Coupe	Ford Mustang V6 (P8A) - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>20,933.00</u>	FORD MUSTANG V6 P8A	Per section II 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.)
120	Ford Focus S (P3E)	Compact Sedan	Focus S Sedan (P3E) - Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment.	\$ <u>12,920.00</u>	FORD FOCUS S SEDAN P3E	Per section II 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.)
121	Ford C-Max Hybrid (P5A)	Compact Sedan	C-Max Hybrid Sedan (C-Max P5A) - Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,935.00</u>	FORD C-MAX HYBRID SEDAN P5A	Per section II 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:

- * 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
122	Ford C-Max Energi (P5C)	Compact Sedan	C-Max Energi Sedan (C-Max P5C) - Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>28,128.00</u>	FORD C-MAX ENERGI SEDAN P5C	Per section II 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.)
123	Ford Police Interceptor AWD (P2M)	Law Enforcement Sedan AWD	Police Interceptor Sedan (P2M) - AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>21,912.00</u>	FORD POLICE INTERCEPTOR SEDAN P2M	Per section II 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.)
124	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	Police Interceptor Sport Utility (K8A) - AWD, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>23,713.00</u>	FORD POLICE INTERCEPTOR SUV K8A	Per section II 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	Base Model Price	State Brand and Model	Vehicle Options
125	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	Expedition SSV Utility (U1F-102A) - 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>27,639.00</u>	FORD EXPEDITION SSV U1F-102A	Per section II 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.)
126	Ford Explorer (K7B)	Sport Utility	Explorer Base Sport Utility (K7B) - Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,023.00</u>	FORD EXPLORER BASE K7B	Per section II 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.)
127	Ford Expedition XL (U1F-100A)	Sport Utility	Expedition XL Sport Utility (U1F-100A) - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>29,409.00</u>	FORD EXPEDITION XL U1F-100A	Per section II 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.)
128	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	Expedition EL Sport Utility (K1F-100A) - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>33,946.00</u>	FORD EXPEDITION EL K1F-100A	Per section II 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:

- * 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
129	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	Expedition SSV Extended Length Utility (K1F-102A) - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>30,996.00</u>	FORD EXPEDITION SSV EXT LENGTH K1F-102A	Per section II 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.)
130	Ford Escape S (U0F)	Sport Utility	Escape Sport Utility (U0F) - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>17,071.00</u>	FORD ESCAPE U0F	Per section II 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.)
131	Ford Edge SE (K3G)	Crossover Sport Utility	Edge Crossover Sport Utility (K3G) - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,833.00</u>	FORD EDGE SPORT UTILITY K3G	Per section II 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:

- * 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
132	Ford Flex (K5B)	Crossover Sport Utility	Flex Crossover (K5B) - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	\$ <u>24,529.00</u>	FORD FLEX CROSSOVER K5B	Per section II 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.)
133	Ford F150, Regular Cab (F1C)	Full Size Pickup	F-150 Pickup, Regular Cab (F1C) - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ <u>16,360.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II 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.)
134	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	F-150 Pickup, Regular Cab CNG/LPG - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.	\$ <u>16,465.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II 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.)
135	Ford F250, Regular Cab (F2A)	Full Size Pickup	F-250 Pickup, Regular Cab (F2A) - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>19,421.00</u>	FORD F250 REGULAR CAB PICK UP F2A	Per section II 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.)
136	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	F-350 Pickup, Regular Cab (F3A) - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>21,931.00</u>	FORD F350 REGULAR CAB PICK UP F3A	Per section II 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:

- * 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
137	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	F-350 Chassis Cab (F3E) - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,181.00</u>	FORD F350 CAB AND CHASSIS F3E	Per section II 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.)
138	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	F-450 Chassis Cab (F4G) - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,213.00</u>	FORD F450 REGULAR CAB AND CHASSIS F4G	Per section II 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.)
139	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	F-550 Chassis Cab (F5G) - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>28,329.00</u>	FORD F550 REGULAR CAB AND CHASSIS F5G	Per section II 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.)
140	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	F-650 Chassis Cab (F6A) - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>40,428.00</u>	FORD F650 REGULAR CAB & CHASSIS F6A	Per section II 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.)

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
141	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>41,042.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7A	Per section II 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.)
142	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	F-650 Chassis Cab (F6D) - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>47,317.00</u>	FORD F350 CAB AND CHASSIS F6D	Per section II 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.)
143	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>46,974.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7D	Per section II 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.)
144	Ford Transit Connect Wagon (S9E)	Wagon	Transit Connect Wagon (S9E) - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,597.00</u>	FORD TRANSIT CONNECT WAGON S9E	Per section II 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
145	Ford Transit Connect Van (S6E)	Cargo Van	Transit Connect Cargo Van (S6E) - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>18,018.00</u>	FORD TRANSIT CONNECT CARGO S6E	Per section II 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.)
146	Ford Transit 150, Passenger Van (E1C)	Cargo Van	T-150 Transit Cargo Van (E1C) - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,021.00</u>	FORD TRANSIT CARGO VAN E1C	Per section II 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.)
147	Ford Transit 250, Passenger Van (R1C)	Cargo Van	T-250 Transit Cargo Van (R1C) - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,754.00</u>	FORD TRANSIT 250 CARGO VAN R1C	Per section II 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.)
148	Ford Transit 350, Passenger Van (W9C)	Cargo Van	T-350 Transit Cargo Van (W9C) - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,548.00</u>	FORD TRANSIT 350 CARGO VAN W9C	Per section II 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
149	Ford Transit 150, Passenger Van (K1C)	Passenger Van	T-150 Transit Passenger Van (E1B) - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,633.00</u>	FORD TRANSIT 150 PASSENGER VAN E1B	Per section II 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.)
150	Ford Transit 350, Passenger Van (X2C)	Passenger Van	T-350 Transit Passenger Van (X2C) - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,043.00</u>	FORD TRANSIT 350 PASSENGER VAN X2C	Per section II 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.)
151	Ford Transit 250 Cutaway (R5P)	Cutaway	T-250 Transit Cutaway Chassis (R5P) - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,243.00</u>	FORD TRANSIT 250 CUTAWAY R5P	Per section II 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.)
152	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	T-250 Transit Cutaway Chassis Cab (R5Z) - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,655.00</u>	FORD TRANSIT CHASSIS CAB R5Z	Per section II 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:

- * 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
153	Ford E-350 Cutaway (E3F)	Cutaway Chassis	E-350 Cutaway Van Chassis (E3F) - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,333.00</u>	FORD E350 CUTAWAY VAN CHASSIS E3F	Per section II 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.)
154	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	E-350 Stripped Chassis - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>19,119.00</u>	FORD F350 STRIPPED CHASSIS E3K	Per section II 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.)
155	Ford E-450 Cutaway (E4F)	Cutaway Chassis	E-450 Cutaway Chassis Cab (E4F) - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,126.00</u>	FORD E450 CUTAWAY CHASSIS CAB E4F	Per section II 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.)
156	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	E-450 Stripped Chassis (E4K) - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,830.00</u>	FORD E450 STRIPPED CHASSIS E4K	Per section II 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 II: Ford 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
157	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	6 %		Per section II 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.)
158	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.	6 %		Per section II 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.)
159	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	2 %		Per section II 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	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
160	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	25 %		
161	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	1 %		
162	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	.5 %		

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	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
163	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	PROTECT VEHICLE E-PRICING ONLINE CALCULATOR	
Section III: FORD MODEL VEHICLES 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
164	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 70.00	BASED ON CHILTON LABOR TIME STANDARDS	VOLUME UPFIT DISCOUNT MAY APPLY
165	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile		COMMON CARRIER DISCOUNTS MAY APPLY FOR MULTIPLE VEHICLE ORDERS

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.

Manufacturer's Certification

ITB 01-071-000-C, Motor Vehicles

THIS IS TO CERTIFY THAT Silsbee Ford IS THE MANUFACTURER
(RESPONDENT'S NAME)

OR A MANUFACTURER'S AUTHORIZED DEALER OF Ford Motor Company
(MANUFACTURER / BRAND NAME)

IN THE STATE OF TEXAS AND AUTHORIZED TO SELL IN THE UNITED STATES.

BY:

MANUFACTURER NAME: Ford Motor Company

ADDRESS: 16800 Executive Plaza Drive, Dearborn MI 48126

TELEPHONE NUMBER: 313-390-1058

E-MAIL: randers1@ford.com

AUTHORIZED SIGNATURE: 

TITLE: State & Local Government Sales Manager

PLEASE NOTE: THIS CERTIFICATION FORM MUST BE EXECUTED BY AN AUTHORIZED EMPLOYEE OF THE MANUFACTURER ONLY. DEALERS / REPRESENTATIVES ARE NOT AUTHORIZED TO EXECUTE THIS CERTIFICATION FORM ON BEHALF OF THE MANUFACTURER. THE MANUFACTURER MUST EXECUTE THIS CERTIFICATION FORM EVEN IF THEY ARE OFFERING THEIR OWN PRODUCTS. FAILURE TO SUBMIT THIS CERTIFICATION FORM WITH THE RESPONSE AS REQUIRED SHALL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

Control No. 232811


Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: C127275

GENERAL DISTINGUISHING NO: P34381

Motor Vehicle Dealer

SILSBEE FORD INC.
PO BOX 815
SILSBEE, TX 77656-0815

EXPIRES: 01/31/2017

PHYSICAL LOCATION:
1211 US HIGHWAY 96 N
SILSBEE, TX 77656-7190

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

MERCURY-AA, FORD-AA

ADDITIONAL LOCATION(S): For used vehicle sales only

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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**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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



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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.

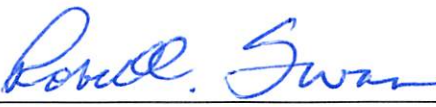
- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized
Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



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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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



**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.	\$ _____		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	\$ _____		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.	\$ _____		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. 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: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 4**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Toyota Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
469	Hino 155 (Toyota)	Hino Model 155	Hino 155, Low Cab Over, 14,500 lbs GVW, Engine – Class 4, 5-liter J05 series engine rated at 210 HP and 440 lb.-ft. torque, complete with all manufacturer's standard equipment.	\$ _____		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.)



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

April 9th, 2018

To: Brian Maxwell, City Manager

From: Vernon L. Hale, Chief of Police

RE: Approval to pay the Galveston County Emergency Communication District (GCECD) for annual radio airtime fees in the amount of \$29,790.00. The cost is budgeted in the Police Department's Maintenance Contracts line.

I. Background

- A. The Galveston Police Department's radio system operates in the Galveston County Emergency Communication District. All police department radios require the use of repeaters and radio trunking systems. The GCECD owns, operates, and maintains these sites and equipment through payment from area public safety agencies.
- B. The City of Galveston works through an inter-local agreement with the Galveston County Emergency Communications District to provide this service.

II. Current Situation

The Police Department needs approval to fund annual radio airtime fees in the amount of \$29,790.00.

III. Issues

1. Cost – The total cost for the services provided is \$29,790.00
2. Timing – The payment is necessary to continue radio operations.
3. Departmental Improvements – The department will be able to use police radios and frequencies to respond to calls for service and communications.

IV. Alternatives in order of priority

- A. Approval of the payment of the annual radio airtime fee.
- B. Do not approve the payment of the annual radio airtime fee.





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

V. Recommendation

Concur in *Alternative A* and grant approval of the payment of radio airtime fees.

VI. Fiscal Impact Report

Requested by:

Vernon L. Hale
Chief of Police

Funding Source:

0100-211415-531240-421000
Police Service Support - Maintenance Contracts

Costs of implementation:

Total: \$29,790.00

Respectfully Submitted,

Vernon L. Hale
Chief of Police

Approved,

Brian Maxwell
City Manager



Galveston County Emergency
Communication District
1353 FM 646 Rd W, Suite 101
Dickinson, TX 77539

Invoice

Date	Invoice #
1/10/2018	2018-011

Bill To
City of Galveston- Police Department Attn: Accounts Payable- Robert Simmons PO Box 779 Galveston, TX 77553

Quantity	Description	Price Each	Amount
331	Annual Radio Airtime for Governmental User Texas Sales Tax	90.00 8.00%	29,790.00 0.00
RECEIVED JAN 16 2018 BY: A/P			

Total

\$29,790.00

Galveston County – Regional Trunked Radio System

Agreement

This agreement is made and entered into and executed by and between the Galveston County Emergency Communication District (GCECD) called "District" and the CITY OF GALVESTON, a political subdivision of the State of Texas or any Governmental Agency within Galveston County, Texas, or any volunteer fire department within Galveston County, Texas, or any commercial entity authorized by the GCECD, acting by and through its governing body, called "User".

Recitals

Whereas, District has a trunked 800 megahertz Public Safety Radio and ID duly licensed by the Federal Communication Commission (FCC) for operation of same; and

Whereas, District desires to accommodate additional radio units on it's trunked 800 MHz radio system under a usage plan of such system; and

Whereas User desires to use District's Radio System to communicate among it's various Radio Units on a Primary Dispatch System; and

Whereas, the governing body of District has duly authorized this agreement;

Whereas, the governing body of User has duly authorized this agreement;

Whereas, this agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code;

For and in conjunction of the mutual promises, obligations and benefits hereinafter set forth, District and User hereby agree as follows:

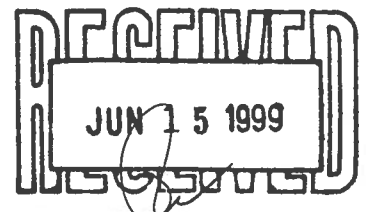
I Definitions

A. Primary Dispatch System:

A communication system upon which the User, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions.

B. Radio System:

A trunked 800 Megahertz Public Safety Radio System owned by the Galveston County Emergency Communication District and licensed by the FCC and that enable the engagement of radio communications via Radio Units in accordance with technical specifications.



Galveston County – Regional Trunked Radio System

C. Radio Unit:

Mobile, stationary or portable radio communications units communicating among themselves at certain air wave frequencies.

D. System Code Identification Number:

An identification number that allows Radio Units to gain access to the Radio System thereby enabling the Radio Units to communicate among themselves at certain airwave frequencies.

E. Priority Access:

An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously.

F. User:

Any governmental agency within Galveston County, Texas, or any other entity or agency specifically authorized by the Board of Managers of the GCECD.

II

Obligations of District

- A. Allow the User to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.
- B. Provide the User with a System Code Identification Number that will access its Radio System, thereby providing a Primary Dispatch System for the User's Radio Units.
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC, as well as those applicable administrative rules of the District that are now in effect or may be effective during the term of this agreement.
- D. Upon being notified that one or more of the User's Radio Units have been lost or stolen, take all reasonable actions to prevent any of the User's lost or stolen Radio Units from gaining access to the Radio System.
- E. Installation of the Radio System infrastructure will be the responsibility of the District, unless otherwise stated in this agreement.

III

Obligations of User

- A. Assume all cost and responsibility for providing the Radio Units that will have access to the District's Radio System.

Galveston County – Regional Trunked Radio System

- B. User shall make a written notification to the District detailing the type and number of Radio Units it wishes to activate in the Radio System. Furthermore, should the User wish to increase, decrease or otherwise change the number of Radio Units that have access to the Radio System, User shall make a written notification to the District for said change. Said notification should be made at least ten (10) days prior to the effective date of the change. The District expressly reserves the right to refuse any further request for change in the number or types of Radio Units accessing the Radio System.
- C. Notify the District within twenty-four (24) hours when one of the User's Radio Units has become lost or stolen.
- D. Use the System Code Identification Number described herein to access District's Radio System as a Primary Dispatch System.
- E. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC, as well as those applicable administrative rules of the District that are now in effect or that may become effective during the term of this Agreement. Further, the User acknowledges that, should any of these statutes, laws, rules, regulations or administrative rules change during the term of this Agreement and if this change necessitates a modification of the Agreement, the modification may be effectuated by the District without incurring any liability for this modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this Agreement, the District shall notify the User of any such change within 30 days of such date that the District becomes aware of the change.

IV

Payment of Fees

User shall pay District a service charge in the sum of __0__ dollars for programming each radio unit added to the system or for each change in status that requires programming or reprogramming of each radio unit. User further agrees to pay to the District the entire amount owed for programming of the Radio Units within thirty (30) days of the invoice date for such services.

User expressly understands and agrees to pay the District for access to the Radio System at a rate of __0__ dollars per radio per year. This charge is to help pay the recurring and maintenance cost of the Radio System. The Users agree to prepay said yearly charges in full at the beginning of each calendar year. The annual fee is calculated for the calendar year based on the unit count as of December 1st. Should any radio Units be added to the system User will pay to the District at a prorated rate of __0__ dollars per month per unit. Should the User decrease the number of Radio Units, District would refund to User at the prorated rate of __0__ dollars per month per unit. Units that are added during the year will be billed as they are added. User agrees to pay to the District the prorated amount for access to the system within thirty (30) days of invoice.

Galveston County – Regional Trunked Radio System

District may at any time revise the annual fees set forth herein by giving the User written notification by July 1st of any given year.

Note: The billing cycle is designed to facilitate budgeting for the Users as well as the District. Significant factors are; notification of fee changes before July 1 for budgeting; and annual billing due in January after taxes are collected.

V

Automatic Renewal / Termination

The term of this agreement is one (1) year from the date this Agreement is executed by the parties. This Agreement will automatically renew on its anniversary date unless either party terminates it, giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the proceeding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorizations held by the District or the User are revoked by the FCC or its successor agency.
- B. Upon either party giving the other party thirty (30) day's prior written notice of intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of any and all payments owed the District by the User is a condition precedent to termination.

VI

Default

If the User fails to make payment of any sum due under this Agreement or fails to perform as required under any provision of this Agreement, and such failure continues for sixty (60) days after the District has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the District has the right to terminate the Agreement, deny the User any service provided by the District under this Agreement, and retain all monies paid to the District pursuant to the terms and conditions of this Agreement as liquidated damages. Each and all rights and remedies of the District are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Galveston County – Regional Trunked Radio System

VII Hold Harmless

The User agrees to hold the District harmless to the extent allowed by law for any and all claims arising from the User's or its agents' use of the District's Radio System to the extent that the District is not held accountable to any person, firm, corporation, body politic, or any other entity for damages sustained from the use of the Radio System, or the services provided by the User or its agents, arising from its use.

VII Failure To Perform

Should the District fail to perform as provided under the terms of this Agreement, the User's remedies are termination of this Agreement and the District agrees to make a refund to the User of the portion of the pre-paid fee based upon the fractional part of the one year term remaining under this Agreement.

VII Coverage

User acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short-term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the District, including but not limited to, motor ignition and electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

VIII Assignability

The User agrees to not assign this Agreement unless it receives the prior written consent of the District.

IX Venue

This Agreement is governed by and construed in accordance with the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Galveston County, Texas.

Galveston County – Regional Trunked Radio System

X

Entirety of Agreement

This instrument contains the entire Agreement between the parties relating to the rights granted and obligations assumed, and supersede prior offers, negotiations, and agreements. If any provision of this Agreement to any person or circumstance shall, at any time or to the extent be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties, except for those modifications effectuated pursuant to the provisions within this Agreement.

XI

Notices

All notices and communications permitted or required to be given under this Agreement are to be mailed by certified mail, return receipt requested to the following address:

For The District:

Galveston County Emergency Communication District
1718 Amburn, Suite B.
Texas City, Texas 77591
Attention: Bobby C. Wright, Executive Director

For The User:

City of Galveston
P.O. Box 779
Galveston, Texas
Attention: City Manager

XII

System / User Security

User will have dedicated talkgroups assigned and will maintain their own autonomy. The dedicated talkgroups assigned to the User become the property of the User and User controls who has access to those specific talkgroups. Should the User wish to allow other agencies access to their dedicated talkgroups, User must give written notice, signed by an official authorized to do such, to the District before said access would be permitted

Galveston County – Regional Trunked Radio System

In order to protect the security of the dedicated talkgroups assigned to the User and the integrity of the Radio System, the District will maintain control of the system key (electronic password). The system key is required to make talkgroup assignments. No one without express written permission from the District may possess the system key.

XIII Cooperative Purchasing

The respective participating governmental agencies are authorized by the Interlocal Cooperative Act, V.T.C.A. Government Code Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions normally associated with the operation of government such as purchasing of necessary materials and supplies. The District awarded a contract to Motorola in compliance with State Purchasing regulations on July 21, 1998. Under the terms of the Contract and under a cooperative purchasing agreement, all respective participating governmental agencies within Galveston County, Texas or any volunteer fire department within Galveston County, Texas are authorized to purchase at the discounted levels negotiated.

Executed effective as to the date of the last execution/signature of this agreement:

District:

Galveston County Emergency Communication District

By: _____

Bobby C. Wright
Executive Director

Date: 2-17-99

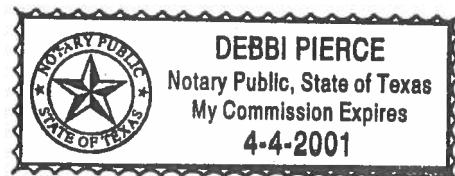
User:

City of Galveston
(Governing Body)

By: _____

Title: City Manager

Date: 6-7-99



This is a original
copy. Debbi Pierce



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko *MW*
Date: 04-09-18
Re: Donation from William C & Jane Elton Family Fund

I. BACKGROUND

GFD has an inventory of eleven Thermal Imaging Cameras (TIC). Each of our six Engine Companies, two Ladder Companies and two Battalion Chiefs are equipped with one camera and we have one reserve unit.

II. CURRENT SITUATION

The William C. and Jane Elton Family Fund has donated \$20,000.00 to the GFD for the purchase of replacement TIC's as some of our current units are over ten years old. Due to technology advances, there are a plethora of options today for these cameras that include smaller hand held units that can be provided to individual Firefighters.

III. PROPOSAL

We propose accepting the \$20,000.00 donation from the William C and Jane Elton Family Fund for the purchase of new Thermal Imaging cameras.

IV. IMPACT

The impact would be that the donation would enable us to upgrade our technology and capabilities.

V. RECOMMENDATION

Approve the acceptance of the \$20,000.00 donation.

Approved/Disapproved

Dan Buckley, Deputy City Manager



HJCF Houston Jewish Community Foundation

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Mary Ward-Hecksel
Federation, Senior Vice President & Chief Financial Officer
Paul Weaver
Controller

William C. and Jane Elton Family Fund

April 6, 2018

Mike Wisko
Fire Chief
Galveston Fire Department
2514 Sealy
Galveston, TX 77550

Dear Mike:

We are pleased to present the enclosed grant in the amount of **\$20,000.00 to support the Galveston Fire Department's purchase of Thermal Imaging Cameras (TIC)**, made on behalf of the **William C. and Jane Elton Family Fund** at the Houston Jewish Community Foundation.

This grant is made possible through the recommendation and generosity of **Jane and William Elton**. It is a pleasure to support the good work being accomplished by your organization. If you have any questions regarding this grant or about the information contained in this letter, please call Linda Uzick, at (713)729-7000, ext. 332.

Sincerely,



Rick Stein
Chair



Roberta Herman Dietrich
Executive Director

Enclosure

Our donors recognize that they cannot receive any benefits as a result of this distribution and this distribution cannot satisfy a personal pledge. We trust that you are aware of this requirement and will not provide any benefits to our donors as a result of this grant, including providing goods, services, tuition, meals, or entertainment to be received by, or for the benefit of, the fund donor or members of his/her family. Furthermore, your acceptance of this distribution serves as acknowledgement that your organization is currently recognized as a public charitable organization described in Section 501(c)(3) of the Internal Revenue Code and is not a private foundation. If your records indicate that a pledge is being satisfied, or a benefit is (or has been) provided, please contact the Foundation (713-729-7000, ext. 332). Your continued cooperation in this regard is greatly appreciated and will ensure that our donors, who have significant interest in your organization, can continue to recommend support for your many exceptional programs and projects.

11650 Galveston Fire Department

04/06/2018 055704

20181809 04/06/2018 to support the Galveston Fire Department's purchase of Thermal Imaging 20,000.00
66900 William C. and Jane Elton Family Fund 20,000.00

CHECK TOTAL: \$ ****20,000.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

55704

William C. and Jane Elton Family Fundat the **Houston Jewish Community Foundation**

5603 South Braeswood Blvd.
Houston, TX 77096-3998
(713) 729-7000

CHASE BANK OF TEXAS, N.A.
HHouston Region
HHouston, TX 77002

32-61/1110

DATE
04/06/2018

AMOUNT
\$ ****20,000.00

PAY * Twenty Thousand and no/100 *

TO THE ORDER OF Galveston Fire Department
2514 Sealy
Galveston, TX 77550

TWO SIGNATURES REQUIRED OVER \$5,000.00

Mark Bech
W. J. K. P. S.

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈055704⑈ 1111000614⑈ ⑈00100818633⑈

William C. and Jane Elton Family Fund

55704

11650 Galveston Fire Department

04/06/2018 055704

20181809 04/06/2018 to support the Galveston Fire Department's purchase of Thermal Imaging 20,000.00
66900 William C. and Jane Elton Family Fund 20,000.00

CHECK TOTAL: \$ ****20,000.00



City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Staff Report

April 3, 2018

To: Brian Maxwell, City Manager

To: Honorable. Mayor and City Council Members

Subject: Consider for approval, the acceptance a (3) year contract with (2) one year extensions with Land & Sea Services Inc., for Bid #18-014, Standby Emergency Generator Services, and authorize the City Manager to execute the contract.

I. Background:

- A. The City of Galveston contracts out, Standby Emergency Generator Services for our critical use facilities that have standby emergency generators. In all, there are 17 emergency generators that service various facilities such as City Hall, Fire Stations, Waste Water Treatment Plants, Pump Stations and Scholes Field Airport Terminal and Control Tower.
- B. The scope of this service contract consists of (1) annual service, when all of the filters and engine oil is replaced and (3) quarterly inspections. The quarterly inspections are for test running the generators and identify and repair any issues or concerns before failures can occur.
- C. Inclement weather often affects Galveston, leading to the loss of commercial power. When the loss of power occurs, the emergency generators go into service. We have experienced generator failures during these events from various causes, such as main control module failures and fuel pump malfunctions. Having a service company located 13 miles away who can rapidly respond and make the necessary repairs, is critical to reestablishing emergency power.





City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

II. Current Situation:

- A. The current Standby Emergency Generator Services contract will expire May 2018, requiring a new contract to be bid out and approved by Council.
- B. Purchasing solicited bids for Standby Emergency Generator Services, Bid 18-014 and on March 13, 2018, bids were opened. Of the 11 bids that were submitted, 3 were deemed non responsive, due to incomplete required documentation.
- C. The following companies submitted qualifying proposals.

1) Gen Solutions LLC	\$25,652.14
2) Power Secure Service	\$26,075.00
3) Loftin Equipment	\$27,485.00
4) Clifford Power	\$28,188.00
5) Land & Sea	\$29,265.00
6) MNI Maintenance	\$29,300.00
7) World Wide Power	\$30,679.00
8) KenTech	\$51,125.00
- D. Response time is critical in order to minimize any unexpected down time. All of these companies are based in the Houston area with the exception of Land & Sea, which is located in La Marque.
- E. During a natural disaster Land & Sea will have all 6 of their technicians available to respond and will remain in the area during an event.
- F. Having a company provide rapid response time, gives the City a greater advantage of keeping critical systems operational without having to wait for a service technician to travel from outside Galveston County area.
- G. When it was apparent that Hurricane Harvey was going to impact Galveston, Land & Sea was asked to adjust their schedule and move up quarterly inspections by two weeks. It was during these inspections that they discovered a problem with the generator at the Pirates Beach Waste Water Treatment Plant. It would start, but not stay running. They diagnosed the problem as a bad controller and sent a technician to Houston to pick up a replacement part. They stayed until 10:30 pm that night to complete the installation, then tested and returned the emergency generator back into service.
- H. Land & Sea does not charge travel time and or mileage. All of the other companies do. This brings great value to the City as running back and forth for parts can be expensive as the mileage rates and travel costs can add up quickly.





City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

III.

Alternatives in order of priority:

- A. Council accepts the proposal from Land & Sea Inc.
 - 1) Cost- \$29,265.00 with no cost for travel or mileage
 - 2) Timing- As soon as possible.
 - 3) Better value for the City than lowest bidder
- B. Council does not accept the proposal from Land & Sea Inc.
 - 1) Cost- will increase due to travel and mileage costs
 - 2) Timing- Delays will impact the timing of Hurricane season
 - 3) Contract be awarded to the lowest bidder Gen Solutions LLC

v.

Recommendation:

It is staff's recommendation to approve the proposal from Land & Sea Inc.

vi.

Funding Source: Contract Services

Charles Kenworthy
Facilities Director

Brian Maxwell
City Manager



CONTRACT FOR SERVICES
Standby Emergency Generator Services

This Contract (the "Contract") is made and entered into this 11th day of April, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Land & Sea Services, Inc.** (Company), located at 1900 Oak Street, La Marque, Texas 77568.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Standby Emergency Generator Services", within the City of Galveston ("City") and Land & Sea 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:

Land & Sea Services, Inc.

Bid 18-014

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

1. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the City in connection with the Project, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective upon execution by the City of Galveston for a term of thirty-six (36) months, unless sooner terminated under the terms set forth herein. It is agreed that City will have the option to extend the contract for up to two (2) additional one-year terms. To exercise this option, the City shall serve notice a minimum 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. **SCHEDULE AND DELIVERABLES**: The City and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.

In the event that one or more of the members of the Company cannot perform because of ill

health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom City agrees to accept. City does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

8. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the City and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above mentioned event, Company grants City the right to reschedule the performance(s) under the same terms and conditions of this contract.

9. **COMPENSATION**: The City shall compensate Company for the Work at the agreed upon per unit pricing detailed in Exhibit A, ***for a not-to-exceed amount of Three-Hundred thousand dollars for the entire term of the contract. (\$300,000.00).*** 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 8700 Manchaca Road, Suite 306, Austin, Texas 78748. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

Required Insurance:

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

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

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

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

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

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

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

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

14. **COPYRIGHT:** The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies the city for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for the services to be performed. All permits associated with the project shall be the sole responsibility of Company.

16. **PROTECTION OF PERSONS AND PROPERTY:** City is responsible for providing protection of persons and property, including safe working conditions. The Company is responsible for its own

conduct. The City warrants that the venue will be of sufficient size, is of stable construction and is an open air venue, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

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

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

19. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Standby Emergency Generator Service and Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

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

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

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

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

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

Land & Sea Services, Inc.
1900 Oak Street
La Marque, Texas 77568

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

CITY OF GALVESTON, TEXAS

Land & Sea Services, Inc.

By: _____
Brian Maxwell, City Manager

By: Larry Alexander
Larry Alexander, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

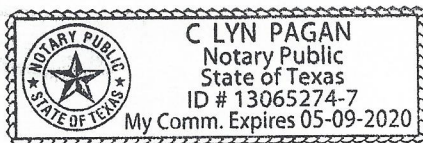
City Attorney

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

THE STATE OF TEXAS §
Galveston COUNTY §
 §

On this day, BEFORE ME, the undersigned, personally appeared Larry N Alexander of Land & Sea 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 11 day of April, 2018.



[Signature]
Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-336671

Date Filed:
04/10/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Land & Sea Services 1 INC
La Marque , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-067
Standby Emergency Generator Service

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 Larry Alexander, and my date of birth is 8-31-70

My address is 3931 17th Street, Texas City, TX, 77590, 6014
(street) (city) (state) (zip code) (country)

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

Executed in Galveston County, State of Texas, on the 11 day of April, 2018
(month) (year)

Larry Alexander
Signature of authorized agent of contracting business entity
(Declarant)



Policy Number: MULTIPLE

Date Entered: 4/11/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2018

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	Mark Spurgeon Insurance Agency, Inc. 2929 Palmer Hwy Texas City, TX 77590	CONTACT NAME: MARK SPURGEON	
		PHONE (A/C, No, Ext): (409) 945-5148	FAX (A/C, No): (409) 945-2741
		E-MAIL: service@spurgeonagency.com	
		ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Nautilus Insurance Company	
		INSURER B: Farmers Insurance Group	
		INSURER C: Nautilus Insurance Company	
		INSURER D: AIG Insurance Company	
		INSURER E: Lloyds of London	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	NN77784	04/15/2017	04/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			605824324	03/19/2018	03/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			AN037847	04/14/2017	04/14/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	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 ☒ Y	N/A	WC001615645	05/01/2017	05/01/2018	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Marine Employers Liab			USRMEL16693	05/01/2017	05/01/2018	Coverage 1,000,000

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

Electrical generator sales, service, and rental

The listed general liability policy has a blanket Additional Insured, blanket Waiver of Subrogation, and primary & non-contributory endorsements.

CERTIFICATE HOLDER

City of Galveston
823 Rosenberg
Galveston, Texas 77553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Spurgeon

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ACORD 25 (2016/03)

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City of Galveston INVITATION TO BID

Bid Reference Number: 18-014

Project Title: Standby Emergency Generator Service

Bid Closing Date: 10:00 A.M.(CST), Tuesday, March 13, 2018

Original and one (1) copy and one media source required.

No bids submitted after the above deadline will be accepted.

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

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Galveston, Texas

Invitation to Bid

0. Introduction

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

1. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

2. General Information

A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

3. ITB Withdrawals and/or Amendments

A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.

B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

4. 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).

5. Bid Submittal Requirements

A. **Submittal Packet – How to submit:** All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the

outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 18-014 Emergency Generator**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the

Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
- i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
- i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

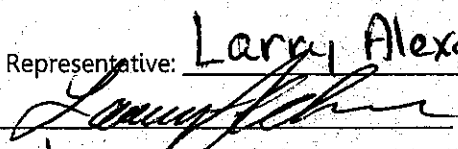
Submittal Checklist: (To determine validity of bid)

____ Appendix A (pages 9 through 18) must be included in the bid submittal.

____ Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

____ Appendix J (pages 28 through 54) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	18-014		
Project Title:	Standby Emergency Generator Service		
Submittal Deadline:	Tuesday, March 13, 2018 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Land & Sea Services 1 Inc		
Address:	1900 Oak Street		
City, State & Zip	La Marque TX 77568		
Federal Employers Identification Number #	26-1271205		
Phone Number:	409-935-9466	Fax Number:	409-935-9649
E-Mail Address:	Lns1900esbceglobal.net		
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder. Printed Name and Position of Authorized Representative: <u>Larry Alexander, President</u> Signature of Authorized Representative: <u></u> Signed this <u>8th</u> (day) of <u>March</u> (month), <u>2018</u> (year)			

I learned of this Invitation to Bid by the following means:



Newspaper Advertisement



City E-mail Notification



Galveston Website



Cold Call to City



Mailed Me a Copy



Other

Appendix A – Bid Document (continued)

I. **REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

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

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

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

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 25; and the number of employees: 15.

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: <u>City of Texas City</u>	
Contact Name: <u>Tim Samford</u>	Contact Title: <u>Water Operation Super.</u>
Phone: <u>409-761-0435</u>	Email: <u>tsamford@Texas-City-TX.org</u>
Date and Scope of Services Provided: <u>2015 - Present Generator Maintenance Contract</u>	

Reference #2:

Client / Company Name: <u>Galveston County</u>	
Contact Name: <u>Michael Bell</u>	Contact Title: <u>Director of Maintenance</u>
Phone: <u>409-682-3302</u>	Email: <u>Michael.J.Bell@co.galveston.tx.us</u>
Date and Scope of Services Provided: <u>2013 - Present Generator Maintenance Contract</u>	

Reference #3:

Client / Company Name: <u>Port of Texas City</u>	
Contact Name: <u>Jason Hayley</u>	Contact Title: <u>Port Supervisor</u>
Phone: <u>409-945-44161-Ext 1050</u>	Email: <u>JHayley@ctcrr.com</u>
Date and Scope of Services Provided: <u>2012 - Present - Generator Maintenance</u>	

5. Trade Secrets and/or Confidential Information

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

6. Federal, State and/or Local Identification Information

Centralized Master Bidders List registration number: 1261271205

Prime contractor HUB / MWBE registration number: _____

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve

notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

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

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

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be 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 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Land & Sea Services 1 Inc
Contract #: 18-014
Description: Standby Emergency Generator Service
Primary Contact (Name): Larry Alexander
Primary Contact Phone Numbers: Home: 409-935-9466 Cell: 409-739-2384
Secondary Contact (Name): Chris Potter
Secondary Contact Phone Numbers: Home: 409-935-9466 Cell: 409-739-2086
After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

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

- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. **Financial Responsibility Provisions**

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

Insurance coverage shall be on an "occurrence basis"

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

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

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Services, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

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

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

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

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.****2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

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

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

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

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

4._____
Signature of person doing business with the governmental entity_____
Date

Adopted 06-29-2007

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

Appendix C - House Bill 89 Verification

I, Larry Alexander (Person name), the undersigned representative of (Company or Business Name) Land+Sea Services 1 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.

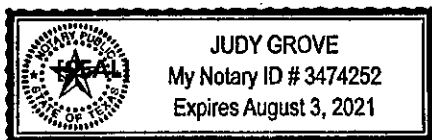
3/8/18
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TEXAS §
COUNTY OF GALVESTON §

On this day, BEFORE ME, the undersigned, personally appeared LARRY ALEXANDER 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 8 day of MARCH, 2018.



[Signature]
NOTARY PUBLIC in and for the
State of TEXAS

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

Appendix D – Property Tax Statement

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

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

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

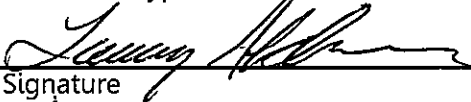
Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

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

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

Larry Alexander

Bidder's Printed or Typed Name



Bidder's Signature

3/8/2018

Date

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

Appendix E – Nepotism Statement

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

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

If the Bidder or Proposer is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix F – Non-Collusion Statement

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

VENDOR Land & Sea Services 1 Inc
ADDRESS 1900 Oak Street La Marque TX 77568

PHONE 409-935-9466

FAX 409-935-9649

BIDDER (SIGNATURE) Larry Alexander

BIDDER (PRINTED NAME) Larry Alexander

POSITION WITH COMPANY President / Owner

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID Larry Alexander

COMPANY OFFICIAL
(PRINTED NAME) Larry Alexander

OFFICIAL POSITION President

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

Appendix G – Document 00435
The City of Galveston, Texas

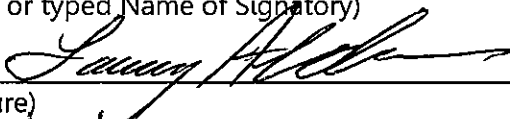
**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Larry Alexander
(Printed or typed Name of Signatory)


(Signature)

3/8/2018
(Date)

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

END OF DOCUMENT 00435-FAA

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

Appendix H – No Intent to Submit Form

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

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

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

Please check all items that apply:

☐

Do not sell the item(s) required

☐

Cannot provide Insurance required

☐

Cannot be competitive

☐

Cannot provide Bonding required

☐

Cannot meet specifications highlighted in the
attached request

☐

Cannot comply with
Indemnification requirement

☐

Job too large

☐

Job too small

☐

Do not wish to do business with the City of
Galveston

☐

Other: _____

☐

Cannot submit electronically

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

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

Appendix I – ACH Form



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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". 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 the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Signature

Company Name: _____

Authorized Signature: _____ Date: _____

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

Appendix J – Scope of Services

1. Project Title: Bid 18-014 Standby Emergency Generator Service.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

No bid bond will be required for this solicitation.

CITY OF GALVESTON BID # 18-014 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.

Larry Alexander
(printed name of signatory)

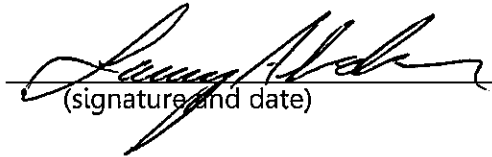
Larry Alexander
(signature and date)

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

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.

Larry Alexander
(printed name of signatory)


(signature and date)

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

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

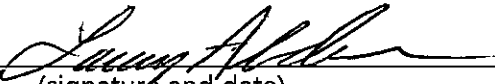
(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Larry Alexander

(printed name of signatory)



(signature and date)

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

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Larry Alexander
(printed name of signatory)


(signature and date)

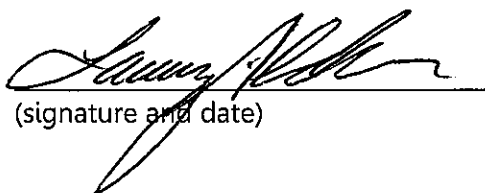
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Larry Alexander
(printed name of signatory)


(signature and date)

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

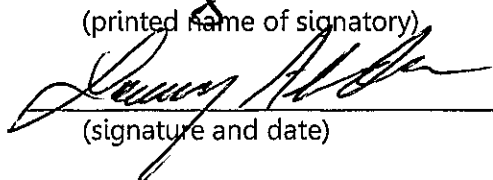
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Larry Alexander

(printed name of signatory)



(signature and date)

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

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

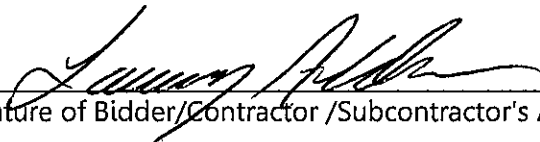
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Land & Sea Services, 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 8th day of March, 2018

By 
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Larry Alexander
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

President
Title of Authorized Official

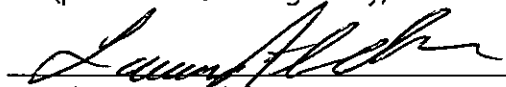
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

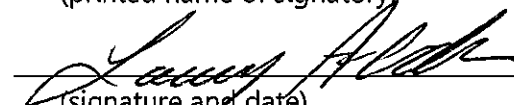
Larry Alexander
(printed name of signatory)


(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.

Larry Alexander
(printed name of signatory)


(signature and date)

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

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

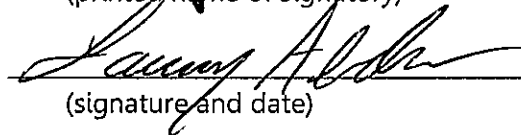
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

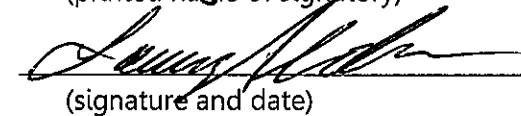
Larry Alexander
(printed name of signatory)


(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.

Larry Alexander
(printed name of signatory)


(signature and date)

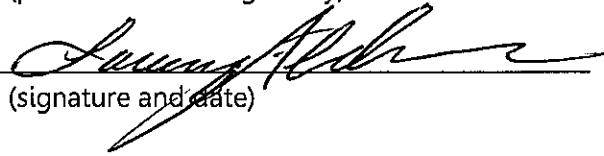
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Larry Alexander

(printed name of signatory)



(signature and date)

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

4. Bid Evaluation Factors

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	February 14, 2018
Pre-Bid Conference Date	February 28, 2018 @ 2:00 p.m. CST
Deadline for Submittal of Written Questions	March 6, 2018 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	March 13, 2018 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	March 20, 2018
Anticipated Award Date	April, 2018

7. Scope of Services

Standby Emergency Generator Maintenance Services

General Information:

The City of Galveston is seeking a vendor to provide maintenance services for generators located at various locations throughout the City. The successful vendor shall provide details of said services in the form of a maintenance agreement program as prescribed by the set of specifications listed herein. Successful vendor must be able to support the City of Galveston post and pre disaster or emergency.

Generator units and locations listed on Exhibit A, Generator Listing by Location, are subject to change at any time throughout the contract period(s) at the sole discretion of the City of Galveston. Successful vendor shall make the proper adjustments to accommodate said changes within the confines of the resultant contract and maintenance agreement.

Term:

It is the intent of the City to award a generator maintenance agreement program contract for a period of thirty-six (36) months. The City may extend the contract basis for up to two (2) additional one (1)-year periods, provided such an extension is in the best interest of the City and mutually agreeable between both parties.

Termination of Contract:

This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice of cancellation. The City of Galveston reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

Termination for Default:

The City of Galveston reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default by vendor. The City of Galveston reserves the right to terminate the contract immediately in the event that the successful vendor fails to:

- ☐ Meet delivery or completion of order schedules;
- ☐ Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

Specifications:

Exhibit A – Generator Scope and Listings (pages) are provided for bidding purposes. The City of Galveston reserves the right to add or delete generators at any time during the contract / service agreement period.

- F0
E1** Successful vendor **must** contact the Facilities Director or representative one (1) week prior to quarterly inspections or annual full service to schedule service date & time.
- F0
E1** Successful vendor will be **required** to respond to service calls within 24 hours of a natural disaster in order to expedite necessary repairs and service if an emergency generator experiences a failure and or needs servicing.
- F0
E1** Annually, in the month of May, a complete service **shall** be conducted on each standby emergency generator; including, but not limited to, replacing all filters, motor oil, and topping off engine coolant. Any deficiencies discovered during this service **shall** be documented and the report given to the Facilities Director.
- F0
E1** Successful bidder **must** be available to respond to the City of Galveston's need for service 24/7.
- F0
E1** Successful vendor must provide specific details of a generator maintenance program based upon the following items:

Quarterly Inspections

- F0
E1** Check engine coolant thermal protection level and add if needed.
- F0
E1** Check gearbox oil level and add if needed (if equipped).
- F0
E1** Check battery electrolyte level and specific gravity (where appropriate)
- F0
E1** Check battery posts, cables, and charger connections for corrosion, proper operation, and battery load test.
- F0
E1** Check wiring for loose connections, corrosion and damage.
- F0
E1** Check engine drive belts, fan coupling device, tension, wear, weather cracking, damage
- F0
E1** Automatic start and run the engine for at least for at least 10 minutes or until the engine temperature has stabilized.
- F0
E1** Check for leaks, connections, components for any abnormal operating conditions.
- F0
E1** Inspect the Automatic Transfer Switch for any visible signs of corrosion.
- F0
E1** Check the fuel level.
- F0
E1** Check the fire extinguisher charge indicator for proper charging.
- F0
E1** Check the position switch on the ATS to ensure it is in the standby position.

Annual Full Service (conducted in May)

- F0
S1** Locate nearest fire extinguisher.
- F0
S1** Record hour meter reading.
- F0
S1** Check switch position at generator and transfer switch.
- F0
S1** Check alarm history if equipped.
- F0
R1** Check oil system for leaks.
- F0
R1** Change engine oil and filter.
- F0
S1** Check cooling system for leaks.
- F0
S1** Check radiator and shroud for air restrictions.
- F0
S1** Check fan hub, drive pulley, and water pump.
- F0
R1** Check belts.
- F0
S1** Pressure test cooling system.
- F0
S1** Check / adjust coolant ratio.
- F0
S1** Change coolant filter if equipped.
- F0
R1** Test fuel system for microbes and contaminants. (a simple sight test is sufficient)
- F0
S1** Check fuel system for leaks.
- F0
S1** Check all fuel lines.
- F0
S1** Change fuel filters.
- F0
S1** Change water separator.
- F0
S1** Check governor.
- F0
R1** Check / clean air cleaner element and housing.
- F0
S1** Check / fill / clean / load test battery; Spray terminals.
- F0
S1** Check control components / wiring.
- F0
S1** Inspect rotor / stator / bearing.
- F0
S1** Test engine shutdown systems.
- F0
S1** Inspect transfer switch wiring / components.
- F0
S1** Check exerciser clock.
- F0
S1** Record generator voltage / frequency.

Travel, parts, and hourly rates.

Service Call and Emergency Call-outs:

Successful vendor must provide information in their bid submission detailing costs for the following: Man Rate – Monday –Friday (per hour); Man Rate – Nights / Saturdays (per hour); Man Rate – Sundays and Holidays (per hour); Mileage Rate (per mile); List price deviation for parts (percent off of list price) and Travel Rate (Per Hour). Use the Price Forms on Page 54.

In addition, successful vendor must provide quotes detailing the service / parts needed to complete the necessary repairs of such additional service. A separate list detailing these items should be provided with the bid, if necessary. **No work is to be initiated by the vendor prior to receiving a valid purchase order number. Failure to list the requested pricing will result in a “no bid” and will subject the submittal to disqualification.**

Generator Pricing Schedule:

All bidders must provide fixed unit prices per listed pieces of equipment. Fixed unit prices shall include all materials, equipment, labor, and overhead necessary and incidental to the performance of the services as describe in the scope of work and specifications.

Pricing should be based on work being performed during normal working hours and should not include any State or Local taxes, as the City of Galveston is tax exempt. **Failure to list the requested pricing will result in a “no bid” and will subject the submittal to disqualification.**

Exhibit A
Generator Listing by Location

1. Galveston City Hall

823 Rosenberg

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 980 Gallons

Alternator: 5M4032

Volts: 277/480

Generator Make: Kohler

Generator Model: 600REOZV

Generator Serial#:2327476

Generator Size / KW Rating: 600KW

KVA Rating: 750

2. Galveston Fire Station #2

428 Church

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 78 Gallons

Alternator: 4P5

Volts: 120/240

Generator Make: Kohler

Generator Model: 30REOZJC

Generator Serial#: 2325293

Generator Size / KW Rating: 27 KW

KVA Rating: 27

3. Galveston Fire Station #4

8710 Cessna Drive

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 400 Gallons

Alternator: 4S13X

Volts: 120/208

Generator Make: Kohler

Generator Model: 180REOZJF

Generator Serial#: 3055799

Generator Size / KW Rating: 180 KW

KVA Rating: 225

4. Galveston Fire Station #7

3902 Buccaneer

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 400 Gallons

Alternator: 4UA9

Volts: 120/240

Generator Make: Kohler

Generator Model: 200REOZJE

Generator Serial#: 325614

Generator Size / KW Rating: 200 KW

KVA Rating: 250

5. Galveston Fire Station #8

21710 South Shelby Dr.

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 200 Gallons

Alternator: 4S9

Volts: 120/240

Generator Make: Kohler

Generator Model: 80REOZJE

Generator Serial#: 2326585

Generator Size / KW Rating: 83 KW

KVA Rating: 104

6. McGuire-Dent Recreation Center

2222 28th St.

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 900 Gallons

Alternator: 5M4027

Volts: 277/480

Generator Make: Kohler

Generator Model: 400REOZDD

Generator Serial#: 2325718

Generator Size / KW Rating: 420KW

KVA Rating: 525

7. Airport Waste Water Treatment Plant

7618 Skymaster Dr

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 6000 gallons

Alternator: 7M4048

Volts: 480

Generator Make: Detroit Diesel

Generator Model: 1000DSEB

Generator Serial#: 2016813

Generator Size / KW Rating: 1900

KVA Rating: 1250

8. Airport Pump Station

9715 Airport Blvd.

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 2000 Gallons

Alternator: C32

Volts: 480

Generator Make: Caterpillar

Generator Model: SR5

Generator Serial#: GJJ00564

Generator Size / KW Rating: 1000

KVA Rating: 1250

9. Terramar Waste Water Treatment Plant

3715 ½ Laguna Drive

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 1500 gallons

Alternator: DE400FRX4T3 26845

Volts: 277/480

Generator Make: Kato Light

Generator Model: D400FRX423

Generator Serial#: 124548-26845

Generator Size / KW Rating: 400

KVA Rating: 500

10. Pirates Beach Waste Water Treatment Plant

Moyenne/Lafitte's Point

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 310 gallons

Alternator: 135RQZJ

Volts: 120/240

Generator Make: John Deere

Generator Model: 6D81TF001

Generator Serial#: RG6081T10740

Generator Size / KW Rating: 135

KVA Rating: 169

11. Main Treatment Plant #1

5200 Harborside

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 8500 gallons

Alternator: 7M4056

Volts: 277/480

Generator Make: Kohler

Generator Model: 2000REOZDD

Generator Serial#: SGM324T6K

Generator Size / KW Rating: 2260

KVA Rating: 2825

12. Main Treatment Plant #2

5200 Harborside

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 8500 gallons

Alternator: 7M4056

Volts: 277/480

Generator Make: Kohler

Generator Model: 2000REOZDD

Generator Serial#: SGM324T6L

Generator Size / KW Rating: 2260

KVA Rating: 2825

13. Lift Station #1

2902 Harborside

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 2000 gallons

Alternator: DS00250D6SRAH1574

Volts: 277/480

Generator Make: MTU

Generator Model: DS00250D6SRAH1574

Generator Serial#: 353581-1-1-1112

Generator Size / KW Rating: 250

KVA Rating: 312

14. 30th Street Pump Station #1

3002 Church St

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 6000 gallons

Alternator: 1000DQFAD-A029D

Volts: 277/480

Generator Make: Cummins

Generator Model: OST30-G5

Generator Serial#: 37240735

Generator Size / KW Rating: 1000

KVA Rating: 1250

15. 30th Street Pump Station #2

3002 Church St

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 6000 gallons

Alternator: 1000DQFAD-A029D

Volts: 277/480

Generator Make: Cummins

Generator Model: 37240735

Generator Serial#: 37250780

Generator Size / KW Rating: 1000

KVA Rating: 1250

16. Airport Control Tower

8701 Cessna

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 215 Gallons

Alternator: SED125FPJ4

Volts: 120/208

Generator Make: Kato Light

Generator Model: John Deere 6068TF250

Generator Serial#:112951-0705

Generator Size / KW Rating: 125

KVA Rating: 156

17. Airport Terminal

2115 Terminal Drive

Galveston, Texas

Motor Fuel: Diesel

Tank Capacity: 200 Gallons

Alternator: 10J3100-641

Volts: 277/480

Generator Make: Baldor

Generator Model: IDLC-100-3JD

Generator Serial#: P1005170001

Generator Size / KW Rating: 100

KVA Rating: 125

Price Form – Standby Generator Service

Man Labor Rate (Monday through Friday 8 am – 5 pm) \$ _____ per hour
 Man Labor Rate (Nights after 5 pm and Saturdays) \$ _____ per hour
 Man Labor Rate (Sundays and Holidays) \$ _____ per hour
 Mileage Rate \$ _____ per mile
 Travel Time (hourly) \$ _____ per hour
 List Price for Parts Discount _____ %
 List Price for Parts Mark Up _____ %

LOCATION	ANNUAL SERVICE COST (This is the first service including motor oil and filters)	MONTHLY INSPECTION COST (This is for 11 months preventative maintenance service visits. List price per month per location.)
Galveston City Hall	\$	\$
Galveston Fire Station #2	\$	\$
Galveston Fire Station #4	\$	\$
Galveston Fire Station #7	\$	\$
Galveston Fire Station #8	\$	\$
McGuire Dent Recreation Center	\$	\$
Airport Waste Water Treatment Plant	\$	\$
Airport Pump Station	\$	\$
Terramar Waste Water Treatment Plant	\$	\$
Pirates Beach Waste Water Treatment Plant	\$	\$
Main Treatment Plant #1	\$	\$
Main Treatment Plant #2	\$	\$
Lift Station #1	\$	\$
30 th Street Pump Station #1	\$	\$
30 th Street Pump Station #2	\$	\$
Airport Control Tower	\$	\$
Airport Terminal	\$	\$



CITY OF GALVESTON – BID # 18-014
ADDENDUM 1
EMERGENCY GENERATOR SERVICE

Date: 3/8/2018
To: Prospective Bidders
Subject: Addendum No. 1 – Emergency Generator Service
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 2/14/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions and Answers:

Does the City need quarterly generator service or monthly service? The City is requiring quarterly service only. Please see the updated price form attached to this addendum.

On page 45, it states under the header Specifications 4th paragraph it states "Topping Off Engine Coolant. Some of those units hold many, many gallons of coolant, so what would be the max amount of gallons you would call "top off" so we know how much to include for that in our bid? Topping off means that the service technician is to ensure that there is an adequate amount of coolant that will prohibit the generator from overheating.

I do not see any call in the Scope of Work for any Load Bank Testing. Will there indeed not be any? Any load testing will be done at a separate time and not a part of this contract.

Does this include the fuel system also? We install and maintain fuel oil systems and controls. The SOW is that the service company is to replace all filters and engine oil as part of the annual service. This includes the fuel filters.

Also, on page 11, Item 2B, Schedule of Pricing-you list an example but then on page 54, you list another pricing form which is different. Can you let us know which you want us to use? Use the pricing form attached to this addendum.

What is your average size of fuel delivery? Fuel deliveries vary, due to the size of the generator tank.

Do you order fuel for multiple locations at one time? Yes.

Section 3 – Financial Responsibility Provisions Page 19 of the spec – C. Bond Requirements: If applicable, per the Scope of Services, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City... Question: Will this apply to the generator maintenance agreement? There are no bonding requirements for this solicitation.



CITY OF GALVESTON -- BID # 18-014
ADDENDUM 1
EMERGENCY GENERATOR SERVICE

On bid #18-014 on page 13 you are asking for the: Centralized Master Bidders List registration number. If you have a vendor ID with the State of Texas you may provide that number, however, it is not necessary.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

 3/8/2018
Authorized Signature Date

Larry Alexander
Printed Name

Land+Sea Services 4 Inc
Company Name

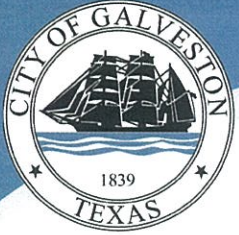
A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Price Form – Standby Generator Service

Man Labor Rate (Monday through Friday 8 am – 5 pm)
 Man Labor Rate (Nights after 5 pm and Saturdays)
 Man Labor Rate (Sundays and Holidays)
 Mileage Rate
 Travel Time (hourly)
 List Price for Parts Discount
 List Price for Parts Mark Up

\$ 75.00 per hour
 \$ 112.50 per hour
 \$ 112.50 per hour
 \$ 8 per mile
 \$ 8 per hour
10 %
10 %

LOCATION	ANNUAL SERVICE COST (This is the first service including motor oil and filters)	QUARTERLY INSPECTION COST (This unit cost, each quarter, of preventative maintenance service visits. List price per month per location.)	TOTAL COST (This is the annual service plus all 4 quarters)
Galveston City Hall	\$ <u>1000.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1525.00</u>
Galveston Fire Station #2	\$ <u>300.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>825.00</u>
Galveston Fire Station #4	\$ <u>580.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1105.00</u>
Galveston Fire Station #7	\$ <u>580.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1105.00</u>
Galveston Fire Station #8	\$ <u>400.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>925.00</u>
McGuire Dent Recreation Center	\$ <u>930.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1455.00</u>
Airport Waste Water Treatment Plant	\$ <u>1825.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>2350.00</u>
Airport Pump Station	\$ <u>1875.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>2400.00</u>
Terramar Waste Water Treatment Plant	\$ <u>930.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1455.00</u>
Pirates Beach Waste Water Treatment Plant	\$ <u>500.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1025.00</u>
Main Treatment Plant #1	\$ <u>2900.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>3425.00</u>
Main Treatment Plant #2	\$ <u>2900.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>3425.00</u>
Lift Station #1	\$ <u>650.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1175.00</u>
30 th Street Pump Station #1	\$ <u>1985.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>2510.00</u>
30 th Street Pump Station #2	\$ <u>1985.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>2510.00</u>
Airport Control Tower	\$ <u>500.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1025.00</u>
Airport Terminal	\$ <u>500.00</u>	\$ <u>175.00</u> / <u>525.00</u>	\$ <u>1025.00</u>
Total Yearly Cost			\$ <u>29,265.00</u>



City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Staff Report

March 26, 2018

To: Brian Maxwell, City Manager

To: Honorable. Mayor and City Council Members

Subject: Consider the acceptance of a proposal from Climatec LLC for Building Automation System upgrades at City Hall and McGuire Dent Recreation Center, including the installation of new building controls at Wright Cuney Recreation Center. The proposed amount of \$51,700.00 is priced utilizing Buy Board Contract #458-14, authorizing the City Manager to sign and execute all documents.

Background:

- A. City Hall and McGuire Dent are presently utilizing the Johnson Controls Metasys System for Heating, Ventilating and Air Conditioning controls. The Metasys system is a proprietary building controls system that requires us to use Johnson Controls exclusively. The Wright Cuney Recreation Center did not have building controls installed when it was constructed in 2006.

I. Current Situation:

- A. When we experience problems with the building HVAC controls, we are reliant on Johnson Controls for all repairs and programming, and are subjected to their pricing.
- B. Johnson Controls is a proprietary brand, so we are unable to bring in another controls company for repairs and or programming.
- C. Wright Cuney's Heating Ventilating and Air Conditioning system does not have controls to monitor and control the mechanical equipment at that facility. We can potentially save thousands of dollars on the electricity bills at this location with the addition of building controls.
- D. Pricing received from the following companies
 - 1) Climatec LLC \$51,700.00
 - 2) Hunton Services \$52,240.00
 - 3) Heat Transfer Solutions \$69,960.00





City of Galveston

Climatec LLC has submitted a proposal in the amount of \$51,700 for a non-proprietary Tridium Niagara controls system, utilizing Buy Board pricing.

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

II. Alternatives in order of priority:

A. Council accepts the proposal from Climatec. LLC

- 1) Cost- \$51,700.00
- 2) Timing- As soon as possible in order to expedite energy savings at Wright Cuney Recreation Center

B. Council does not accept the proposal from Climatec LLC

- 1) Cost- Could potentially increase
- 2) Timing- Delays will decrease energy savings at Wright Cuney Recreation Center

v. Recommendation:

It is staff's recommendation to approve the proposal from Climatec LLC in the amount of \$51,700.00

vi. Funding Source: Other Services and Equipment Repairs

Charles Kenworthy
Facilities Director

Brian Maxwell
City Manager



PROPOSAL

To: City of Galveston
Project: Niagara 4 Upgrades
Owner: City of Galveston

Date: March 16, 2018
Proposal #: 18-1630
Proposed By: Santos Contreras

Buy Board Contract # 458-14

We Propose:

Climatec LLC will provide a system of direct digital controls manufactured by Honeywell/Alerton for the City of Galveston Wright Cuney REC Center.

The following items **are included** in this proposal:

- Furnish, install, program, and place into operation a complete building automation and temperature control system
- Provision of new supervisory controller for each facility running the Niagara 4 platform with updated HTML 5 user interface less reliant on browser plug-ins and powerful security for the system.
- Web based operator software
- **City Hall** Integrate (1) existing JCI controller for VAV Air Handling Unit
- **City Hall** Integrate (36) existing JCI controllers for VAV boxes
- **City Hall** Integrate (2) existing JCI controllers for the Central Plant Boiler and Chiller
- **McGuire Dent REC Center** Integrate (3) existing JCI controllers for Air Handling Units
- **McGuire Dent REC Center** Integrate (19) existing JCI controllers for VAV boxes
- **McGuire Dent REC Center** Integrate (1) existing JCI controller for the Central Plant Chiller
- **Wright Cuney REC Center** provision to control seven (7) roof top units. The following points will be controlled and/or monitored: fan start stop, fan status, supply air temperature, DX cooling stages, heating stages as required and space temperature per unit.
- Programming/mapping of existing points from the JCI system to the web based front end
- 3-D animated graphics for each piece of HVAC equipment
- Graphical floor plans (Owner to provide AutoCAD floor plans at no cost to (Climatec)
- One year parts and labor warranty, only on new parts provided by Climatec
- (4) hours training of the owners personnel on the control system

The following items are **excluded from** this proposal:

- The existing control sequences for each piece of equipment presently being controlled will remain as is and there will be no modifications to control sequences
- Sequence verification and retro-commissioning of the mechanical equipment, we are only verifying the graphical interface of the system

COG CON 18 062

ALERTON®

Honeywell

- Troubleshooting of existing programming in the DDC controller
- Repair and/or replacement of existing equipment and devices. All existing devices are assumed to be in good working condition
- All JCI controllers to remain and be reused
- Personal computer workstations and printers. Owner to utilize their computers as client workstations. The system can be accessed via a standard web browser from any computer
- Line voltage wiring, 120 volts and above, such as power to the control panels
- All interlock wiring and terminations with the fire alarm system
- All manual volume dampers, fire dampers, fire and smoke dampers and their installation
- Cutting, patching, painting and any building penetrations
- Dedicated network data drop to the system global controller for remote communications and local networking. The network data drop to the global controller is to be provided by others.
- Sales and use taxes are excluded

The services and scope of work described above can be provided all for the net sum of:

SEE PRICE BREAKOUT BELOW
Sales tax is not included.

- **City Hall:**
Fifteen Thousand Eight Hundred and No/100 Dollars (\$15,800.00)
- **McGuire Dent REC Center:**
Twelve Thousand Two Hundred and No/100 Dollars (\$12,200.00)
- **Wright Cuney REC Center:**
Twenty Three Thousand Seven Hundred and No/100 Dollars (\$23,700.00)

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding agreement only after acceptance by Customer and approved by an officer of Climatec as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Climatec which is not expressed herein.

This proposal is hereby accepted:

Signature (Customer)

By: _____

Title: _____

Company: _____

Date: _____

Climatec:

Signature (Climatec Officer)

By: Dru Dunham

Title: Houston Branch Manager

Company: Climatec, LLC

Date: 4/2/18

Terms and Conditions attached
APPROVED AS TO FORM

Standard Terms and Conditions of Sale

1. CANCELLATIONS. Unless otherwise indicated, prices quoted are subject to cancellation or escalation if this proposal is not accepted within 30 days.

2. TERMS OF PAYMENT:

Subject to approval and continuance of approval of credit by Climatec, terms of payment are as follows:

- (a) Twenty percent (20%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to on-site installation. This 20% initial payment is due upon execution and delivery of this agreement and will be billed to the purchaser on Climatec's initial invoice.
- (b) Climatec will invoice monthly for all materials delivered to the job site or to an off-site storage facility, if circumstances require, and for all installation, labor and services performed during the billing period both on the job site and off-site. Purchaser agrees to pay the full amounts invoiced upon receipt of the invoice.
- (c) At no time shall purchaser withhold, as retainage, a greater percentage of the amount due than is being withheld by owner as retainage under the prime contract. Purchaser shall pay all retainage to Climatec within 30 days after Climatec's work is substantially complete.
- (d) If any payments to Climatec are not made by purchaser as provided herein, purchaser shall pay Climatec all reasonable costs incurred by Climatec in collecting such balance, including, without limitation, collection agency and attorney's fees, service of process fees and court costs. (e) Climatec shall be entitled to interest, at maximum allowable legal rate; on all amounts remaining outstanding ten days beyond the due date such interest will be retroactive to the due date.

3. ACCEPTANCE. This proposal offers to purchaser the equipment, software and services specified on its face. Acceptance of this proposal shall create an agreement between Climatec and purchaser (hereinafter referred to as the "contract"), the terms and conditions of which are expressly limited to the provisions hereof, including these Standard Terms and Conditions, notwithstanding (i) any conflicting Oral representations made by any agent or employee of Climatec, or (ii) receipt of, or acknowledgment by, Climatec of any purchase order, specification, or other document issued by purchaser. No waiver, change or modification of any of the provisions of this proposal, or the contract, shall be binding on Climatec unless made in writing expressly stating that it is a waiver, change or modification of this proposal or the contract and is signed by an authorized representative of Climatec.

4. WORK DELAY. This proposal assumes that equipment and labor will be provided in accordance with the intended or already published job schedules. If this schedule is not maintained, Climatec shall be entitled to recover from purchaser its reasonable costs, overhead, and profit arising from such delay.

5. WORK BY OTHERS. Unless otherwise indicated, the following work is to be performed and the following items are to be furnished and installed by others: Electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and vessel penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies wells and dampers furnished by Climatec are to be installed by others.

6. HAZARDOUS MATERIALS. Owner represents that, except to the extent it has given Climatec written notice of the following described materials prior to the execution of this agreement, to the best of its knowledge, there is no asbestos, asbestos-containing material, formaldehyde, or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation, or other structural components of the area of any building where work is required to be performed under this agreement. If any such materials are in fact encountered by Climatec, or by others, whether disclosed or not, during the course of Climatec's work, and such materials provide an unsafe condition, the discovery of such material shall constitute a cause beyond Climatec's reasonable control and Climatec shall have no obligation to, and shall not start or continue to perform its work under this agreement, until the area has been made safe by owner, or its designated representatives. Owner shall indemnify and hold Climatec harmless from and against any and all claims and the costs of such claims, including attorney's fees, for damages for bodily injury and/or property damage, as well as delay or work stoppage in any way connected with, caused by, or resulting from such unsafe conditions, whether or not owner pre-notifies Climatec of the existence of above-described materials.

7. OVERTIME. Unless otherwise stated, all labor of services to be supplied by Climatec shall be supplied during regular working hours on regular working days. If purchaser requests that Climatec supply labor or services outside such regular working hours, any pay differential, or other additional expense, shall be paid by purchaser as an extra.

8. DELIVERY. Delivery of equipment not agreed on the face hereof to be installed by or with assistance of Climatec shall be F.O.B. at warehouse or office selected by Climatec. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Climatec shall be C.I.F. at site of installation.

9. DELAYS. Climatec shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for, any of the equipment or software covered hereby if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of Climatec. In addition, Climatec shall not be liable for any delays caused by failure of purchaser or his agent, or agent of owner, to perform any of its obligations in a timely manner. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Climatec may allocate available equipment and software among its customers on any reasonable and equitable basis. Any delivery or completion date set forth in this proposal is approximate only, and Climatec shall not be liable for, nor shall the contract be breached by, any delivery by Climatec within a reasonable time after such date.

10. DAMAGE OR LOSS. Climatec shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this contract or any applicable prime contract. If thereafter (prior to payment in full to Climatec by purchaser) any such equipment or software

is damaged or destroyed by any cause whatsoever, other than by the fault of Climatec, the purchaser agrees promptly to pay or reimburse Climatec for such loss.

11. CLAIMS FOR SHORTAGES. Purchaser immediately upon receipt shall examine each shipment, and any claim for shortage must be reported to Climatec promptly.

12. TAXES. With regard to sales of equipment or software not installed by Climatec, the amount of all present and future taxes and governmental charges upon production, shipment, sale, or use of the equipment or software shall be added to the proposal price and paid by the purchaser. With regard to contracts for installation of equipment or software by Climatec, the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation or use of equipment or software which become effective after date of this proposal, shall be added to proposal price and paid by purchaser. If purchaser claims any such taxes do not apply to transactions covered by this proposal, purchaser shall provide Climatec with a tax exemption certificate acceptable to taxing authorities.

13. WARRANTY. Equipment installed by Climatec or with assistance of Climatec, which is returned transportation prepaid to Climatec's offices within 12 months after date of shipment and is found upon Climatec's inspection to be defective in material or workmanship will be repaired or replaced free of charge and return-shipped to Customer.

- (a) CLIMATEC HEREBY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CLIMATEC BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- (b) THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE, AND CLIMATEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE.
- (c) CLIMATEC MAKES NO CLAIMS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND FIRMWARE AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND EXPRESS OR IMPLIED WARRANTIES THAT THE OPERATION OF THE SOFTWARE OR FIRMWARE OR ANY PORTION THEREOF WILL BE INTERRUPTION OR ERROR FREE.
- (d) IN NO EVENT SHALL CLIMATEC BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM CLIMATEC'S PERFORMANCE, OR FAILURE TO PERFORM, PURSUANT TO THIS PROPOSAL OR THE CONTRACT, OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF CLIMATEC, OR OTHERWISE.

14. SOFTWARE LICENSE. Customer (end user) must agree, not to provide or otherwise make available the Software or any portion thereof, including, but not limited to program listings, object code, source code and disassembles, in printed, machine readable or any other form, to any third party without the prior written consent of Climatec and the manufacturer. Title to the ownership of the Software, whether in original, partial or modified form shall at all times remain with the manufacturer for each singular project installation. Failure by Customer to comply with any provision of this Agreement, including this Paragraph 14, shall immediately terminate all rights, but none of the obligations, of Customer under this Software license.

- (a) Title and full ownership rights to the Software and the Firmware and all copies thereof remain with the manufacturer. Customer agrees that the Software and the Firmware are proprietary information and trade secrets of the manufacturer and Customer agrees to execute an End User Agreement for the Software or the Firmware in such form as the manufacturer shall from time to time prescribe.
- (b) Customer agrees that it will not decompile, disassemble, reverse engineer, manufacture, copy or modify any portion of the Products, Software or the Firmware.

15. PROPRIETARY INFORMATION. All proprietary information (as defined herein) obtained by purchaser from Climatec in connection with this agreement shall remain the property of Climatec, and purchaser shall not divulge such information to any third party without prior written consent of Climatec. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to purchaser hereunder which Climatec deems proprietary or confidential and characterizes as proprietary at the time of disclosure to purchaser by marking or labeling the same "Proprietary, Confidential," or "Sensitive." The purchaser shall incur no obligations hereunder with respect to proprietary information which:

- (a) was in the purchaser's possession or was known to the purchaser prior to its receipt from Climatec;
- (b) is independently developed by the purchaser without the utilization of such confidential information of Climatec;
- (c) is or becomes public knowledge without the fault of the purchaser,
- (d) is or becomes available to the purchaser from a source other than Climatec
- (e) is or becomes available on an unrestricted basis to a third party from Climatec or from someone acting under its control;
- (f) is received by purchaser after notification to Climatec that the purchaser will not accept any further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2018

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 MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com Fax: 212-948-0770 095 18422	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Allianz Global Risks US Insurance Company INSURER B: Zurich American Insurance Company INSURER C: American Zurich Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 35300 16535 40142
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COVERAGES **CERTIFICATE NUMBER:** CHI-008943378-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CGL 2010811	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAP 1040859-02	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 25,000		ULA 2010812	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
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/A	N/A	WC 1040858-02	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: 09518422 - City of Galveston Niagara 4 Upgrades

Certificate Holder and Owner are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable under the general liability, auto liability and workers' compensation policies where required by written contract.

CERTIFICATE HOLDER

City of Galveston - City Hall P.O. Box 779 Galveston, TX 77554	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1040859 02	01-01-18	01-01-19	01-01-18	09196-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
BAP 1040859 02	01-01-2018	01-01-2019	01-01-2018	09196-000		

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CLIMATE LLC

Address (including ZIP code): 2851 WEST KATHLEEN ROAD
PHOENIX, AZ 85053

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization: ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor with whom you have agreed in writing in a contract or agreement that such Owner, Lessee or Contractor should be added as an Additional Insured on your policy.	All locations that are listed in the written contracts or agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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.

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
Any Owner, Lessee or Contractor with whom you have agreed in writing in a contract or agreement that such Owner, Lessee or Contractor should be added as an Additional Insured on your policy.	All locations that are listed in the written contracts or agreements.
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:

Any person or organization with whom you have agreed in writing in a contract or agreement to waive your right of recovery.

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2018

Policy No. WC 1040858-02

Endorsement No.

Insured Climatec, LLC

Premium \$

Insurance Company

Countersigned by _____

AMERICAN ZURICH INSURANCE COMPANY

1 of 1

Version V1.0.5523



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 8, 2018

Welcome to BuyBoard!

ReNotice of The Local Government Purchasing Cooperative Award
Proposal Name and Number: Trade Services, Proposal No. 558-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 3/1/2018 through 2/28/2019, 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. 558-18 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:

1. Vendor Quick Reference Sheet
2. 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.

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 **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



February 8, 2018

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Trade Services, Proposal No. 558-18

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 3/1/2018 through 2/28/2019, 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.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,

Department Director, Cooperative Procurement
v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Trade Services

Proposal Due Date/Opening Date and Time:
September 7, 2017 at 4:00 PM

Proposal Number: 558-18

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: March 1, 2018 through
February 28, 2019 with two (2) possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
January 2018

Climatec, LLC

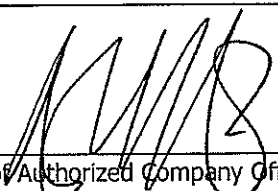
Name of Proposing Company

8/31/17

Date

1340 Airport Commerce Dr, Suite 480

Street Address


Signature of Authorized Company Official

Austin, TX 78741

City, State, Zip

Adrian Vasquez

Printed Name of Authorized Company Official

832-538-5882

Telephone Number of Authorized Company Official

Central Texas Sales Manager

Position or Title of Authorized Company Official

512-440-0703

Fax Number of Authorized Company Official

86-0945853

Federal ID Number



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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 to Proposers, 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;
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 and accepted by the Cooperative), 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 or nonprofit 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 as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form 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 CONTACT INFORMATION

Company: Climatec, LLC

Vendor Contact Name and Mailing Address for Notices: Adrian Vasquez, 1340 Airport Commerce Dr, Ste 480, Austin TX 78741

Company Website: www.climatec.com

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: avasquez@climatec.com

Internet Contact: Adrian Vasquez Phone: 832-538-5882

Alternate E-mail Address: eshelley@climatec.com

Alternate Internet Contact: Emily Shelley Phone: 512-358-0703

☐

I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: avasquez@climatec.com

Alternate E-mail Address: eshelley@climatec.com



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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: 2851 Kathleen Rd Department: _____

City: Phoenix State: AZ Zip Code: 85053

Contact Name: Erika Wildhaber Phone: 602-906-4199

Fax: _____ E-mail Address: erikaw@climatec.com

Alternative E-mail Address: _____



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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): _____

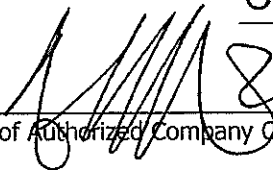
By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Climatec, LLC

Company Name

Adrian Vasquez

Printed Name


Signature of Authorized Company Official

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. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

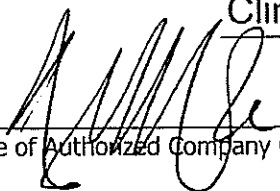
By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Climatec, LLC

Company Name

Adrian Vasquez

Printed Name


Signature of Authorized Company Official



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor 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):

Climatec, LLC

Company Name

Phoenix

City

2851 W. Kathleen Rd

Address

AZ

State

85053

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.

Climatec, LLC

Company Name


Signature of Authorized Company Official

Adrian Vasquez

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 38 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.

Climatec, LLC

Company Name

Adrian Vasquez

Printed Name

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and 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, available at <https://www.buyboard.com/Vendor/Resources.aspx>, 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. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, 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.

Climatec, LLC

Company Name

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

Signature of Authorized Company Official

Adrian Vasquez

Printed Name

8-31-2017

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal 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 or an attachment to this form. 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, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **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: project specific ARO

4. Vendor Reference/Quote Number: N/A

5. State your return policy: N/A

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☐ No

Climatec, LLC

Company Name

Signature of Authorized Company Official

Adrian Vasquez

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. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Climatec, LLC

Company Name

1340 Airport Commerce Dr, Suite 480

Address

Austin

TX

78741

City

State

Zip

832-538-5882

512-440-0703

Phone Number

Fax Number

Adrian Vasquez

Contact Person

Climatec, LLC

Company Name

1077 Central Parkway South, Suite 900

Address

San Antonio

TX

78232

City

State

Zip

832-538-5882

210-633-0411

Phone Number

Fax Number

Adrian Vasquez

Contact Person



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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. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Climatec, LLC

Company Name

3010 West Story Road

Address

Irving

TX

75038

City

State

Zip

972-569-0401

972-659-9586

Phone Number

Fax Number

Bryan Weidenbach

Contact Person

Climatec, LLC

Company Name

7701 W. Little York, Suite 100

Address

Houston

TX

77040

City

State

Zip

713-983-6500

713-983-6900

Phone Number

Fax Number

David Clarke

Contact Person



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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. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Climatec, LLC

Company Name

801 East Fern Avenue, Suite #108

Address

McAllen

TX

78501

City

State

Zip

832-538-5882

210-633-0411

Phone Number

Fax Number

Adrian Vasquez

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

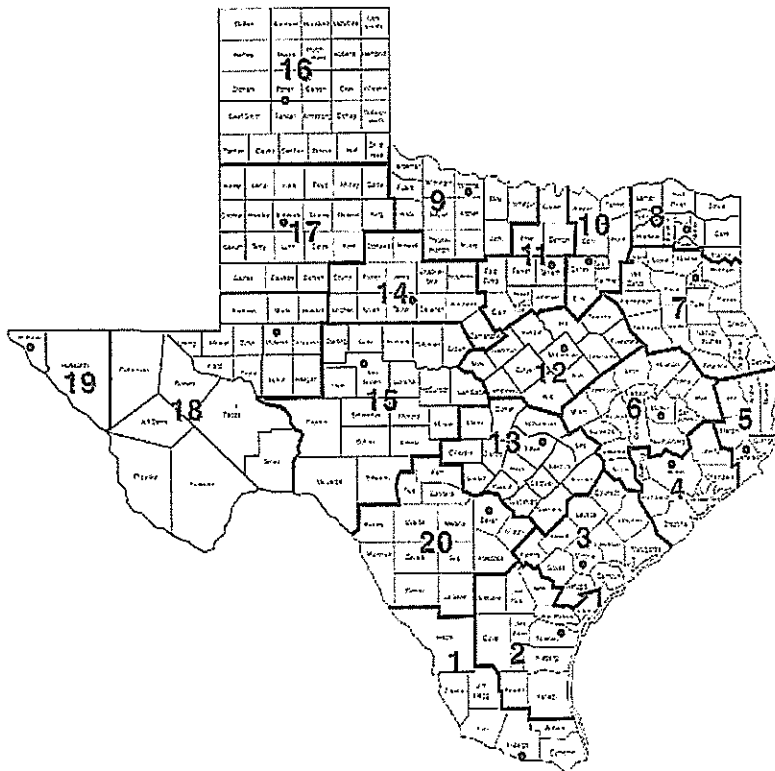


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TEXAS REGIONAL SERVICE DESIGNATION

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. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** 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

Climatec, LLC

Company Name

Signature of Authorized Company Official

Adrian Vasquez

Printed Name

☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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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.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☐ I will service all states in the United States.

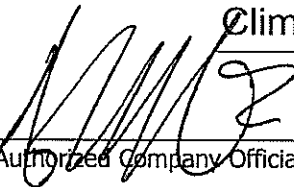
☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|---|--|
| ☐ 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 | |



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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.

	Climatec, LLC
	Company Name
	Adrian Vasquez
Signature of Authorized Company Official	Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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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.
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.



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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.

Climatec, LLC

Name of Vendor

Signature of Authorized Company Official

558-18

Proposal Invitation Number

Adrian Vasquez

Printed Name of Authorized Company Official

8-31-2017

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. 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: \$ 3,000,000.00. (The period of the 12 month period is 08-01-2016 / 08-01-2017). 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. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		246 42 1 & 246 1000
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)	Y		HVAC (JOC) Contract #170303
9. 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 in the same contract category as proposed in this Proposal Invitation, 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 (%): N/A

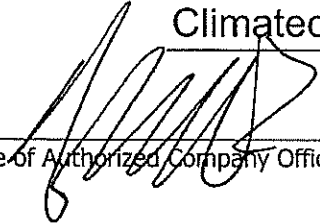
Proposed Discount (%): N/A

Explanation: WE CURRENTLY DO NOT HAVE A CONTRACT UNDER TRADE SERVICES 558-18.



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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.

	Climatec, LLC.
	Company Name
Signature of Authorized Company Official	Adrian Vasquez
	Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine 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#	Email Address	Discount	Quantity/ Volume
1. NORTHWEST ISD	CHARLES ASHBY	817-215-0130	CHARLES.ASHBY@NISDTX.ORG	60%	N/A
2. COPPELL ISD	LOUIS MACIAS	214-496-8056	LMACIAS@COPPELLISD.COM	60%	N/A
3. NORTHSIDE ISD	RICHARD DELACRUZ	210-485-9212	RICHARD.DELACRUZ@NISD.NET	60%	N/A
4. LEANDER ISD	MIKE CONKLE	512-570-0640	CHARLES.ASHBY@NISDTX.ORG	60%	N/A
5. TYLER ISD	WALTER JORDAN	903-262-1060	WALTER.JORDAN@TYLERISD.ORG	60%	N/A

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.

Climatec, LLC

Company Name

Signature of Authorized Company Official

Adrian Vasquez

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: Explain 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.

Climatec will notify its extensive list of government customers that we are now a vendor/trade service company under the BuyBoard Contract 558-18 and that purchases and services can be made utilizing this procurement method. Due to the interest that has already been expressed by many of our clients, we expect purchases to be made very quickly. We will also plan to issue quarterly reminders to make sure they know we are an approved trade service provider under contract 558-18.

Climatec, LLC

Company Name

Signature of Authorized Company Official

Adrian Vasquez

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, 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 notify Vendor or 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.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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.

Climatec, LLC

Company Name

Signature of Authorized Company Official

Adrian Vasquez

Printed Name

8-31-2017

Date



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VENDOR BUSINESS NAME

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: Climatec, LLC

(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 x _____
Partnership _____
Other _____

If other, identify _____

State of Incorporation (if applicable): ARIZONA

Federal Employer Identification Number: 86-0945853
(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.)*

Climatec, LLC

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Climatec, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Applies to accounts maintained outside the U.S.
	5 Address (number, street, and apt. or suite no.) 2851 W. Kathleen Rd	Requester's name and address (optional)
	6 City, state, and ZIP code Phoenix, AZ 85053	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

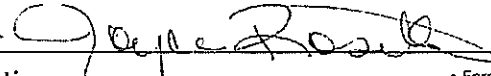
Social security number								
			-					
or								
Employer identification number								
8	6		-	0	9	4	5	8 5 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 12/15/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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EDGAR VENDOR CERTIFICATION

(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 complete 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.

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.



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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.

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.

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.

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.



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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.

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.

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.

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).

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.

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.



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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 No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Y	AV
2. Termination for Cause or Convenience	Y	AV
3. Equal Employment Opportunity	Y	AV
4. Davis-Bacon Act	Y	AV
5. Contract Work Hours and Safety Standards Act	Y	AV
6. Right to Inventions Made Under a Contract or Agreement	Y	AV
7. Clean Air Act and Federal Water Pollution Control Act	Y	AV
8. Debarment and Suspension	Y	AV
9. Byrd Anti-Lobbying Amendment	Y	AV
10. Procurement of Recovered Materials	Y	AV
11. Profit as a Separate Element of Price	Y	AV
12. General Compliance and Cooperation with Cooperative Members	Y	AV

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.

Climatec, LLC

Company Name

Signature of Authorized Company Official

Adrian Vasquez

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Climatec, LCC has been a leading provider of advanced building technologies and energy solutions for a wide variety of customers and market segments for over 40 years.

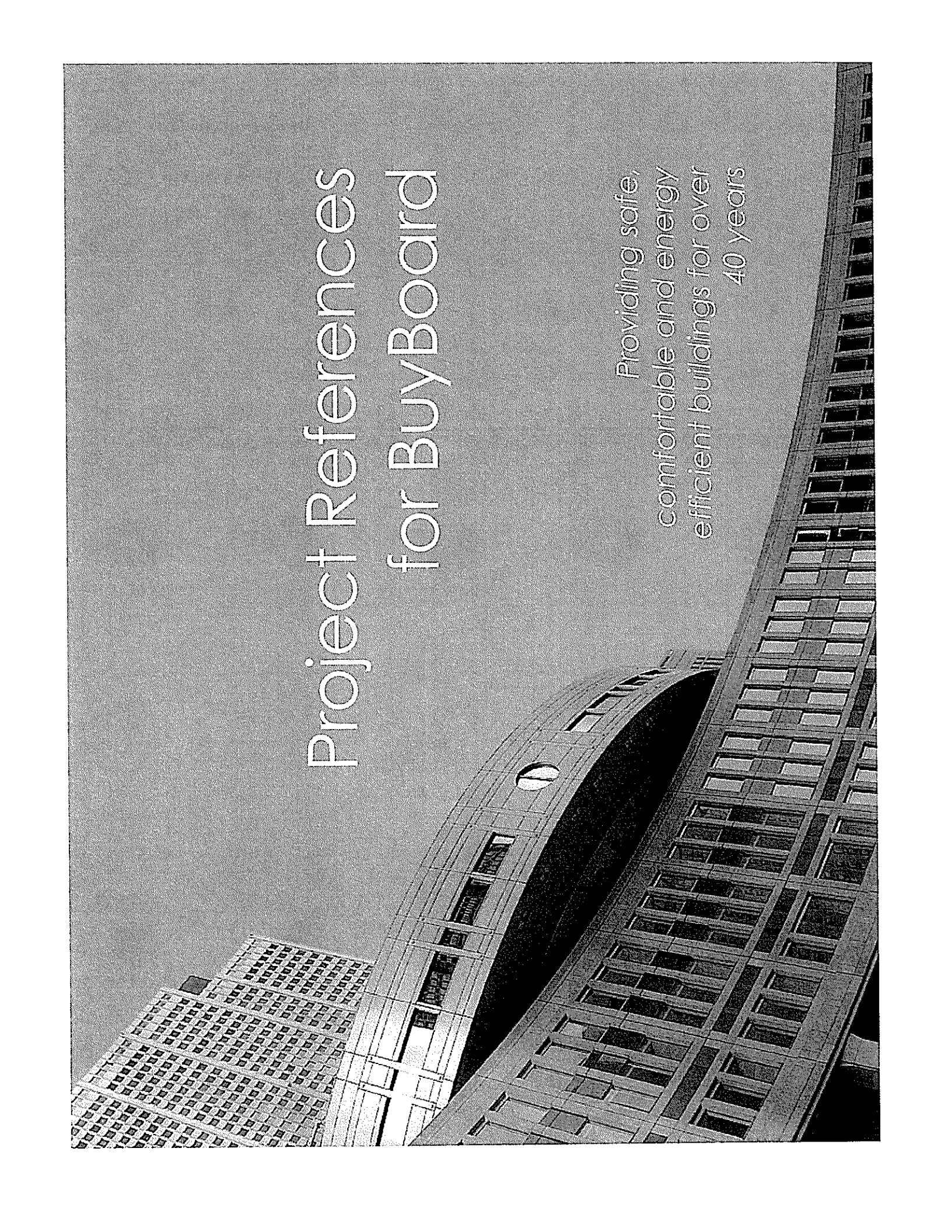
Climatec, LLC is not for sale nor involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Please reference the attached projects, references, and letters of recommendation.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Climatec has over 180 employees serving the state of Texas. All of the project design and development work is done in-house to ensure we deliver the best product possible. We also have a dedicated service group for each of our offices with staff solely responsible for servicing our customers (not in the project delivery side). Our staff of employees are some of the most talented and experienced people in our industry. Large quantities of our employees have over 20 years of industry experience.

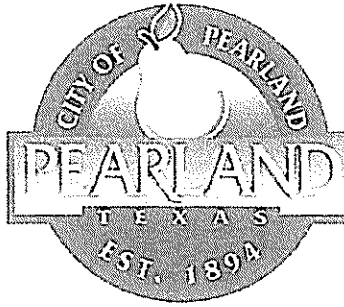


Project References for BuyBoard

Providing safe,
comfortable and energy
efficient buildings for over
40 years

Project References within 5 Years

- **Austin Bergstrom International Airport Retrofit**
- Integration and full system replacement of the entire airport HVAC controls infrastructure.
- Contact: Mike Robinson, Mike.Robinson@austintexas.gov, (512) 694-5946.
- 3600 Presidential Blvd. – Austin, TX 78719
- Over \$3M
- **State Preservation Board – Texas State Capital Building**
- Integration of Alerion to Tridium Niagara Front End.
- Contact: Mark Lindsey, Mark.Lindsey@ispb.texas.gov, (512) 970-1435
- 1100 Congress Avenue – Austin, TX 78701
- Over \$500k
- **Pflugerville ISD Multiple Schools**
- Alerion Technologies, New Construction.
- Contact: Stephen Waldron, Stephen.Waldron@pfisd.net, (512) 251-3795
- 2021 Crystal Bend Drive, Pflugerville, TX 78660
- Over \$1M Annually
- **Northside ISD Multiple Schools**
- Alerion Technologies, New Construction.
- Contact: Richard De La Cruz, PE., richard.delacruz@nisd.net
- 5900 Evers Road, Building E, San Antonio, Texas 78238
- Over \$2M Annually
- **Hays CISD Multiple Schools**
- Alerion Technologies, New Construction.
- Contact: Rod Walls, Rod.Walls@hayscisd.net, (512) 268-2141
- 21003 Interstate 35, Kyle, TX 78640
- Over \$800k Annually



Paul O'Connell
3501 E. Orange
Pearland, TX 77581

July 25, 2016

To Whom It May Concern:

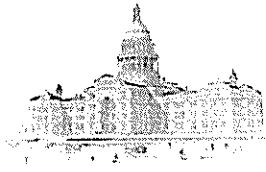
I serve in the role of Facility Management Supervisor for the City of Pearland and have worked with Climatec since 2011. During this time, Climatec was chosen as the sole HVAC Controls Vendor for the City of Pearland and has been a valuable asset to the long term management of our facilities. Because of their sustained quality of work, the City of Pearland has trusted Climatec to complete four facilities in our city, and they are now the specified controls contractor for any City of Pearland facility requiring building automation.

With all the responsibilities of building automation and energy management, Climatec has stood as trusted partner and provided us with the tools to achieve our operational and sustainability goals. Their software is durable and intuitive, and they are always responsive to my need for assistance. I truly appreciate that Climatec has proven their commitment to us and delivered on all the assurances they made. We are pleased with the service and product they provide and look forward to continuing a successful partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul O'Connell", written over a horizontal line.

Paul O'Connell
Facility Maintenance Manager



STATE PRESERVATION BOARD

The Honorable Greg Abbott, Governor, Chairman
The Honorable Dan Patrick, Lieutenant Governor, Co-Vice Chairman
The Honorable Joe Straus, Speaker of the House, Co-Vice Chairman
The Honorable Kelly Hancock, Texas Senate
The Honorable Charlie Geren, Texas House of Representatives
Iris H. Moore, Citizen Board Member
Rod Welsh, Executive Director

January 26, 2017

To Whom It May Concern:

Climatec was awarded the most recent Building Automation Project for HVAC controls at The State Capitol Building in Austin, Texas. This project consisted of integrating legacy technology with a new state of the art building automation system. We also purchased an ongoing 3 year warranty period of our system. Their technicians and staff are highly trained, and the quality of their work has been outstanding.

Our system is in full operation continuously, around the clock, and they have been a significant part in assisting us maintain an efficient and comfortable environment for our state's capitol offices. Over the last 2 years, we have made emergency, late night, calls during times of full occupancy and Climatec has delivered. Climatec has not let us down and has always impressed us with their quick response and very good service.

It has been great working with the team at Climatec and hope to continue this relationship in the future.

Larry Starkes
HVAC Group Leader
State Preservation Board



CITY OF HOUSTON

Sylvester Turner

Mayor



George Bush Intercontinental ~ William P. Hobby ~ Ellington Airport

Mario C. Diaz
Director of Aviation

David Stein
7800 Airport Boulevard
Houston, TX 77061

August 22, 2016

Reference: Houston Airport Systems HVAC Controls Hobby

To Whom It May Concern:

It is my pleasure to write this letter of recommendation on behalf of Climatec. I am the Airport Inspector at the Houston Airport System Hobby Airport division and have worked with Climatec since 01-15-2006.

Climatec has served as the sole HVAC Controls Vendor on all of our recent terminal & concourse expansion facilities as well as our international terminal including our newest Satellite plant and our existing utility plant at Hobby Airport. Climatec has been a valuable asset to the long term management of our facilities.

My personal experience working with Climatec has been excellent. They employ trustworthy professionals who bring important technical knowledge and outstanding management skills to their projects. Their team of administrators, project managers, programmers and technicians are all focused and very experienced. Every aspect of their projects are carefully managed to ensure on time completion to the satisfaction of everyone involved. Because of their sustained quality of work and outstanding Building Automation and Energy Management System, we are positioned to achieve our operational and sustainability goals.

I truly appreciate that Climatec has proven their commitment to us and delivered on all the assurances they made. We are pleased with the service and product they provide and look forward to continuing a successful partnership. Anyone would be well served in choosing Climatec as their controls contractor for upcoming projects.

Please feel free to contact me should you require any additional information.

Sincerely,

Dave Stein
Airport Inspector
HVAC Controls
Bag Belts
Jet Bridges
Elevators Escalators & Moving Walkways
david.stein@houston.tx.gov
832-474-7143

Council Members: Brenda Stardig, Jerry Davis, Ellen R. Cohen, Dwight A. Boykins, Dave Martin, Richard Nguyen, Oliver Pennington, Edward Gonzalez, Robert Gallegos, Mike Laster, Larry V. Green, Stephen C. Costello, David W. Robinson, Michael Kubosh, C.O. "Brad" Bradford, Jack Christie
Controller: Ronald C. Green

William P. Hobby: 7800 Airport Boulevard, Houston, Texas 77061-4169 ~ Phone: 713 640-3000 ~ Fax: 713 641-7703
www.Fly2Houston.com ~ www.houston.tx.gov

Climatec.docx



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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Climatec will work with the cooperative members to provide a mutually agreed upon solution to procuring the architectural and engineering services. We would recommend a fair solution such as cost plus overhead and profit.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

Climatec handles every aspect of the project in-house with the exception of cabling. We utilize subcontractors for low voltage cable installation of our products. These subcontractors have worked with us for many years and must meet our stringent installation quality criteria.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Firm's financial strength: DUNS# 050895015.

Bonding capacity: Please see attached letter from our surety.

Insurance coverage limits: Please see attached sample certificate of insurance. The firm, nor any of its owners, past and present, principle shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No



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8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

None

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Climatec utilizes our in-house personnel to commission every project to ensure the system is installed and operating as designed.

We also utilize features in the HVAC control system software to help troubleshoot issues before they have been turned

over to the customer. We offer a standard, one (1) year, warranty with all systems we install. We also work with our customers to

develop customized technical support agreements to ensure they get all the support they require for the life of their system.

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Marsh and McClennan Companies. Please see the attached letter.



Adrienne C. Stevenson
Assistant Vice President
Marsh USA Inc.
540 West Madison Street
Chicago, IL 60661-3630
+1 312 627 6772
adrienne.c.stevenson@marsh.com
www.marsh.com

February 9, 2017

Re: Climatec, LLC

Project: Contractor Qualification

To Whom It May Concern:

Westchester Fire Insurance Company is the Surety for Climatec, LLC and Marsh USA Inc. is their surety agent that currently has the privilege of providing bonds for Climatec, LLC. Climatec, LLC's financial strength and management capabilities have qualified them for bonding on any project, which they have chosen to undertake. As such, Westchester Fire Insurance Company highly recommends them for favorable consideration on your project.

Climatec, LLC has been extended a bonding facility, which will support individual projects up to \$10,000,000.00 and an aggregate work program in the \$100,000,000.00 range. Climatec, LLC currently has in excess of \$60,000,000.00 available capacity. Surety bonds are issued through the Westchester Fire Insurance Company which is rated A++ XV by AM Best and is listed in the Federal Register.

Westchester Fire Insurance Company holds Climatec, LLC in the highest regard. We heartily endorse their organization and will provide the requisite bonding should projects be awarded to Climatec, LLC. This commitment is subject to acceptable contractual and underwriting terms and conditions.

Sincerely,

Westchester Fire Insurance Company

A handwritten signature in black ink, appearing to read 'Adrienne C. Stevenson'.

Adrienne C. Stevenson
Attorney-in-Fact

STATE OF ILLINOIS
COUNTY OF COOK

I, Katherine J. Foreit a notary Public in and for said County, do hereby certify that
Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to
be the same person whose name is subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that they signed, sealed, and delivered said instrument
for and on behalf of

WESTCHESTER FIRE INSURANCE COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,

this 9th day of February A.D. 2017

Katherine J. Foreit
Notary Public



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

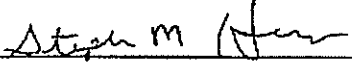
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Adrienne C Stevenson, Amy B Wickett, C. R. Hernandez, Gabriel Jaquez, John K Johnson, Katherine J Forest, Trinity Garcia, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 28 day of September 2016.

WESTCHESTER FIRE INSURANCE COMPANY




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 28 day of September, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



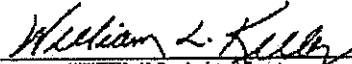

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 9 day of February,

2017




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 28, 2018



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12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

2016: .57

2015: .71

2014: .84

Please reference the attached letter.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Climatec, LLC

Company Name

Signature of Authorized Company Official



Jan Mitchell
Associate Client Manager

Marsh USA Inc.
2325 East Camelback Road
Suite 600
Phoenix, AZ 85016
+1 602 337 6300
janet.k.mitchell@marsh.com
www.marsh.com

January 6, 2017

Subject: NCCI Experience Modification Factor
Risk ID #913540200

To Whom it May Concern:

Please accept this letter as verification that Climatec, LLC NCCI experience modification factor for the past 3 years are presented below.

Year	ID #	Effective Date	Modification Factor	Production Date
2016	913540200	12/31/2016	0.57	11/29/2016
2015	913540200	12/31/2015	0.71	8/24/2016
2014	913540200	12/31/2014	0.84	2/10/16

Please advise if you have any questions.

Sincerely,

Jan Mitchell

Jan Mitchell
Associate Client Manager



Jan Mitchell
Associate Client Manager

Marsh USA Inc.
2325 East Camelback Road
Suite 600
Phoenix, AZ 85016
+1 602 337 6300
janet.k.mitchell@marsh.com
www.marsh.com

January 10, 2017

Subject: NCCI Experience Modification Factor
Risk ID #913540200

To Whom it May Concern:

Please accept this letter as verification that Climatec, LLC NCCI experience modification factor effective 12/31/2016 is .57.

Please advise if you have any questions.

Sincerely,

Jan Mitchell

Jan Mitchell
Associate Client Manager

document1



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Dealership Listings**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists and Trade License(s)**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered: ☐ Manufacturers shall be listed in alphabetical order ☐ Vendor's must list one specific percentage discount for each Manufacturer listed. If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered. NOTE 2: Proposer's responding to this Proposal Invitation should submit copy of their license from the Texas Department of License and Regulations applicable to the proposed service(s). If a proposer will serve outside the State of Texas, the appropriate licenses required by the licensing agency for the state(s) the vendor proposes to serve shall be provided. NOTE 3: An apprentice is a beginner or trainee who works under direct supervision of an HVAC master, master electrician, master plumber or project manager. A journeyman is trained and experienced and can work on his own under the general guidance of a project manager or master. A project manager or master originates projects, gets permits for construction and installations and oversees the work of journeymen and apprentices. NOTE 4: Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours"). NOTE 5: Vendors proposing to provide trade services may propose either a not-to-exceed hourly labor rate (HVAC, plumbing, and/or electrical only) or a coefficient from unit price book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places.				
Item No.	Short Description	Full Description	Not To Exceed Hourly Labor Rate	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
Section IA: Electrical, Plumbing and HVAC Labor - Standard and Non-Standard Working Hours (Hourly Labor Rate)				
1	Electrical Labor, Apprentice, Standard Working Hours	Electrical Labor, Apprentice -- state the not to exceed Standard Hourly labor rate for Electrical Labor Apprentice, Standard Working Hours.	\$70.00/Hour	HVAC Low Voltage Technician

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not To Exceed Hourly Labor Rate	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)
2	Electrical Labor, Apprentice, Non-Standard Working Hours	<u>Electrical Labor, Apprentice -- state the not to exceed Non-Standard Hourly labor rate</u> for Electrical Labor Apprentice, Non-Standard Working Hours.	\$100.00/Hour	HVAC Low Voltage Technician
3	Electrical Labor, Journeyman, Standard Working Hours	<u>Electrical Labor, Journeyman -- state the not to exceed Standard Hourly labor rate</u> for Electrical Labor Journeyman, Standard Working Hours.	N/A	N/A
4	Electrical Labor, Journeyman, Non-Standard Working Hours	<u>Electrical Labor, Journeyman -- state the not to exceed Non-Standard Hourly labor rate</u> for Electrical Labor Journeyman, Non-Standard Working Hours.	N/A	N/A
5	Electrical Labor, Master Electrician, Standard Working Hours	<u>Electrical Labor, Master Electrician -- state the not to exceed Standard Hourly labor rate</u> for Electrical Labor Master Electrician, Standard Working Hours.	N/A	N/A
6	Electrical Labor, Master Electrician, Non-Standard Working Hours	<u>Electrical Labor, Master Electrician -- state the not to exceed Non-Standard Hourly labor rate</u> for Electrical Labor Master Electrician, Standard Working Hours.	N/A	N/A
7	All Other Electrical Labor, Standard Working Hours	<u>All Other Electrical Labor -- state the not to exceed Standard Hourly labor rate</u> for All Other Electrical Labor, Standard working hours.	N/A	N/A

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not To Exceed Hourly Labor Rate	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
8	All Other Electrical Labor, Non-Standard working hours	<u>All Other Electrical Labor</u> -- state the <u>not to exceed non-standard hourly labor rate</u> for All Other Electrical Labor, Non-Standard working hours.	N/A	N/A
9	Plumbing Labor, Apprentice, Standard Working Hours	<u>Plumbing Labor, Apprentice</u> -- state the <u>not to exceed Standard Hourly labor rate</u> for Plumbing Labor Apprentice, Standard Working Hours.	N/A	N/A
10	Plumbing Labor, Apprentice, Non-Standard Working Hours	<u>Plumbing Labor, Apprentice</u> -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for Plumbing Labor Apprentice, Non-Standard Working Hours.	N/A	N/A
11	Plumbing Labor, Journeyman, Standard Working Hours	<u>Plumbing Labor, Journeyman</u> -- state the <u>not to exceed Standard Hourly labor rate</u> for Plumbing Labor Journeyman Standard Working Hours.	N/A	N/A
12	Plumbing Labor, Journeyman, Non-Standard Working Hours	<u>Plumbing Labor, Journeyman</u> -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for Plumbing Labor Journeyman, Non-Standard Working Hours.	N/A	N/A
13	Plumbing Labor, Master Plumber, Standard Working Hours	<u>Plumbing Labor, Master Plumber</u> -- state the <u>not to exceed Standard Hourly labor rate</u> for Other Plumbing Labor Master Plumber, Standard Working Hours.	N/A	N/A

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not To Exceed Hourly Labor Rate	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
14	Plumbing Labor, Master Plumber, Non-Standard Working Hours	Plumbing Labor, Master Plumber -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for Other Plumbing Labor Master Plumber, Non-Standard Working Hours.	N/A	N/A
15	All Other Plumbing Labor, Standard Working Hours	All Other Plumbing Labor -- state the <u>not to exceed Standard Hourly labor rate</u> for All Other Plumbing Labor Standard Working Hours.	N/A	N/A
16	All Other Plumbing Labor, Non-Standard Working Hours	All Other Plumbing Labor -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for All Other Plumbing Labor, Non-Standard Working Hours.	N/A	N/A
17	HVAC Labor, Apprentice, Standard Working Hours	HVAC Labor, Apprentice -- state the <u>not to exceed Standard Hourly labor rate</u> for HVAC Labor Apprentice, Standard Working Hours.	\$65.00/Hour	Basic Technician
18	HVAC Labor, Non-Standard Working Hours	HVAC Labor, Apprentice -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for HVAC Labor Apprentice, Non-Standard Working Hours.	\$95.00/Hour	Basic Technician
19	HVAC Labor, Journeyman, Standard Working Hours	HVAC Labor, Journeyman -- state the <u>not to exceed Standard Hourly labor rate</u> for HVAC Labor Journeyman Standard Working Hours.	\$80.75/Hour	Technician

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not To Exceed Hourly Labor Rate	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
20	HVAC Labor, Journeyman, Non-Standard Working Hours	HVAC Labor, Journeyman -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for HVAC Labor Journeyman, Non-Standard Working Hours.	\$ 110.75 /Hour	Technician
21	HVAC Labor, HVAC Master, Standard Working Hours	HVAC Labor, HVAC Master -- state the <u>not to exceed Standard Hourly labor rate</u> for HVAC Master Labor, Standard Working Hours.	\$ 90.25 /Hour	Systems Specialist
22	HVAC Labor, HVAC Master, Non-Standard Working Hours	HVAC Labor, HVAC Master -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for HVAC Master Labor, Non-Standard Working Hours.	\$ 120.25 /Hour	Systems Specialist
23	All Other HVAC Labor, Standard Working Hours	All Other HVAC Labor -- state the <u>not to exceed Standard Hourly labor rate</u> for All Other HVAC Labor, Standard Working Hours.	\$ 94.50 /Hour	Project Manager
24	All Other HVAC Labor, Non-Standard Working Hours	All Other HVAC Labor -- state the <u>not to exceed Non-Standard Hourly labor rate</u> for All Other HVAC Labor, Non-Standard Working Hours.	\$ 124.50 /Hour	Project Manager

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

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Section IB: Electrical, Plumbing, and HVAC Supplies and Materials			State Percent of Discount (%) off Catalog/Pricelist	State Name of Catalog/Pricelist
25	Discount (%) Off All Supplies and Materials	Please state the discount (%) off catalog/pricelist for All Supplies and Materials related to Electrical, Plumbing, and HVAC trade services for the not to exceed hourly labor rate proposed by vendor. Catalog/Pricelist MUST be included or Proposal will NOT be considered.		Alerton and GSA Pricing Catalog (attached).
Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
Section II: Trade Services - Texas Regions Coefficient for Standard and Non-Standard Hours				
26	Texas Region 1 Coefficient for Standard Hours (RSMeans)	Texas Region 1 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
27	Texas Region 1 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 1 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
28	Texas Region 2 Coefficient for Standard Hours (RSMeans)	Texas Region 2 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
29	Texas Region 2 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 2 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
30	Texas Region 3 Coefficient for Standard Hours (RSMeans)	Texas Region 3 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
31	Texas Region 3 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 3 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
32	Texas Region 4 Coefficient for Standard Hours (RSMeans)	Texas Region 4 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
33	Texas Region 4 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 4 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
34	Texas Region 5 Coefficient for Standard Hours (RSMeans)	Texas Region 5 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
35	Texas Region 5 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 5 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
36	Texas Region 6 Coefficient for Standard Hours (RSMeans)	Texas Region 6 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
37	Texas Region 6 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 6 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
38	Texas Region 7 Coefficient for Standard Hours (RSMeans)	Texas Region 7 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
39	Texas Region 7 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 7 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
40	Texas Region 8 Coefficient for Standard Hours (RSMeans)	Texas Region 8 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
41	Texas Region 8 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 8 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
42	Texas Region 9 Coefficient for Standard Hours (RSMMeans)	Texas Region 9 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
43	Texas Region 9 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 9 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
44	Texas Region 10 Coefficient for Standard Hours (RSMMeans)	Texas Region 10 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
45	Texas Region 10 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 10 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
46	Texas Region 11 Coefficient for Standard Hours (RSMMeans)	Texas Region 11 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
47	Texas Region 11 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 11 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
48	Texas Region 12 Coefficient for Standard Hours (RSMMeans)	Texas Region 12 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
49	Texas Region 12 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 12 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
50	Texas Region 13 Coefficient for Standard Hours (RSMMeans)	Texas Region 13 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
51	Texas Region 13 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 13 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
52	Texas Region 14 Coefficient for Standard Hours (RSMMeans)	Texas Region 14 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
53	Texas Region 14 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 14 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
54	Texas Region 15 Coefficient for Standard Hours (RSMMeans)	Texas Region 15 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
55	Texas Region 15 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 15 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
56	Texas Region 16 Coefficient for Standard Hours (RSMMeans)	Texas Region 16 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
57	Texas Region 16 Coefficient for Non-Standard Hours (RSMMeans)	Texas Region 16 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
58	Texas Region 17 Coefficient for Standard Hours (RSMMeans)	Texas Region 17 Coefficient for Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)
59	Texas Region 17 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 17 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
60	Texas Region 18 Coefficient for Standard Hours (RSMeans)	Texas Region 18 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
61	Texas Region 18 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 18 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
62	Texas Region 19 Coefficient for Standard Hours (RSMeans)	Texas Region 19 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
63	Texas Region 19 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 19 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
64	Texas Region 20 Coefficient for Standard Hours (RSMeans)	Texas Region 20 Coefficient for Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!) We are not proposing services via RS Means Coefficients.
65	Texas Region 20 Coefficient for Non-Standard Hours (RSMeans)	Texas Region 20 Coefficient for Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	
Section III: Trade Services - Other States Coefficient for Standard and Non-Standard Hours				
66	Alabama Coefficient For Standard Hours (RSMeans)	Alabama Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
67	Alabama Coefficient For Non-Standard Hours (RSMeans)	Alabama Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
68	Alaska Coefficient For Standard Hours (RSMeans)	Alaska Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
69	Alaska Coefficient For Non-Standard Hours (RSMeans)	Alaska Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered^{1.})

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
70	Arizona Coefficient For Standard Hours (RSMeans)	Arizona Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
71	Arizona Coefficient For Non-Standard Hours (RSMeans)	Arizona Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
72	Arkansas Coefficient For Standard Hours (RSMeans)	Arkansas Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
73	Arkansas Coefficient For Non-Standard Hours (RSMeans)	Arkansas Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
74	California Coefficient For Standard Hours (RSMeans)	California Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
75	California Coefficient For Non-Standard Hours (RSMeans)	California Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

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Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
76	Colorado Coefficient For Standard Hours (RSMeans)	Colorado Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
77	Colorado Coefficient For Non-Standard Hours (RSMeans)	Colorado Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
78	Connecticut Coefficient For Standard Hours (RSMeans)	Connecticut Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
79	Connecticut Coefficient For Non-Standard Hours (RSMeans)	Connecticut Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
80	Delaware Coefficient For Standard Hours (RSMeans)	Delaware Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

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Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
81	Delaware Coefficient For Non-Standard Hours (RSMMeans)	Delaware Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
82	District of Columbia Coefficient For Standard Hours (RSMMeans)	District of Columbia Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
83	District of Columbia Coefficient For Non-Standard Hours (RSMMeans)	District of Columbia Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
84	Florida Coefficient For Standard Hours (RSMMeans)	Florida Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
85	Florida Coefficient For Non-Standard Hours (RSMMeans)	Florida Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

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Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
86	Georgia Coefficient For Standard Hours (RSMMeans)	Georgia Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
87	Georgia Coefficient For Non-Standard Hours (RSMMeans)	Georgia Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
88	Hawaii Coefficient For Standard Hours (RSMMeans)	Hawaii Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
89	Hawaii Coefficient For Non-Standard Hours (RSMMeans)	Hawaii Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
90	Idaho Coefficient For Standard Hours (RSMMeans)	Idaho Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

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Proposal Invitation No. 558-18-Trade Services

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Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
91	Idaho Coefficient For Non-Standard Hours (RSMeans)	Idaho Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
92	Illinois Coefficient For Standard Hours (RSMeans)	Illinois Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
93	Illinois Coefficient For Non-Standard Hours (RSMeans)	Illinois Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
94	Indiana Coefficient For Standard Hours (RSMeans)	Indiana Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
95	Indiana Coefficient For Non-Standard Hours (RSMeans)	Indiana Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
96	Iowa Coefficient For Standard Hours (RSMMeans)	Iowa Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
97	Iowa Coefficient For Non-Standard Hours (RSMMeans)	Iowa Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
98	Kansas Coefficient For Standard Hours (RSMMeans)	Kansas Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
99	Kansas Coefficient For Non-Standard Hours (RSMMeans)	Kansas Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
100	Kentucky Coefficient For Standard Hours (RSMMeans)	Kentucky Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered^{1.})

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
101	Kentucky Coefficient For Non-Standard Hours (RSMMeans)	Kentucky Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
102	Louisiana Coefficient For Standard Hours (RSMMeans)	Louisiana Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
103	Louisiana Coefficient For Non-Standard Hours (RSMMeans)	Louisiana Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
104	Maine Coefficient For Standard Hours (RSMMeans)	Maine Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
105	Maine Coefficient For Non-Standard Hours (RSMMeans)	Maine Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
106	Maryland Coefficient For Standard Hours (RSMMeans).	Maryland Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
107	Maryland Coefficient For Non-Standard Hours (RSMMeans)	Maryland Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
108	Massachusetts Coefficient For Standard Hours (RSMMeans)	Massachusetts Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
109	Massachusetts Coefficient For Non-Standard Hours (RSMMeans)	Massachusetts Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
110	Michigan Coefficient For Standard Hours (RSMMeans)	Michigan Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
111	Michigan Coefficient For Non-Standard Hours (RSMeans)	Michigan Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
112	Minnesota Coefficient For Standard Hours (RSMeans)	Minnesota Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
113	Minnesota Coefficient For Non-Standard Hours (RSMeans)	Minnesota Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
114	Mississippi Coefficient For Standard Hours (RSMeans)	Mississippi Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
115	Mississippi Coefficient For Non-Standard Hours (RSMeans)	Mississippi Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered^{1.})

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
116	Missouri Coefficient For Standard Hours (RSMeans)	Missouri Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
117	Missouri Coefficient For Non-Standard Hours (RSMeans)	Missouri Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
118	Montana Coefficient For Standard Hours (RSMeans)	Montana Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
119	Montana Coefficient For Non-Standard Hours (RSMeans)	Montana Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
120	Nebraska Coefficient For Standard Hours (RSMeans)	Nebraska Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered^{1.})

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
121	Nebraska Coefficient For Non-Standard Hours (RSMMeans)	Nebraska Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
122	Nevada Coefficient For Standard Hours (RSMMeans)	Nevada Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
123	Nevada Coefficient For Non-Standard Hours (RSMMeans)	Nevada Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
124	New Hampshire Coefficient For Standard Hours (RSMMeans)	New Hampshire Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
125	New Hampshire Coefficient For Non-Standard Hours (RSMMeans)	New Hampshire Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
126	New Jersey Coefficient For Standard Hours (RSMeans)	New Jersey Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
127	New Jersey Coefficient For Non-Standard Hours (RSMeans)	New Jersey Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
128	New Mexico Coefficient For Standard Hours (RSMeans)	New Mexico Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
129	New Mexico Coefficient For Non-Standard Hours (RSMeans)	New Mexico Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
130	New York Coefficient For Standard Hours (RSMeans)	New York Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
131	New York Coefficient For Non-Standard Hours (RSMeans)	New York Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	We are not proposing services via RS Means Coefficients.	We are not proposing services via RS Means Coefficients.
132	North Carolina Coefficient For Standard Hours (RSMeans)	North Carolina Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
133	North Carolina Coefficient For Non-Standard Hours (RSMeans)	North Carolina Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
134	North Dakota Coefficient For Standard Hours (RSMeans)	North Dakota Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
135	North Dakota Coefficient For Non-Standard Hours (RSMeans)	North Dakota Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

1. Detailed Information of services must be submitted or Proposal will not be considered

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)
136	Ohio Coefficient For Standard Hours (RSMMeans)	Ohio Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
137	Ohio Coefficient For Non-Standard Hours (RSMMeans)	Ohio Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
138	Oklahoma Coefficient For Standard Hours (RSMMeans)	Oklahoma Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
139	Oklahoma Coefficient For Non-Standard Hours (RSMMeans)	Oklahoma Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
140	Oregon Coefficient For Standard Hours (RSMMeans)	Oregon Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)
141	Oregon Coefficient For Non-Standard Hours (RSMeans)	Oregon Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
142	Pennsylvania Coefficient For Standard Hours (RSMeans)	Pennsylvania Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
143	Pennsylvania Coefficient For Non-Standard Hours (RSMeans)	Pennsylvania Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
144	Rhode Island Coefficient For Standard Hours (RSMeans)	Rhode Island Coefficient For Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
145	Rhode Island Coefficient For Non-Standard Hours (RSMeans)	Rhode Island Coefficient For Non-Standard Hours for All Trade Services as listed in RSMeans Cost Data Book -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
146	South Carolina Coefficient For Standard Hours (RSMMeans)	South Carolina Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
147	South Carolina Coefficient For Non-Standard Hours (RSMMeans)	South Carolina Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
148	South Dakota Coefficient For Standard Hours (RSMMeans)	South Dakota Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
149	South Dakota Coefficient For Non-Standard Hours (RSMMeans)	South Dakota Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
150	Tennessee Coefficient For Standard Hours (RSMMeans)	Tennessee Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
151	Tennessee Coefficient For Non-Standard Hours (RSMMeans)	Tennessee Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
152	Utah Coefficient For Standard Hours (RSMMeans)	Utah Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
153	Utah Coefficient For Non-Standard Hours (RSMMeans)	Utah Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
154	Vermont Coefficient For Standard Hours (RSMMeans)	Vermont Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
155	Vermont Coefficient For Non-Standard Hours (RSMMeans)	Vermont Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
156	Virginia Coefficient For Standard Hours (RSMMeans)	Virginia Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
157	Virginia Coefficient For Non-Standard Hours (RSMMeans)	Virginia Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
158	Washington Coefficient For Standard Hours (RSMMeans)	Washington Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
159	Washington Coefficient For Non-Standard Hours (RSMMeans)	Washington Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
160	West Virginia Coefficient For Standard Hours (RSMMeans)	West Virginia Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 558-18-Trade Services

(Detailed Information of services must be submitted or Proposal will not be considered^{1.})

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)
161	West Virginia Coefficient For Non-Standard Hours (RSMMeans)	West Virginia Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
162	Wisconsin Coefficient For Standard Hours (RSMMeans)	Wisconsin Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
163	Wisconsin Coefficient For Non-Standard Hours (RSMMeans)	Wisconsin Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
164	Wyoming Coefficient For Standard Hours (RSMMeans)	Wyoming Coefficient For Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	
165	Wyoming Coefficient For Non-Standard Hours (RSMMeans)	Wyoming Coefficient For Non-Standard Hours for All Trade Services as listed in RSMMeans Cost Data Book -- RSMMeans Cost Data from the Total INCL O&P column (most current edition).	_____	

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

CLIMATEC LLC

License Number 991066

to engage in the business or act in the capacity of a contractor in the following classification(s):

C10 - ELECTRICAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

March 7, 2014

Issued March 6, 2014

Joan M. Hancock
Joan M. Hancock, Board Chair

Stephen P. Sands
Stephen P. Sands, Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



991066

License Number

Entity LLC

Business Name CLIMATEC LLC

Classification C10 C20 B

Expiration Date 03/31/2018

www.cslb.ca.gov



Contractor's License Detail for License # 991066

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

CLIMATEC LLC
2851 W KATHLEEN ROAD
PHOENIX, AZ 85053
Business Phone Number:(602) 944-3330

Entity Ltd Liability
Issue Date 03/06/2014
Expire Date **03/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

This license filed a Contractor's Bond with WESTCHESTER FIRE INSURANCE COMPANY.
Bond Number: K09223575
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with ARGONAUT INSURANCE COMPANY.
Bond Number: SUR0018657
Bond Amount: \$100,000
Effective Date: 06/13/2013

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **K09223587** for KEENEN TERRY STEWART in the amount of **\$12,500** with WESTCHESTER FIRE INSURANCE COMPANY.
Effective Date: 05/28/2015
BQI's Bond History
This license filed Bond of Qualifying Individual number **K09223599** for MANN HARRIS FRANK in the amount of **\$12,500** with WESTCHESTER FIRE INSURANCE COMPANY.
Effective Date: 05/28/2015
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the AMERICAN ZURICH INSURANCE COMPANY
Policy Number: WC1040858
Effective Date: 01/01/2016
Expire Date: 01/01/2017
Workers' Compensation History

Liability Insurance Information

This license has liability insurance with LIBERTY MUTUAL FIRE INSURANCE COMPANY
Policy Number: CGL2006282
Amount: \$2,000,000
Effective Date: 12/31/2015
Expiration Date: 01/01/2017
Liability Insurance History

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 488-1100

Northern Nevada Office
3670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

CLIMATEC LLC

Licensed since February 28, 2013

License No. **0077749**

Is duly licensed as a contractor in the following classification(s).

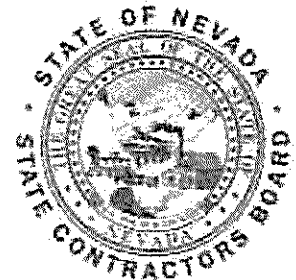
PRINCIPALS:

TERRENCE STEWART KEENEN, Manager

C21B-AIR CONDITIONING

LIMIT **Unlimited**
EXPIRES: **02/28/2019**


Chairman, Nevada State Contractors Board



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN.

CLIMATEC LLC
140 GRAND STREET
SUITE 300
WHITE PLAINS NY 10601

LIC. NO.
0077749

EXPIRES:
02/28/2019

LIMIT **Unlimited**
Class: **C21B**

**STATE OF NEVADA
STATE CONTRACTORS BOARD**

3670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards of my license (S/T/E) each.

Firm Name: _____

License No: _____

Date: _____ By: _____

CLIMATEC LLC
140 GRAND STREET
SUITE 300
WHITE PLAINS NY 10601

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

CLIMATEC LLC

Licensed since October 08, 2013

License No. **0078392**

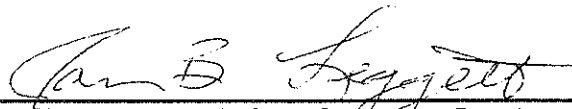
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

TERRENCE STEWART KEENEN, Manager
DARIUSZ EMANUEL MOTYKA, Qualified Ir

C-2-ELECTRICAL CONTRACTING

LIMIT: Unlimited
EXPIRES: 10/31/2017


Chairman, Nevada State Contractors Board



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN.

CLIMATEC LLC
2851 WEST KATHLEEN ROAD
PHOENIX AZ 85053

LIC NO
0078392

EXPIRES:
10/31/2017

LIMIT: Unlimited
Class: C-2

**STATE OF NEVADA
STATE CONTRACTORS BOARD**
9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each

Firm Name _____

License No. _____

Date _____ By _____

CLIMATEC LLC
2851 WEST KATHLEEN ROAD
PHOENIX AZ 85053



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

CLIMATEC LLC

License Number 991066

to engage in the business or act in the capacity of a contractor in the following classification(s):

C10 - ELECTRICAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

March 7, 2014

Issued March 6, 2014

Joan M. Hancock

Joan M. Hancock, Board Chair

Stephen P. Sands

Stephen P. Sands, Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



991066

License Number

Energy LLC

Business Name
CLIMATEC LLC

Certification
C10 C20 B



Expiration Date
03/31/2018

www.cslb.ca.gov

Contractor's License Detail for License # 991066

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

CLIMATEC LLC
2851 W KATHLEEN ROAD
PHOENIX, AZ 85053
Business Phone Number:(602) 944-3330

Entity Ltd Liability
Issue Date 03/06/2014
Expire Date **03/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

This license filed a Contractor's Bond with WESTCHESTER FIRE INSURANCE COMPANY.
Bond Number: K09223575
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with ARGONAUT INSURANCE COMPANY.
Bond Number: SUR0018657
Bond Amount: \$100,000
Effective Date: 06/13/2013

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **K09223587** for KEENEN TERRY STEWART in the amount of **\$12,500** with WESTCHESTER FIRE INSURANCE COMPANY.
Effective Date: 05/28/2015
BQI's Bond History
This license filed Bond of Qualifying Individual number **K09223599** for MANN HARRIS FRANK in the amount of **\$12,500** with WESTCHESTER FIRE INSURANCE COMPANY.
Effective Date: 05/28/2015
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the AMERICAN ZURICH INSURANCE COMPANY
Policy Number: WC1040858
Effective Date: 01/01/2016
Expire Date: 01/01/2017
Workers' Compensation History

Liability Insurance Information

This license has liability insurance with LIBERTY MUTUAL FIRE INSURANCE COMPANY
Policy Number: CGL2006282
Amount: \$2,000,000
Effective Date: 12/31/2015
Expiration Date: 01/01/2017
Liability Insurance History

Southern Nevada Office
2210 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 488-1100

Northern Nevada Office
2070 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

CLIMATEC LLC

Licensed since December 22, 2014

License No. **0079675**

Is duly licensed as a contractor in the following classification(s):

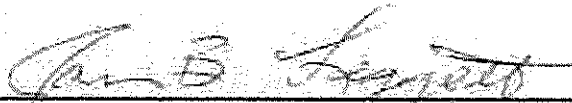
PRINCIPALS:

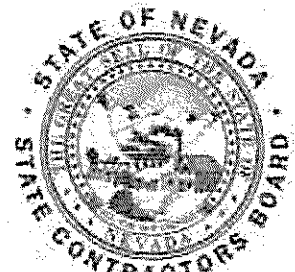
TERRENCE STEWART KEENEN, Manager

CHAD DARREL SWAFFARD, Qualified Ind.

C41-FIRE PROTECTION

LIMIT: Unlimited
EXPIRES: 12/31/2018


Chairman, Nevada State Contractors Board



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN

CLIMATEC LLC
140 GRAND STREET
SUITE 300
WHITE PLAINS NY 10601

LIC NO.
0079675

EXPIRES
12/31/2018

LIMIT: Unlimited
Class: C41

**STATE OF NEVADA
STATE CONTRACTORS BOARD**

2070 Gateway Drive, Suite 100, Reno, Nevada 89521
2210 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Estimated to \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00 each)

Per Name: _____

License No: _____

Date: _____ By: _____

CLIMATEC LLC
140 GRAND STREET
SUITE 300
WHITE PLAINS NY 10601

NEVADA STATE FIRE MARSHAL

LICENSE

NON-TRANSFERABLE

NON-TRANSFERABLE

<u>LICENSE NUMBER(S)</u>	<u>TYPE</u>	<u>Firm & Address</u>
F 490	Fire Alarm-Protective Signaling Systems	CLIMATEC LLC 770 PILOT RD #1 LAS VEGAS, NV 89119



The above named firm is hereby authorized to perform services within the limits of the type of license(s) specified above as provided under the Nevada State Fire Marshal's Regulations and Nevada Revised Statutes, Chapter 477.

This License remains the property of the State Fire Marshal, and must be surrendered upon demand.

Issued: 01/01/2017

Date Expires: 12/31/2017



Robert J. Marshall
Nevada State Fire Marshal



Texas Department of Public Safety *Certificate of Licensure*



The Private Security Board Certifies that:

CLIMATEC, LLC

B18692

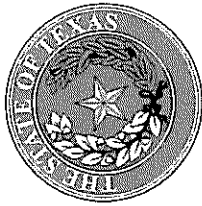
Is Duly Licensed as
Security Contractor
Alarm Company
Electronic Access Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 07/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752.
<http://www.dps.texas.gov>



Texas Department of Public Safety *Certificate of Licensure*



The Private Security Board Certifies that:

CLIMATEC, LLC

B18692A

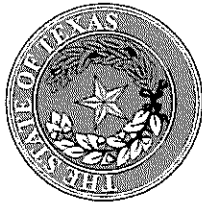
Is Duly Licensed as
Security Contractor
Alarm Company
Electronic Access Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 07/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
<http://www.dps.texas.gov>



Texas Department of Public Safety *Certificate of Licensure*

The Private Security Board Certifies that:

CLIMATEC, LLC

B18692B

Is Duly Licensed as
Security Contractor
Alarm Company
Electronic Access Company



Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 07/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752.
<http://www.dps.texas.gov>

Registered Location(s):

1632 W Walnut Hill Lane

Irving TX 75038

Registration Number

ACR-1959043

Expiration Date: 11-14-2017

EFFECTIVE DATE: 11-14-2014

FIRE ALARM CERTIFICATE OF REGISTRATION



Issued To:

Climatec LLC

DATE ISSUED: November 19, 2015

Chris Connealy

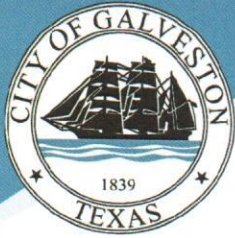
Chris Connealy, State Fire Marshal

SF08110115

To receive news and updates from the SFMO concerning Fire Industry Licensing, sign up for the SFMO Licensing eNews Update at <http://www.tdi.texas.gov/alert/esfmlicensing.html>



Climatec LLC
1632 W Walnut Hill Lane
Irving TX 75038



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: April 15, 2018

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

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider for Cavanaugh to perform a Non-Revenue Water Analysis Study for the City of Galveston's Water System at a cost of \$26,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

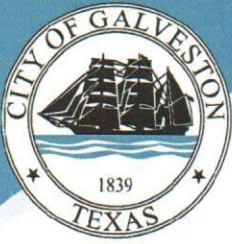
- A. The City of Galveston is looking ways to minimize the loss of water in the City of Galveston's water system.
- B. In order to look at water loss data and identifying the proper steps to minimize water loss, the following analysis work should be done:
 - **Objective 1: Real Loss Component Analysis**
Objective Statement: To disaggregate the volume of total real loss in it subcomponents of background, unreported and reported leakage to inform the economically recoverable leakage.
 - **Objective 2: Non-Revenue Water Gap Analysis**
Objective Statement: To assess the magnitude of volumes and costs between the current and optimal non-revenue water management program of the component and aggregate levels.

II. Current Situation

- A. Cavanaugh has provided the City with water audit professional services in 2017.
- B. Cavanaugh has provided a proposal to perform a Non-Revenue Water Analysis Study for the City of Galveston's water system. The following is a breakdown of the project cost.

<u>Study Analysis Description</u>	<u>Cost</u>
Real Loss Component Analysis	\$11,500.00
Non-Revenue Water Gap Analysis	\$14,500.00
Total Cost =	\$26,000.00





City of Galveston

DEPARTMENT OF PUBLIC WORKS

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

III. Issues

1. Implementation of Non-Revenue Water Analysis Study: This study would help in addressing the City's needs to assess the magnitude of water loss and finding the methods of minimizing water loss.

IV. Recommendation

City Council to approve Cavanaugh to perform a Non-Revenue Water Analysis Study for the City of Galveston's Water System at a cost of \$26,000.00.

VI. Fiscal Impact Report

Requested by:

Brandon Cook
Assistant City Manager
Angelo Grasso
Director of Municipal Utilities

Funding Source:

2017 – 2018 Waterworks Capital Improvement

Costs of implementation:

\$26,000.00

Respectfully Submitted,

Forwarded for Approval,

Angelo Grasso
Director of Municipal Utilities

Brandon Cook
Assistant City Manager of
Development and Municipal Services





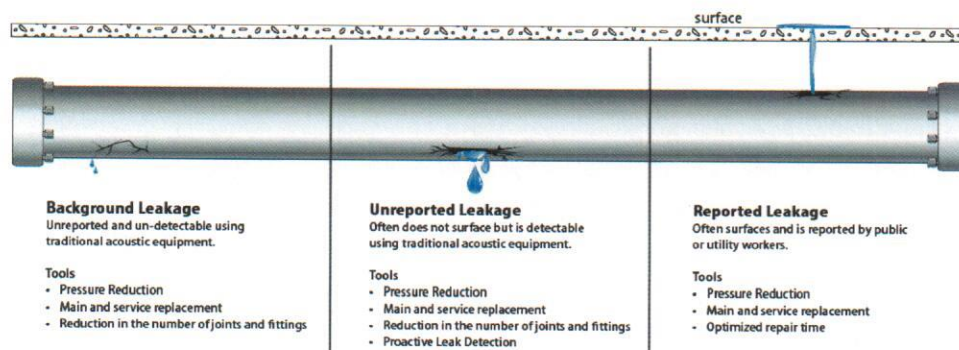
City of Galveston
Non-Revenue Water Analysis
Scoping Document



Task 1: Real Loss Component Analysis

Objective Statement: To disaggregate the volume of total real loss in to its subcomponents of background, unreported and reported leakage to inform the economically recoverable leakage.

- Real Loss Component Analysis
 - Review and analyze the infrastructure condition to determine the current levels of background leakage.
 - Review and analyze the existing main line and service line break history, finished water storage facilities, break awareness/location/repair policies and infrastructure condition to determine the current levels of reported/found leakage.
 - Prepare analysis to review appropriate economic based intervention techniques including but not limited to:
 - Improvement in location and repair
 - Proactive Leak Detection
 - System Pressure Optimization



Task 2: Non-Revenue Water Gap Analysis

Objective Statement: To assess the magnitude of volumes and costs between the current and optimal non-revenue water management program at the component and aggregate levels.

- NRW Gap Analysis
 - Evaluation of current practices and policies against best-practices detailed in the M36 Manual;
 - Preliminary economic analysis to determine cost of current NRW program versus cost of optimized NRW program, to establish preliminary business case and prioritization of NRW components;
 - Development of NRW component mapping and economic analysis for preliminary target setting:
 - Unbilled Consumption components;
 - Apparent Loss components with emphasis on optimizing metering losses;
 - Real Loss components with emphasis on optimizing unreported losses;
 - Aggregated NRW economic target setting;



City of Galveston
Non-Revenue Water Analysis
Scoping Document

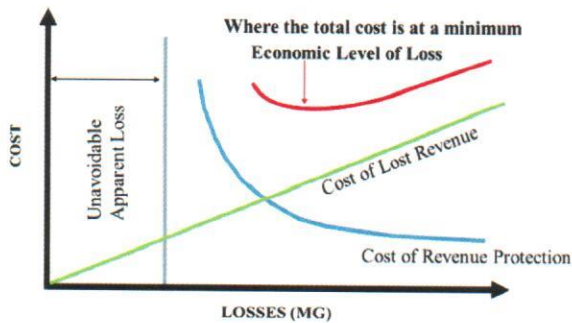


Figure 1 – Apparent losses economic curve

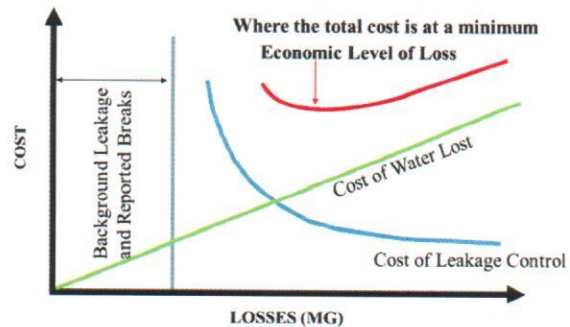


Figure 2 – Real losses economic curve

Anticipated Time Frame

The scope of services stated above shall be completed within 120 days from authorization to proceed.

Professional Services Fee Agreement

The lump sum fee for the Professional Services from the above scope is described as follows:

Task 1: Real Loss Component Analysis	\$ 11,500.00
Task 2: NRW Gap Analysis	\$ 14,500.00

This Agreement is respectfully submitted by:

Tory N. Wagoner, P.E./P.L.S.

VP, Director of Operations
Cavanaugh

Authorization

Date

The terms and conditions that follow are part of this agreement.



**City of Galveston
Non-Revenue Water Analysis
Scoping Document**



Terms and Conditions

Consulting Engineer (CE) shall perform the services outlined in the attached for the stated fee agreement.

Fee

Fee shall be lump sum as described in the attached. Additional services, if requested by the Client, may be provided on an hourly basis. Hourly rates for additional services shall be those prevailing at the time services are rendered.

Billings/Payment

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 15 days after the invoice date and the CE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainer shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid for 90 days after billing, the client shall pay the cost of collection, including the attorney's fees.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the CE has reason to believe that such a condition may exist, the Client shall authorize and pay all cost associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the CE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the CE shall not be responsible for the existing condition nor any resulting damages to persons or property.

Professional Liability

CE maintains professional liability coverage for damages as a result of our negligent acts, errors or omissions. Our liability for this project will be limited to the project fee for its negligent acts, errors or omissions. If a higher limit of liability is desired by the Owner, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the CE for all services, rendered to the date of the termination, all reimbursable expenses, and reimbursable termination expenses.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of North Carolina.



City of Galveston

NON-REVENUE WATER PROGRAM LEAK DETECTION CONSTRUCTION PROJECT STAFF REPORT

3 April 2018

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

From: Daniel Christodoss, P.E., City Engineer

RE: Consider awarding the construction contract to RJN Group for \$34,010 for mobilization and performance of condition assessment including field leak detection services on the 30 inch Offats Bayou Waterline. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Water Supply System Regulated by the Texas Commission on Environmental Quality (TCEQ) under the Texas Administrative Code 290.
- B. TCEQ regulations require a minimum of 35 pounds per square inch (psi) water pressure and 0.6 gallons per minute (gpm) per water supply customer connection.
- C. Presence of leaks not only results in non-revenue water but also has the potential to adversely impact water pressure and system capacity.
- D. In order to improve the level of service related to water quality, system pressure, and flow, for normal, seasonal and emergency situations, the pipeline condition assessment and identification of leaks in waterlines is critical.
- E. Recently, the Yacht Basin property owner indicated that there is a leak in the 20 inch waterline that is currently impacting their private property. This leak detection is in progress. Subsequent to the Yacht Basin Waterline leak detection, it is recommended that the 30" Offats Bayou Waterline also be assessed for condition and leaks.

II. Current Situation

- A. The City advertised an Informal Request for Bid IRFB 18-0002 on 1/12/2018.
- B. Bids were opened on 1.23.2017.
- C. Three bids were received:

a. Pure Technologies U.S. Inc.	\$45,000
b. PICA.	\$99,995
c. RJN Group	\$34,010





City of Galveston

NON-REVENUE WATER PROGRAM LEAK DETECTION CONSTRUCTION PROJECT STAFF REPORT

RJN Group is the lowest responsive bidder.

III. **Impact or ramifications:**

If not awarded, the potential for a leak on the Offats Bayou 30 inch water line will continue to exist, thereby leading to property damage, reduction in service pressure, loss of capacity and revenue due to the existence of undetected non-revenue water.

IV. **Alternatives in order of priority**

- A. Award the bid from RJN Group for \$34,010 for mobilization and performance of condition assessment and field leak detection services on the 30 inch Offats Bayou Waterline.
- B. Do not approve the request, thereby leaving the potential for:
 - 1. a leak on the Offats Bayou 30 inch water line,
 - 2. property damage,
 - 3. reduction in service pressure and capacity, and
 - 4. loss of revenue due to the existence of undetected non-revenue water.

V. **Recommendation**

Award the construction contract to RJN Group for \$34,010 for mobilization and performance of field leak detection services on the 30 inch Offats Bayou Waterline.

VI. **Fiscal Impact Report**

Requested by:	Daniel Christodoss, P.E. City Engineer		
Funding Source (Water CO Bonds 2017)	W1802 Construction		\$34,010
	W1802 Project Management		\$3,000
Total Cost of Implementation:	\$37,010		

Respectfully Submitted,

Forwarded for Approval,

Daniel Christodoss, P.E.
City Engineer

Brandon Cook
Assistant City Manager



CONTRACT FOR INSPECTION SERVICES

Offats Bayou Pipe Condition Assessment

This Contract (the "Contract") is made and entered into this 6th day of March, 2018, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **RJN Group, Inc.**, an Illinois company, located at **2550 Gray Falls Drive, Suite 203, Houston, Texas 77077**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with waterline inspection within the City of Galveston ("City") and RJN Group, Inc. ("Company") desires to provide such services; and

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

Offats Bayou Pipe Condition Assessment

IRFB 18-0002

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

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 45 business days of execution of the contract, unless sooner terminated under the terms set forth herein.

6. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

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

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

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

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

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

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

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

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 ***not-to-exceed amount of Thirty-four thousand, ten dollars and zero cents. (\$34,010.00).*** 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 2550 Gray Falls Drive, Suite 203, Houston, Texas 77077. 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 compensationInsurance coverage shall be on an "**occurrence basis**"

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

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

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

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

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

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

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

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

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

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

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

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

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

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Offats Bayou Pipe Condition Assessment 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

RJN Group, Inc.
2550 Gray Falls Drive, Suite 203
Houston, Texas 77077

The remainder of this page left intentionally blank. Signatures on following page.

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

CITY OF GALVESTON, TEXAS

RJN Group, Inc.

By: _____
Brian Maxwell, City Manager

By: Alan J. Hollenbeck
Alan J. Hollenbeck, P.E., CEO

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

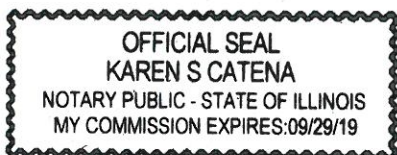
City Attorney

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

THE STATE OF Illinois §
DePue COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Alan Hollenbeck, P.E. of RJN Group, 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 6th day of March, 2018.



Karen S. Catena
Notary Public in and for
The State of Illinois

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

RJN Group, Inc.
Dallas, TX United States

Certificate Number:
2018-323017

Date Filed:
03/07/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IRFB 18-0002
Engineering Services - Offats Bayou Pipe Condition Assessment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Plymale, Paul	Dallas, TX United States	X	
	Jackson, Daniel	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Daniel Jackson, and my date of birth is Oct. 1, 1976.

My address is 12160 Abrams Road, Suite 400, Dallas, TX, 75243, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 7th day of March, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2018

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 HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	CONTACT NAME: CSU Chicago PHONE (A/C, No, Ext): 312-922-5000 E-MAIL ADDRESS: csuchicago@hubinternational.com FAX (A/C, No):
INSURED RJN Group Inc. 200 W. Front Street Wheaton IL 60187	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: Twin City Fire Insurance Company INSURER D: Continental Casualty Company INSURER E: INSURER F:
	NAIC # 29424 19682 29459 20443

COVERAGES**CERTIFICATE NUMBER:** 537879395**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			83UUNAJ1317	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			83UENAJ1418	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6012275414	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	83WEPL1585	8/1/2017	8/1/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Project-18-0002-Offats Bayou Pipe Condition Assessment

City of Galveston is included as additional insured under General Liability and Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

A waiver of subrogation applies under General Liability in favor of the additional insured listed, when agreed in a written contract, subject to policy terms, conditions and exclusions.

30 Days Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston
Purchasing Dept.
823 Rosenberg, Suite 203
Galveston TX 77553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/07/2018

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 Willis of Illinois, 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 RJN Group, Inc. 200 West Front Street Wheaton, IL 60187	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Allied World Surplus Lines Insurance Compa	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 24319		

COVERAGES**CERTIFICATE NUMBER:** W5467348**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			03091208	08/01/2017	08/01/2018	Per Claim \$3,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Galveston
823 Rosenberg, 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: 15726304

BATCH: 627271

January 23, 2018

Bid Response

OFFATS BAYOU PIPE CONDITION ASSESSMENT

IRFB #18-0002

PREPARED FOR THE

City of Galveston, Texas

Prepared by



2550 Gray Falls Drive, Suite 203
Houston, Texas 77077
(713) 714-2626

Contact: Jason Maldonado

WWW.RJN.COM

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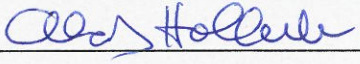
APPENDIX A



Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

- ✓ Appendix A (pages 9 through 18) must be included in the bid submittal.
- ✓ Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.
- ✓ Appendix J (pages 28 through) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
IRFB Number:	18-0002		
Project Title:	Offats Bayou Pipe Condition Assessment		
Submittal Deadline:	Tuesday, January 23, 2018 @ 10:00 a.m.		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553			
<u>Bidder Information:</u>			
Bidder's Legal Name:	RJN Group, Inc.		
Address:	2550 Gray Falls Drive, Suite 203		
City, State & Zip	Houston, Texas 77077		
Federal Employers Identification Number #	36-2838939		
Phone Number:	(832) 272-7309	Fax Number:	N/A
E-Mail Address:	jmalonado@rjnmail.com		
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: <u>Alan J. Hollenbeck, P.E.</u>			
Signature of Authorized Representative: 			
Signed this <u>19th</u> (day) of <u>January</u> (month), <u>2018</u> (year)			

I learned of this Invitation to Bid by the following means:

- | | |
|--|--|
| ☐ Newspaper Advertisement | ☒ City E-mail Notification |
| ☐ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

Appendix A – Bid Document (continued)

I. **REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the IRFB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

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

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

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

3. **Bidder's Experience / Staff**

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
- State the number of years' experience the business has: 42; and the number of employees: 168.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of Hot Springs, Arkansas	
Contact Name: Monty Ledbetter	Contact Title: Utilities Director
Phone: (501) 623-7483	Email: mledbetter@cityhs.net
Date and Scope of Work Provided: 2017 - ongoing: Waterline leak detection services	

Reference #2:

Client / Company Name: City of Webster, Texas	
Contact Name: Jesse Espinoza	Contact Title: Stormwater Coordinator
Phone: (713) 384-3764	Email: jespinoza@cityofwebster.com
Date and Scope of Work Provided: 8/2017: Waterline leak detection detection services	

Reference #3:

Client / Company Name: City of DeSoto, Kansas (Ace Pipe Cleaning)	
Contact Name: Mike Brungardt, P.E.	Contact Title: City Administrator
Phone: (913) 583-1182	Email: mbrungardt@desotoks.us
Date and Scope of Work Provided: 2016: Waterline leak detection	

5. Trade Secrets and/or Confidential Information

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

6. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: N/A.

B. Prime contractor HUB / MWBE registration number: N/A.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # N/A - ____ - ____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this IRFB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the IRFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[X] Yes, Others can purchase purchase.

[] No, Only the City can

8. Term of Contract and Option to Extend:

Any contract resulting from this IRFB shall be effective upon execution by the City of Galveston and until completed to the satisfaction of the City. 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: This section left intentionally blank.

B. Escalation Clause: This section left intentionally blank.

C. Price Increases Upon Extension: This section left intentionally blank.

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: RJN Group, Inc.

Contract #: 18-0002

Description: Offats Bayou Pipe Condition Assessment

Primary Contact (Name): Jason Maldonado

Primary Contact Phone Numbers: Home: _____ Cell: (832) 272-7309

Secondary Contact (Name): Mark Hinton, P.E.

Secondary Contact Phone Numbers: Home: _____ Cell: (214) 725-1119

After Hours emergency opening fee, if applicable: \$ N/A

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS IRFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048.
CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

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

Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.
- K. Wage Rates: In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. If, however, Federal funds are used specified wage decisions will be listed as part of the overall bid document.

3. Financial Responsibility Provisions

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

- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

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

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

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
 - i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

APPENDIX A.1.A PRODUCT OR SERVICES DESCRIPTION

SCOPE OF SERVICES LEAK DETECTION SERVICES: IRFB 18-0002 OFFATS BAYOU PIPE ASSESSMENT

RJN Group, Inc.'s responsibilities include leak detection services, reporting and assistance to the City of Galveston regarding the suspected leaking 30-inch water main. The scope of services for the project are described in the following sections:

I) Project Administration and Management:

A) Project Administration:

Two meetings with the City of Galveston will be held at the project kickoff and project delivery. Perform general consultation with appointed City staff on an as-needed basis, mostly via phone or video conference. Coordinate with City staff on investigation days, tap selections, and potential traffic controls.

Perform RJN's internal project control procedures including schedule and budget control, quality control review, and invoice progress reports.

II) Leak Detection Services and Schedule

A) Tap Selection:

RJN will work with the City to find a suitable tap for entry into the pipe. Currently RJN is interested in access through the manhole at Sta8+15 as the initial insertion point for the LDS1000 to the approximate downstream location, Sta 32+00. A second insertion point may be required from an access point on land between Sta 29+00 and Sta 30+00. This second insertion point would be required if the vertical and horizontal bends between Sta 8+65 and 29+00 provide too much frictional drag on the tether.

B) Mobilization and Leak Detection Services:

RJN will perform water leak detection services to evaluate the condition of the transmission main to find potential leaks in the pipe, provide a list of potential appropriate repair methods on the main line located between I-45 and Broadway and proceeding southeast through Offats Bayou. RJN will employ an LDS1000 tethered device to provide leak location results. The LDS1000 is a long-distance trunk main live CCTV inspection and leak detection platform designed for internal investigation and leak detection work in live pipelines. The LDS1000 utilizes a tri-sensor head incorporating a high resolution digital camera with a focused light system along with an internal hydrophone and sonde for mapping and leak detection. The system uses the flow within the pipe as the driver. A selection of parachute sizes are chosen based upon flow rates and pipeline diameter and are located behind the camera head to ensure maximum visibility throughout surveys. The speed of the sensor is controlled during the launch and the retraction, all while being tethered.

SCOPE OF SERVICES
LEAK DETECTION SERVICES:
IRFB 18-0002 OFFATS BAYOU PIPE ASSESSMENT

Chlorination of camera and equipment inserted into water main will be performed prior to installation of equipment, and will meet or exceed industry standards for in-line inspection equipment.

Pipeline assessments and inspections will be performed through manhole entry points. All potential access points will be determined and agreed upon prior to the inspection day. The inspection/condition assessment is expected to be performed within 1 working day. Additional days created by access restrictions, pipeline conditions or unforeseen conditions are excluded.

III) City Assistance Required

- A) The following items are requests for the City to provide assistance:
1. Inspection lines will remain pressurized by the City during the inspection in order to perform leak detection.
 2. Verify that any sidelines/takeoffs can be isolated for the inspection period to prevent the inspection equipment from navigating into the incorrect pipeline.
 3. Verify that there are no butterfly valves within the portion of the pipelines to be inspected by the LDS1000.
 4. Provide operational personnel during the inspection as necessary to provide access and pipeline operational.
 5. RJN suggests operational adjustments to make the pressure within the pipeline greater than what it measures currently at 60 psi. Leaks can be heard when the differential within the pipeline is about **35 psi greater than the pressure outside the pipeline.**
 6. The City will provide traffic control if necessary.

IV) City to Provide/Responsible For

- A) The following are items identified for the City to provide or will be responsible for:

**SCOPE OF SERVICES
LEAK DETECTION SERVICES:
IRFB 18-0002 OFFATS BAYOU PIPE ASSESSMENT**

1. Flow rate requirements are between 1-5 FPS.
2. The City will coordinate access and work with any private property owners.
3. There are no hazardous materials present in the project area.
4. The City will obtain any and all necessary permits.
5. Provide operating flow and pressure data for the inspection locations.
6. Provide any required legal right-of-entry on the property.
7. The City will provide free access to the work site which will be adequate for RJN's equipment. RJN reserves the right to charge the City if additional mobilizations are required if access is not available. The City will provide personnel and any tools necessary to open and close the valve(s) between the insertion point and into the distribution line.
8. Provide any additional available information regarding the transmission system, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, details of access structures, air valves, blow-offs, and main line valves.

V) Data Management, Processing and Deliverables

At the conclusion of the field inspection, RJN will develop a report identifying the location of any leaks found in the pipe, along with photos and CCTV video collected during the inspection. The report will provide logged information of pipe condition and call out defects such as pipe separations, cracks, decay, etc. as necessary. The data generated will be included in the report and provided to the City on a thumb-drive.

Where pipeline appears to be in substandard condition or an acoustic interest is discovered, report will note 'points of interest' with a general condition assessment. Access points will be used as benchmarks for reference. RJN will mark out locations where pipeline requires immediate attention, such as the discovery of a leak or pipeline failure.

General assessment should not be used as an engineering report, and shall not be used to indicate pipeline lifespan.



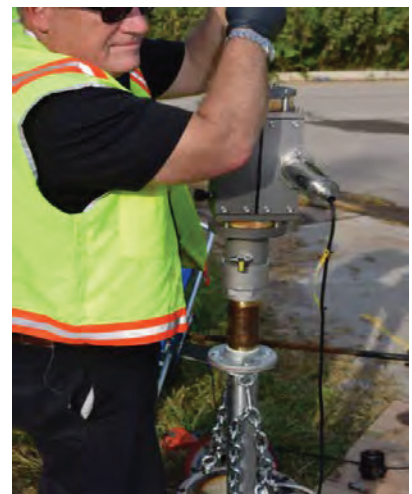
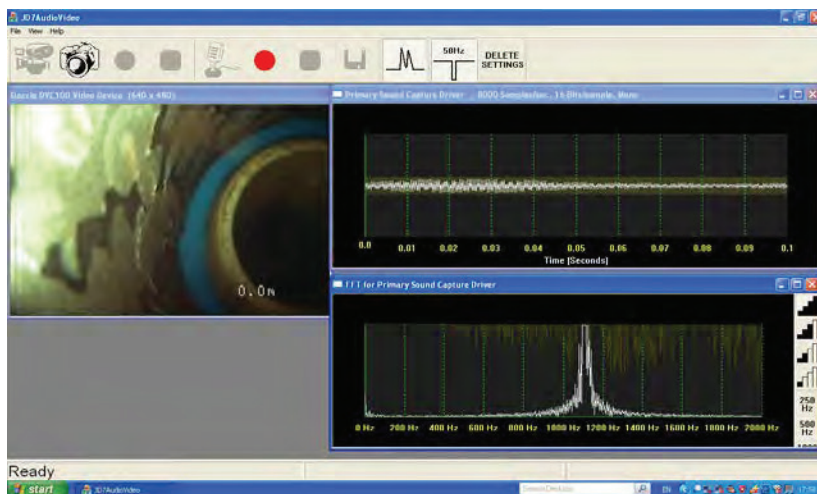
6601 Universal Avenue
Kansas City, MO 64120
p (816) 241-2891
f (816) 241-5054
office@acepipe.com

LDS1000

The LDS1000 is a long-distance trunk main live CCTV inspection and leak detection platform designed for internal investigation and leak detection work in live pipelines. By utilizing this cutting-edge technology in live mains, you are receiving precise condition and leak locations up to 3,000 linear feet downstream of access point.

The LDS1000 utilizes a tri-sensor head incorporating a high resolution digital camera with a focused light system along with an internal hydrophone and sonde for mapping and leak detection. The system is designed to be inserted through air release valves, pipe taps or pressure fittings with an internal diameter of 2in. or larger and is suitable for water main inspections of 12 to 60-inch diameter. The system uses the flow within the pipe as the driver. A selection of parachute sizes are chosen based upon flow rates and pipeline diameter and they sit behind the camera head to ensure maximum visibility throughout surveys. The speed of the sensor is controlled during the launch and the retraction all while being tethered.

The LDS1000 is capable of insertion into a pressurized pipe of less than 180 psi. The system will not be matched with regards to both reliability and performance and has been proven in many regions around the World. Reporting of leak and gas pocket features are accurate to within 18-inches and can also be provided as a GPS reference coordinate.



Features of the LDS1000:

- Tri Sensor Head HD Camera
- Sensor Proven Unmatchable Hydrophone Sensitivity
- Electronic Cable Drum and 3000-feet of cable
- Minimum Flow of 1 FT/S
- Video Inspection of pipelines and valve operations
- Acoustic gas pocket and leak detection with graphical reporting



APPENDIX A.1.E PROJECT SCHEDULE

Task	Timeline
Waterline Inspection	Within 2 weeks of Notice-to-Proceed
Data Processing and Management	Within 2 weeks of Water Inspection
Engineering Analysis and Report	Within 2 wees of Inspection Completion

APPENDIX A.2 SCHEDULE OF PRICING

CITY OF GALVESTON

IFRB Number: 18-0002

Offats Bayou Pipe Condition Assessment

RJN Group, Inc.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Project Administration	\$875.00	\$875.00
2	1	Leak Detection Services (Mobilization/Up to 2 Days of Inspection Time)	\$31,175	\$31,175
3	1	Data Processing/Management	\$740.00	\$740.00
4	1	Engineering Analysis and Reporting	\$1,220.00	\$1,220.00
		TOTAL ALL LINE ITEMS	\$34,010.00	\$34,010.00



Years of Experience: 31

Education

B.S. — Civil Engineering, (University of Wyoming, 1986)

Registrations

P.E. — Texas #80201

Certifications/Training

TxDOT 3.2.1 Route Studies & Schematic Design-Major Roadways,

TxDOT 4.1.1 Minor Roadway Design,

TxDOT 4.2.1 Major Roadway Design,

TxDOT 8.1.1 Signing, Pavement Marking and Channelization,

Software Expertise

Microstation

InRoads

Geopak

AutoCAD

Committees/Technical Organizations

American Water Works Association

American Railway Engineering and Maintenance-of-Way Association

Mr. Hinton has a broad background in civil engineering having managed water and sewer evaluation and design programs to improve municipal pipelines, manholes, and drainage, and transportation systems as well as water and wastewater treatment facilities.

RELATED PROJECT EXPERIENCE

Water Line Leak Detection Services, Hot Springs, Arkansas—Project Manager. Citywide, multi-year acoustic leak detection program to locate, map, and record all visual and acoustic water line leaks that may be contributing to the City's recorded water losses. Using a digital, mobile data collector platform to record leak sites, GPS coordinates, and digital photos and video document inspections. All data is integrated with the City's GIS. City staff has access to findings in near real time and uses this information with their CMMS platform to manage repair activities. To date more than 1.2M LF of water line has been inspected using acoustic leak listening devices and acoustic correlator devices. These inspections resulted in the City repairing leaks accounting for 6% of their unidentified water loss after the first year.

Valve and Hydrant Testing, Lakeview Water District, Shreveport, Louisiana — Project Manager. Comprehensive water valve assessment and exercising program to develop a foundation for future water system planning, maintenance, and management conducted in accordance with AWWA Manual M44, "Distribution Valves: Selection, Installation, Field Testing and Maintenance". Approximately 40 valves were tested. Tasks included sending notifications, performing a visual inspection of conditions, pumping out and cleaning the valve vault to determine whether valve exercising was feasible, and valve exercising. Hydrant condition assessments (60) verified and documented GPS coordinates and evaluated general hydrant conditions.

Sanitary Sewer and Water Distribution Systems "Report Card" Assessment, Lewisville, Texas—Project Manager. The development of a report card for the grading of assets in both the sanitary sewer and water distribution systems. Existing GIS attribute data is used and record drawings are reviewed. Further field investigations and condition assessments are conducted to supplement any missing data. Tasks include project administration, kickoff workshop, attribute data research, system analysis, and reporting.

Village Creek Interceptor and Waterline Improvements, Fort Worth, Texas—Project Engineer. Design of 7,187 LF of 30- to 54-inch sewer interceptors and 4,020 LF of 12-inch water line located in a predominately commercial and industrial area adjacent to a historic residential neighborhood. Unique challenges of this project included rehabilitation/improvements to an asbestos cement bonded corrugated metal pipe in an aerial crossing of Lake Arlington; and permitting associated with construction at the Exelon Power Plant site, utility crossings, railroad crossings, highway crossings, and the Lake Arlington aerial sewer crossing. Flow monitoring was conducted to evaluate capacity requirements. Construction methods for water and sewer pipeline improvements utilized a combination of open cut and trenchless techniques, including CIPP and deep hand tunneling.

Stephen H. Jeffus, P.E.

Water Services Practice Leader



Years of Experience: 26

Education

B.S.—Civil Engineering (University of Arkansas, 1992)

Registrations

P.E. — Arkansas #8529, Tennessee #116723

Certifications/Training

NASSCO PACP/MACP Certification,
U-1113-06019289

Committees/Technical Organizations

Publication Chair, Water Environment
Federation of Texas

Member, Water Environment Federation
Arkansas Academy of Civil Engineers

Representative Technical Papers

“Hot Springs, Resort Town - the ‘Other’
Water”, presented at EPA Region 6
CMOM Conference, 2013

Mr. Jeffus has focused his career on improving municipal infrastructure. As a consulting engineer, Stephen has filled the roles of design engineer and project engineer, but has spent more than half of his career transferring technical knowledge and conferring with customers. He is currently the RJN practice leader for water distribution assessment services. Stephen works to stay current with new regulations and technologies and is actively involved with various industry trade organizations.

RELATED PROJECT EXPERIENCE

Waterline Leak Detection, Webster, Texas—Practice Leader. Acoustic leak detection to locate and evaluate a potential waterline leak. The leak location was identified and GPS coordinates for the site were captured and the site was documented with digital photos.

Annual Water Line Leak Detection, Hot Springs, Arkansas—Client Manager and QA/QC. Citywide acoustic leak detection program to locate and evaluate water line leaks that may be contributing to the City’s recorded water loss information. To date more than 1,200,000 LF of water line have been inspected using acoustic leak listening devices and acoustic correlator devices.

Valve and Hydrant Testing, Lakeview Water District, Shreveport, Louisiana — Client Manager. Comprehensive water valve assessment and exercising program to develop a foundation for future water system planning, maintenance, and management conducted in accordance with AWWA Manual M44, “Distribution Valves: Selection, Installation, Field Testing and Maintenance”. Approximately 40 valves were tested. Tasks included sending notifications, performing a visual inspection of conditions, pumping out and cleaning the valve vault to determine whether valve exercising was feasible, and valve exercising. Hydrant condition assessments (60) verified and documented GPS coordinates and evaluated general hydrant conditions.

Stormwater Televising, Mapping, and Condition Assessment, San Antonio, Texas—Client Manager and QA/QC. Citywide investigation and mapping to assess the condition of storm sewers and stormwater system assets. Services included GPS survey including mobile LiDAR (91 grid cells), manhole inspections (305), multi-sensor and CCTV pipe inspections (140,000 LF), review and PACP coding of video pipe inspection footage (216,000 LF), defect analysis, implementation of InfoMaster condition analytics for risk and consequence of failure analysis, and GIS integration and map development.

Citywide Sewer Evaluation Study, Hot Springs, Arkansas—QA/QC Leader. Citywide sewer evaluation study involving flow monitoring, modeling, and condition field investigations. Flow metering involved site investigations, equipment installation/maintenance, and data QC/management and analysis for 65 flow meters/15 rain gauges for 60 days. Flow data analysis was used to target and plan condition field inspections which included manhole inspections and GPS survey (12,000), smoke testing (1,904,000 LF), dye flooding (391 setups), and CCTV video review (170,000 LF) to develop rehabilitation recommendations.



Years of Experience: 26

Certifications/Training

NASSCO PACP/MACP Certification,
U-915-07001361

4-Hour Work Zone Traffic Control

First Aid, CPR, and AED (Defibrillator)

Defensive Driving for Non-Commercial
Vehicles

Class III Wastewater Treatment Operator

Class 4 Waste Water Collection

Class 4 Water Production

Class 4 Water Treatment

Class IV Water Distribution Operator

Confined Space Entry Attendant/Entrant

Committees/Technical Organizations

Louisiana Conference - Treasurer

AWWA

SWAWWA

LRWA

Mr. Wallette offers extensive experience with water and wastewater service and operations, maintenance, and management, working in municipal and privately owned facilities. His specific expertise includes valve, hydrant, meter servicing and maintenance; surface and groundwater sampling and testing; water distribution system leak detection; and water and wastewater treatment.

RELATED PROJECT EXPERIENCE

Annual Water Line Leak Detection Services, Hot Springs, Arkansas—Field Supervisor. Citywide acoustic leak detection program to locate and evaluate water line leaks that may be contributing to the City's recorded water loss information. To date more than 1,200,000 LF of water line have been inspected using acoustic leak listening devices and acoustic correlator devices.

Waterline Leak Detection, Webster, Texas—Acoustic leak detection to locate and evaluate a potential waterline leak. The leak location was identified and GPS coordinates for the site were captured and the site was documented with digital photos.

Interceptor Corrosion Assessment, Tulsa, Oklahoma—Field Supervisor. Condition assessment of 59,550 LF of 18- to 54-inch sewer interceptor, a sewer siphon, and 163 manholes. The inspections were performed using HDCCTV/LiDAR/Sonar and HDCCTV/Laser/Sonar combination inspection units depending on the type and size of pipe. NASSCO ratings were used to grade pipe conditions. The focus of the inspection was to assess corrosion, general deterioration, and defects; and develop recommendations for improvements.

Sanitary Sewer I/I Study, Highland Park, Texas—Field Supervisor. Inflow/infiltration study of 25,000 LF of sewer main. Study consisted of smoke testing, dyed water flooding, and CCTV review. Acoustic leak detection services were also provided to determine whether a water leak in the proximity of a fire hydrant was contributing to a sink hole and a source of inflow.

Valve and Hydrant Testing, Lakeview Water District, Shreveport, Louisiana — Field Manager. Comprehensive water valve assessment and exercising program to develop a foundation for future water system planning, maintenance, and management conducted in accordance with AWWA Manual M44, "Distribution Valves: Selection, Installation, Field Testing and Maintenance". Approximately 40 valves were tested. Tasks included sending notifications, performing a visual inspection of conditions, pumping out and cleaning the valve vault to determine whether valve exercising was feasible, and valve exercising. Hydrant condition assessments (60) verified and documented GPS coordinates and evaluated general hydrant conditions.

Water Main Leak Detection and Valve Exercising, Department of Hydrants and Valves, Shreveport, Louisiana—Field Supervisor responsible for repairing and replacing broken/leaking fire hydrants and valves; working with a valve down crew reading water maps and performing valve maintenance such as exercise, raising/lowering, and alignment; operating hydraulic-fueled valve machines, jackhammers, etc.; valving up and down water mains; and flushing lines.



Paul Wade
Field Services Manager
Ace Pipe Cleaning, Inc.

Office Location

6601 Universal Ave.
Kansas City, MO. 64120
pwade@acepipe.com

Certifications

NASSCO – PACP &
MACP

OSHA Confined Space
Entry

Industry Tenure

2007- Present

Mr. Wade is the firm's Water Division Field Services Manager for Ace Pipe Cleaning. His area of expertise includes inspection services for condition assessment, asset management, and cleaning/rehabilitation of water mains, sewer force mains, and other pressurized pipes. His project backlog includes working with cities, specialty contractors, engineers, and heavy commercial/manufacturing clients on a variety of different projects ranging from large scale asset management programs to emergency leak detection and line locating. His division specializes in solving complex problems in complicated water systems, often under emergency conditions, or in locations with high consequences of failure. Mr. Wade's experience in GIS-based asset management and in-field reporting allows the Water Division to produce not only ArcGIS integrated deliverables, but also allows for real-time project tracking via ArcGIS Online

Water Main Condition Assessment, Southgate Water & Sewer District, CO

Project Manager

Managed a large-scale in-line inspection of live water mains, utilizing the Investigator tool to perform CCTV inspections, in-line leak detection via hydrophone, and line locating via in-line sonde. The team surveyed approximately 10,000 LF of treated water distribution mains without any service interruptions. The team also performed the first in-line ultrasonic thickness testing on Asbestos Cement (AC) pipe in North America.

Leak Detection and Fire Hydrant Repair Program, Kansas City, MO

Project Manager

Managed the inspection and repair/replacement of the city's fire hydrants. The scope of this project includes acoustic leak detection via correlators as well as internal condition assessment via CCTV under live conditions utilizing the Investigator inspection platform. Mr. Wade supervises the inspection of approximately 600 fire hydrants a year in Kansas City, MO.

Large-Diameter Leak Detection, Irving, TX

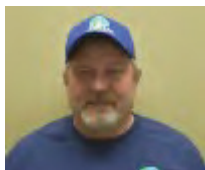
Project Manager

Managed the inspection of a 48" RCCP running underneath the George W. Bush Tollway in Irving, TX. The City had noticed a probable water main break on a large diameter transmission main running under a major highway. Mr. Wade's team was able to discover a leak under a retention wall that was pushing water uphill and underneath the tollway. By deploying the **LDS 1000**, a large-diameter inspection tool capable of CCTV/Hydrophone/Sonde functions under live flow conditions without shutting down service, Ace Crews were able to identify and locate an 8" hole in the pipe. The City had received a bid for a new horizontally drilled encased pipe under the tollway that totaled \$1.1 Million, however, after locating the leak (not under the highway), the City was able to make repairs for under \$25,000.

Raw Water Transmission Line Cleaning and Inspection, De Soto, KS

Project Manager

Managed the cleaning and inspection of 10,000 LF of 16" DIP raw water transmission line that crossed underneath the Kansas River. This project necessitated cleaning and inspection with more than 1500 LF between access points to the pipe. Mr. Wade leveraged a specialized long-range jetter, and the **LDS 1000** inspection platform to clean 40 cubic yards of mud that was sucked into the pipe through a well with a faulty screen. The project included cleaning and inspection of the river crossing which included a nearly 50 ft. siphon.



Marshal Goodnight
Field Services Technician
Ace Pipe Cleaning, Inc.

Office Location

6601 Universal Avenue
Kansas City, MO. 64120
mgoodnight@acepipe.com

Certifications

OSHA 10 HR Certified

OSHA Confined Space
Entry

OSHA 30 Construction

Class IV Water Operator

Class III Wastewater
Operator

Mueller Manufacturer

Leak Detection Training

CPR & 1st Aid Certified

Industry Tenure

2001-Present

Mr. Goodnight is a Field Services Technician for Ace Pipe Cleaning and has an established career of 16 years as a Class IV Water and Class III Wastewater Operator. His experiences provide him an innate knowledge of treatment plant operations and the distribution of water.

Mr. Goodnight specializes in operations with unique or challenging circumstances and has extensive experience executing projects where problem solving and creative thinking are required. Mr. Goodnight's industry knowledge, as well as his experience in the actual day-to-day operations of a water system, is an invaluable asset to the Water Division at Ace Pipe Cleaning. In addition to Mr. Goodnight's experience as a water operator, Mr. Goodnight has been performing routine leak detection services for the entirety of his career as a water system operator.

Mr. Goodnight has utilized equipment such as contact live main CCTV/acoustic leak detection inspection devices, microphones, acoustic high frequency sensors, leak loggers, and computerized leak correlators to locate leaks on all pipe materials and sizes. The integration of Mr. Goodnight into the water division group allows us to have someone performing leak detection, leak repair and leak rehab with a vast knowledge and depth for understanding the project from approach to completion.

**Water Department City of Desoto KS
Desoto, KS**

Role: Project Manager/Foreman

Project Term: July 17, 2001 – April 24th, 2017

Project Description:

Managed treatment and distribution of water obtained from water wells for entire duration of project term. Mr. Goodnight supervised and performed water well maintenance and all capacities of water leaks for all water system assets. During his 14-year relationship with the City of Desoto KS, he also became a highly skilled excavation equipment operator. Mr. Goodnight utilized his many talents and qualifications to also oversee training team members and providing guidance on daily operations as a water foreman.

**Department of Public Works/Engineering
Liberty, MO**

Role: Field Services Technician

Project Term: 2017

Project Description:

Managed inspection and cleaning of 5,000 LF of 24" DIP live water main that provides water to the City's water treatment facilities. Mr. Goodnight leveraged a specialized long-range jetter and the LDS1000 inspection platform which included HDCCCTV, acoustic leak detection and sonde for locating features and leaks to produce results benefiting both short-term and long-term renewal needs to restore pipeline as a redundant water supply system to a full 50-year useful life. Mr. Goodnight also installed pigging stations as part of the inspection phase.

APPENDIX A.3.D PROJECT RELATED EXPERIENCE

Project/Client	Leak Detection Services, Annual Program, Hot Springs, Texas
Scope of Services	Citywide, multi-year acoustic leak detection program to locate, map, and record all visual and acoustic water line leaks that may be contributing to the City's recorded non-revenue water losses. Various technologies will be employed for this program including acoustic listening devices, correlators, and in-pipe multi-sensor, acoustic inspection tools. A digital, mobile data collector platform developed by RJN is being used to record and document defects, GPS coordinates, and capture digital photos and video that is being integrated with the City's GIS. City staff has access to findings in near real time and uses this information with their CMMS platform to manage repair activities. To date more than 1.2M LF of water line has been inspected using acoustic leak listening devices and acoustic correlator devices. These inspections resulted in the City repairing leaks accounting for 6% of their unidentified water loss after the first year.
Project/Client	Leak Detection Services, Webster, Texas
Scope of Services	Acoustic leak detection services to locate and evaluate a potential waterline leak identified by the City. The leak location was located in the vicinity of an alley. GPS coordinates for the site were captured and the site was documented with digital photos.
Project/Client	Leak Detection Services, Highland Park, Texas
Scope of Services	Acoustic leak detection services were provided to determine whether a water leak in the proximity of a fire hydrant was the cause of a sink hole and a source of inflow into the collection system.
Project/Client (ACE)	Water Supply Main Inspection, Condition Assessment and Cleaning, De Soto, Kansas
Scope of Services	Internal inspection, cleaning, and assessment of the City's 16" water supply main (6,000 LF) crossing under the Kansas River. A pre-assessment of the 65-year old pipeline was performed using the multi-sensor (HDCCTV, acoustic, sonde, and pressure monitoring) LDS1000 inspection tool.
Project/Client (ACE)	Water Main Inspection and Condition Assessment, Liberty, Missouri
Scope of Services	Water main inspection using the LDS1000 tool and cleaning of approximately 5,000 LF of 24" DIP that provides water to the City's water treatment facilities. The LDS1000 is a tethered, multi-sensor (HDCCTV, acoustic, sonde, and pressure monitoring).
Project/Client	Stormwater Televising, Assessment, and Inventory Development, San Antonio, Texas
Scope of Services	Multi-year city-wide investigation, mapping, and CCTV Master Plan development program. Services included assessing the condition of storm sewers and stormwater system assets using manhole scanner technologies and multi-sensor pipeline inspections. GPS survey is being performed to develop a comprehensive GIS data using mobile LiDAR. Risk analysis and defect analysis are incorporating NASSCO condition ratings, pipe age and material, floodplain locations, population density, etc. to measure risk and consequence of failure and develop a sound plan to prioritize inspections.

APPENDIX B



Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

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

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

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

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

RJN Group, Inc.

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

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

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

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

1/19/2018

Date

Adopted 06-29-2007

Alan J. Hollenbeck, P.E., CEO

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

Appendix C - House Bill 89 Verification

I, Alan J. Hollenbeck, P.E. (Person name), the undersigned representative of (Company or Business Name) RJN Group, 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.

1/19/2018
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Illinois §
COUNTY OF DuPage §

On this day, BEFORE ME, the undersigned, personally appeared Alan J. Hollenbeck, the CEO of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of January, 2018.




NOTARY PUBLIC in and for the
State of Illinois

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

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

RJN Group, Inc. (Alan J. Hollenbeck, P.E., CEO)
Bidder's Printed or Typed Name


Bidder's Signature

1/19/2018
Date

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

Appendix E – Nepotism Statement

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

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

If the Bidder or Proposer is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

 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 bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix F – Non-Collusion Statement

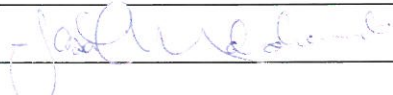
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY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

VENDOR RJN Group, Inc.

ADDRESS 2550 Gray Falls Drive, Suite 203, Houston, Texas 77077

PHONE (713) 714-2626

FAX (972) 437-2707

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Jason Maldonado

POSITION WITH COMPANY Client Manager

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID 

COMPANY OFFICIAL
(PRINTED NAME) Alan J. Hollenbeck, P.E.

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 IRFB.**

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS

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

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Alan J. Hollenbeck, P.E.

(Printed or typed Name of Signatory)



(Signature)

1/19/2018

(Date)

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

END OF DOCUMENT 00435-FAA

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



CITY OF GALVESTON – IRFB # 18-0002
ADDENDUM I
OFFATS BAYOU PIPE ASSESSMENT

Date: 1/17/2018
To: Prospective Bidders
Subject: Addendum No. I – Offats Bayou Pipe Assessment
Clarification to Scope

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 1/12/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

All potential bidders shall include separate mobilization for this project, as it is not affiliated with IRFB 18-0001 Yacht Basin Waterline Inspection. This project is a separate assessment.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

A handwritten signature in blue ink, appearing to read "Alan J. Hollenbeck", written over a horizontal line.

Authorized Signature

1/19/2018

Date

Alan J. Hollenbeck, P.E.

Printed Name

RJN Group, Inc.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

APPENDIX J



Appendix J – Scope of Work

1. **Project Title: IRFB 18-0001 Offats Bayou Pipe Assessment.**

2. **Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

No bid bond is required for this solicitation.

4. **Bid Evaluation Factors –**

Factor
Price
Vendor References and Reputation
Vendor Safety Record
Meets Specifications

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	January 12, 2018
Sealed Bids Due to and Opened by City	January 23, 2017 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	January 30, 2018
Anticipated Award Date	February, 2018

7. Scope of Services

Background

The City of Galveston has a 30 inch waterline that crosses under the Offats Bayou. This waterline is the main water source/influent to the Airport Pump Station.

The City of Galveston is trying to determine whether there is a possible leak on the 30 inch waterline Offats Bayou Crossing.

The waterline pipe under the Galveston Ship Channel is the following type:

- a. Type: 30 inch "GHP" Gifford Hill Pipe (Concrete Steel Cylinder) Crossing Offats Bayou (condition assessment and leak detection) to be done right after the 20 inch Yacht Basin Pipe to take advantage of the fact that the crew is already mobilized for the leak detection on the 20" crossing the ship channel.
- b. Attached is as-built information for the 30" GHP. The Offatts Bayou Crossing is about 1,400 ft.
- c. The working water pressure for the City of Galveston in this area would be approximately 35 psi.

Scope

To perform a condition assessment and to determine whether there is a leak on the 30 inch GHP water line in the Offats Bayou Crossing.

Provide a condition assessment report of the pipe and quantify and pinpoint the location of the leak, and provide a report documenting the condition assessment findings, and the procedure utilize to identify the leak.

Pricing Form

Materials Cost:	\$ 31,175.00
Labor Cost:	\$ 2,835.00
Total:	\$ 34,010

Signatures: By signing this document, I agree that I have received and reviewed all specifications, plans, and addenda and considered all costs associated with calculating the total bid price.

Offeror: Alan J. Hollenbeck, P.E.
(print or type full name of authorized signer)

** By:  1/19/2018
(signature) (date)

**If there are multiple authorized signers attach an additional form with each signature.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

17 April 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #3 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,532,716.77 by \$48,187.03 to the new cost of \$2,580,903.80, and increasing the term by 21 days to a new term of 362 calendar days. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.2 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

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, and increased by \$18,375.27 to a new amount of \$2,532,716.77 in Change Order #2 on 22 February 2018.

II. Current Situation

- A. The following issues were encountered within the project boundaries:
 - 1. Additional asphalt pavement and flexible base material is needed to provide for smooth transitions between the new concrete pavement and the existing roadway at various locations.
 - 2. Proposed sanitary sewer improvements are not needed at locations where new housing construction has changed how services are connected to the City's system.
 - 3. A 12 inch Line Stop is required to connect to the existing water main in 33rd Street due to aging City infrastructure not operating properly.
 - 4. The concrete removed at the fire station driveway was intended to be replaced with a temporary surface of asphalt, and not concrete. The concrete used is being removed from the contract.
 - 5. Additional storm sewer structures are needed at various intersections to provide for the appropriate drainage.
 - 6. Additional water service connections are required to provide needed service to users.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- B. Triple B Services, LLC has requested Change Order #3 in the amount of \$48,187.03 and an additional 21 days for the above work.
- C. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order.

III. Issues

These items are necessary in order for work to proceed on this project.

V. Alternatives in order of priority

- A. Approve Change Order #3 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,532,716.77 by \$48,187.03 to the new cost of \$2,580,903.80, and increasing the term by 21 days to a new term of 362 calendar days.
- B. Do not approve the request.

VI. Recommendation

Approve Change Order #3 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,532,716.77 by \$48,187.03 to the new cost of \$2,580,903.80, and increasing the term by 21 days to a new term of 362 calendar days.

VII. Fiscal Impact Report

Requested by:

Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source:

CDBG DR Non-Housing Round 2.2

Construction Cost

\$ 2,580,903.80 (increase of \$48,187.03)

Construction Administration

\$ 115,927.56

Total Cost of Implementation

\$ 2,696,831.36

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





April 17, 2018

Mr. Ross Blackketter
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 3
Sealy Street Improvements from 33rd Street to 25th Street
AWC Job No. COG-010

Dear Mr. Blackketter:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 3 for the Sealy Street Improvements from 33rd Street to 25th Street 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 increase the contract amount by \$48,187.03. These costs include the following changes in quantities:

- Add 700 Square Yards, Removal of Asphalt (\$2,100.00) [RFI #19]
- Add 700 Square Yards, 8" Flexible Base (\$14,000.00) [RFI #19]
- Decrease 185 Square Yards, 5-Inch Concrete Drive ***(-\$12,950.00)*** [Fire Station]
- Add 1 Each, Type "C" Curb Inlet (\$2,575.00) [Sealy/25th]
- Decrease 2 Each, Sanitary Sewer Manhole ***(-\$7,350.00)*** [RFI #14]
- Decrease 311 Linear Feet, 10-Inch PVC Sanitary Sewer ***(-\$12,440.00)*** [RFI #14]
- Add 40 Cubic Yards, Extra Type "D" Asphalt (\$13,000.00) [RFI #19]
- Add Bid Item, 4 Each, Type "B" Inlets with 12" SDR-26 (\$15,600.00) [RFI #13]
- Add Bid Item, 2-Inch Schedule 40 Water Service (\$3,300.00) [RFI #15]
- Add Bid Item, 2-Inch Poly Water Service (\$3,600.00) [RFI #15]
- Add Bid Item, 12" Water Line Stop Valve (\$16,952.03) [RFI #20]
- Add Bid Item, 24" Wet Connection (\$9,800.00) [RFI #17]



I have attached Change Order No. 3 which modifies the contract to reflect this change for your consideration and action. This Change Order also includes an additional 21 days for the additional work. 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

A handwritten signature in blue ink, appearing to read "Marc Ochoa", is written over a horizontal line.

Marc Ochoa, P.E.

Senior Project Manager



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: 04/17/18 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.: 3	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
2	Remove Asphalt and Base: 700 SY @ \$3.00/SY		+ \$2,100.00
36	8" Flexible Base: 700 S.Y. @ \$20.00/S.Y.		+ \$14,000.00
39	5" Concrete Drive: (-) 185 S.Y. @ \$70.00/S.Y.	(-) \$12,950.00	
48	Type "C" Curb Inlet: 1 EA @ \$2,575.00/EA		+ \$2,575.00
52	Sanitary Sewer Manhole (0'-12' Depth): (-) 2 EA @ \$3,675.00/EA	(-) \$7,350.00	
54	10" PVC Sanitary Sewer: (-) 311 L.F. @ \$40.00/L.F.	(-) \$12,440.00	

85	Extra Type "D" Asphalt: 40 CY @ \$325.00/CY		+ \$13,000.00
89	Type "B" Inlets w/ 12" SDR-26: 4 EA @ \$3,900.00/EA		+ \$15,600.00
90	2" Schedule 40 Water Service: 1 EA @ \$3,300.00/EA		+ \$3,300.00
91	2" Poly Water Service: 1 EA @ \$3,600.00/EA		+ \$3,600.00
92	12" Water Line Stop Valve: 1 EA @ \$16,952.03/EA		+ \$16,952.03
93	24" Wet Connection: 2 EA @ \$4,900.00/EA		+ \$9,800.00
<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. 2 \$64,575.27		Net Change From Previous Change Orders: 131 days	
Contract Price Prior to this Change Order: \$2,532,716.77		Contract Time Prior to this Change Order: 341 days	
Net Increase/Decrease of this Change Order: + \$48,187.03		Net Increase/Decrease of this Change Order: 21 days	
Contract Price With all Approved Change Orders: \$2,580,903.80		Contract Time With all Change Orders: 362 days	
Cumulative Percent Change in Contract Price (+/-): +4.57%		Grantee Contract End Date: (mm/dd/yy) 12/31/2018	
Construction Contract Start Date: (mm/dd/yy) 07/12/2017		Construction Contract End Date: (mm/dd/yy) 07/09/2018	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:By: Mani Alcher

ENGINEER

Arceneaux Wilson & Cole LLC

Date: 04/17/2018**APPROVED:**

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:By: Shirley K

CONTRACTOR

Triple B Services, LLP

Date: 04/18/2018**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:

Type B Inlets with 12" SDR Pipe

2" Schedule 40 Water Service

2" Poly Water Service

12" Line Stop Valve

24" Wet Connection

* All items have been reviewed and verified by the engineer for competitive pricing.

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

17 April 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #4 for the contract with Lucas Construction Co., Inc., for the 51st Street Improvements from Broadway to Postoffice, increasing the contract from \$1,391,970.80 by the amount of \$8,513.70 to a new cost of \$1,400,484.50, and increasing the term by 73 days to a new term of 325 calendar days. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.2 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

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 51st Street Improvements from Broadway to Postoffice project.
- E. Lucas Construction Co., Inc. was the low responsive bidder and was awarded the contract by Council Approval on 27 April 2017 in the amount of \$1,356,333.10.
- F. This contract was subsequently increased by \$2,000.00 to a total of \$1,358,333.10 in Change Order #1 in September 2017 and by \$67,541.70 to the cost of \$1,425,874.80 in Change Order #2 in October 2017, and decreased by \$33,904.00 to a new cost of \$1,391,970.80 by Change Order #3 in January 2018.

II. Current Situation

- A. The contractor for the 51st Street Improvements from Broadway to Postoffice project has encountered the following issues necessary for the completion of the project:
 - 1) Thermoplastic pavement markings were not specified in the original bid, resulting in the contractor bidding traffic paint for the pavement marking materials,
 - 2) An existing sanitary sewer service did not connect to the main as originally thought, requiring an additional 55 lineal feet of sewer line,
 - 3) Sodding is being added to the project to protect against erosion of the soil and the washing of dirt into the roadway.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- B. The contractor has also requested additional time to allow for the installation of the decorative lighting by CenterPoint.
- C. Together, these items result in an increase of \$8,513.70 to the contract price, and a time extension of 73 calendar days.

III. **Impact or ramifications:**

These items need to be revised and corrected in order to pay for the work involved in this project.

IV. **Alternatives in order of priority**

- A. Approve Change Order #4 for the contract with Lucas Construction Co., Inc., for the 51st Street Improvements from Broadway to Postoffice, increasing the contract from \$1,391,970.80 by the amount of \$8,513.70 to a new cost of \$1,400,484.50, and increasing the term by 73 days to a new term of 325 calendar days.
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order #4 for the contract with Lucas Construction Co., Inc., for the 51st Street Improvements from Broadway to Postoffice, increasing the contract from \$1,391,970.80 by the amount of \$8,513.70 to a new cost of \$1,400,484.50, and increasing the term by 73 days to a new term of 325 calendar 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	\$ 1,400,484.50 (increase of \$8,513.70)
<u>Construction Administration</u>	<u>\$ 130,685.00</u>
Total Cost of Implementation	\$ 1,531,169.50

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

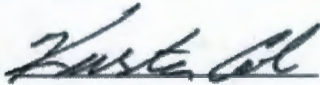
Engineer: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive Suite 320 Port Arthur, TX 77642 Phone No.: 409.724.7888	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: 409.797.3630	Contractor: Lucas Construction 551 League City Pkwy #C League City, TX 77573 Phone No.: 281.316.9990 Agreement Date: 07/25/2017	
Date: April 11, 2018 Project Code No.: P21546-4 Bid Package No.: 228103-1_BID1	Contract For (Project Description): 51 st Street Improvements from Broadway – Post Office	GLO Contract No.: 15-081-000-8748 Change Order No.: 4	
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
36	All Pavement Markings: 21.26 STA @235.00/STA	\$4,996.10	
36A	All Pavement Markings (Thermoplastic): 21.26 STA @355.00/STA		\$7,547.30
47	6-Inch PVC Sanitary Sewer, SDR-26: +55 LF @\$70.00/LF		\$3,850.00
77	Bermuda Sod: +325 SY @\$6.50/SY		\$2,112.50
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$1,356,333.10		Original Contract Time: 210 days	
Previous Change Order(s):		Net Change From Previous	

No. 1 to No. 3	\$35,637.70	Change Orders:	42 days
Contract Price Prior to this Change Order:	\$1,391,970.80	Contract Time Prior to this Change Order:	252 days
Net Increase/Decrease of this Change Order:	\$8,513.70	Net Increase/Decrease of this Change Order:	73 days
Contract Price With all Approved Change Orders:	\$1,400,484.50	Contract Time With all Change Orders:	325 days
Cumulative Percent Change in Contract Price (+/-): + 3.25%		Grantee Contract End Date: (mm/dd/yy) 12/31/2018	
Construction Contract Start Date: (mm/dd/yy) 07/25/2017		Construction Contract End Date: (mm/dd/yy) 06/15/2018	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: 

ENGINEER

Arceneaux, Wilson & Cole LLC

Date: 4/17/2018

APPROVED:

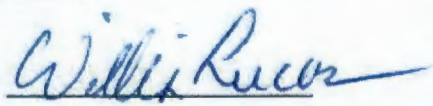
By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: 

CONTRACTOR

Lucas Construction Company

Date: 4/17/18

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☐ Decrease

☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain:

Added construction items not included in original bid:

Bermuda Sod

The City of Galveston has recently adopted a new standard of using thermoplastic striping for greater durability of pavement markings on roadways.

Both items have been reviewed and verified by the engineer for competitive pricing.

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).



April 17, 2018

Mr. Ross Blacketter
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 4
51st Street Improvements from Broadway to Post Office.
Job No. COG-020

Dear Mr. Blacketter:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 4 for the 51st Street Improvements from Broadway to Post Office 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 increase the contract amount by \$8,513.70 and time extension of 73 days due to extra work done and delays for the installation of street lighting provided by CenterPoint. These costs include increasing the quantities for 6-Inch PVC Sanitary Sewer, SDR-26 (\$3,850.00). The City has recently adopted a new standard of using thermoplastic striping for greater durability of pavement markings on roadways that were not included in the original bid. This change order will show removing bid item for All Pavement Markings (-\$4,996.10) and replacing it with Thermoplastic Pavement Markings (\$7,547.30), we will also be adding the item to include Bermuda Sod (\$2,112.50). 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

Keestan Cole, PE
Vice-President



City of Galveston

CAPITAL PROJECTS STAFF REPORT

April 17, 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

Re: Consider for approval Change Order No. 2 to the contract with J. W. Kelso Company, Inc., for the Rehabilitation of Ground Storage Tanks at 30th Street project, increasing the contract from \$631,669.00 by the amount of \$8,077.00 to a new cost of \$639,746.00. 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. With the recent construction of the housing at the Cedars at Carver Park development, beautification of the adjoining water tank complex was desired.
- D. The rehabilitation of the four existing ground storage tanks (GST's) at the 30th Street Pump Station complex was therefore identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- E. The General Land Office approved Dannenbaum Engineering Corporation to provide engineering design services for the Rehabilitation of Ground Storage Tanks at 30th Street Project.
- F. City Council subsequently awarded a contract to J. W. Kelso Company, Inc. LLC in the amount of \$623,661.00 on August 24, 2017 for the construction of this project.
- G. The contract was subsequently increased by \$8,008.00 to a new cost of \$631,669.00 in Change Order No. 1.

II. Current Situation

- A. In the process of performing the 30th Street GST Rehabilitation project, the contractor discovered the two concrete tanks have minor leakage due to cracks in the concrete.
- B. This is an unforeseen condition, in that these tanks were not known to be leaking.
- C. J. W. Kelso Company, Inc. has submitted a proposal in the amount of \$8,077.00 to route and seal the cracks in the concrete tank walls.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

D. Dannenbaum Engineering has reviewed the proposal and recommends approval.

III. Issues

- A. With the construction of the Cedars at Carver Park development, the U.S. Department of Housing and Urban Development desires that efforts be made to improve the aesthetics of the surrounding area.
- B. The work involved in this change order is necessary for the completion of the project and to ensure the integrity of the water storage tanks.

IV. Alternatives in order of priority

- A. Approve Change Order No. 2 to the contract with J. W. Kelso Company, Inc., for the Rehabilitation of Ground Storage Tanks at 30th Street project, increasing the contract from \$631,669.00 by the amount of \$8,077.00 to a new cost of \$639,746.00.
- B. Do not approve the change order.

V. Recommendation

Approve Change Order No. 2 to the contract with J. W. Kelso Company, Inc., for the Rehabilitation of Ground Storage Tanks at 30th Street project, increasing the contract from \$631,669.00 by the amount of \$8,077.00 to a new cost of \$639,746.00.

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	\$ 639,746.00	(increase of \$8,077.00)
<u>Construction Administration</u>	<u>\$ 95,752.00</u>	
Total Cost of Implementation	\$ 735,421.00	

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





City of Galveston

CAPITAL PROJECTS STAFF REPORT

16 April 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of Change Order #1 from Texas Gulf Construction Co., for the Travel Air Bridge Replacement project, **decreasing** the contract from \$1,168,271.35 by the amount of \$167,650.19 to a new cost of \$1,000,621.16 and increasing the term of the contract by 30 days to a total of 240 calendar days. 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 Costello, Inc. to perform design and construction phase services for the Saladia Avenue Reconstruction (Heards Lane - Stewart Road) project.
- E. The project advertised beginning December 19, 2016 and bid opening was held on January 12, 2017.
- F. Conrad Construction Co., Ltd. was the low responsive bidder and was awarded the contract by Council Approval on January 26, 2017 in the amount of \$1,660,177.50.
- G. This contract was subsequently reduced by \$46,103.17 to a total of \$1,614,073.79 in Change Order #1 on 27 July 2017, increased by \$279,149.68 to a total of \$1,893,223.47 in Change Order #2 on 28 September 2017 and decreased by \$1,500.00 to a total of \$1,168,271.35 in Change Order #3 on 26 October 2017.

II. Current Situation

- A. The construction of the Travel Air Bridge Replacement project is complete.
- B. Texas Gulf Construction has requested a final change order reconciling the accounting for this project as shown in the attached documentation.
- C. Unused items and value engineering for this contract have resulted in a decrease to the project of \$167,650.19.

III. Impact or ramifications of this change order request

- A. Change Order #1 is for a decrease in cost of \$167,650.19.
- B. 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 #1 from Texas Gulf Construction Co., for the Travel Air Bridge Replacement project, **decreasing** the contract from \$1,168,271.35 by the amount of \$167,650.19 to a new cost of \$1,008,121.16 and increasing the term of the contract by 30 days to a total of 240 calendar days.
- B. Do not approve the request.

V. Recommendation

Approve Change Order #1 from Texas Gulf Construction Co., for the Travel Air Bridge Replacement project, **decreasing** the contract from \$1,168,271.35 by the amount of \$167,650.19 to a new cost of \$1,000,621.16 and increasing the term of the contract by 30 days to a total of 240 calendar days.

VI. Fiscal Impact Report

Requested by:	Ross E. Blacketter, P.E. Director of Capital Projects
Funding Source:	\$ 1,033,039.41 TIRZ 14 (decrease of \$21,345.59) \$ 0 Infrastructure and Debt Service Fund (decrease of \$148,886.35)
Construction Cost	\$ 1,000,621.16 (decrease of \$167,650.19)
Construction Administration	\$ 20,000.00
Material Testing	\$ 12,418.25 (decrease of \$2,581.75)
Total Cost of Implementation	\$ 1,033,039.41

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





City of Galveston

Travel Air Bridge Replacement

Construction Contract Change Order Number 1

Consultant: Shelmark Engineering, LLC 921 FM 517 Road East Dickinson, Texas 77539 Phone No.: 409.935.9986	Owner: City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Texas Gulf Construction Company, Inc. P.O. Box 2110 Galveston, Texas 77553 Phone No.: 409.740.0266 NTP Date: 07/12/2017
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$1,168,271.35		Original Contract Time: 210 days
Previous Change Order(s): No. to No. \$ 0.00		Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$1,168,271.35		Contract Time Prior to this Change Order: 210 days
Net Increase/Decrease of this Change Order: (\$ 167,650.19)		Net Increase/Decrease of this Change Order: 30 days
Contract Price With all Approved Change Orders: \$1,000,621.16		Contract Time With all Change Orders: 240 days
Cumulative Percent Change in Contract Price (+/-): -14.35%		Construction Contract End Date: (mm/dd/yy) 03/09/18

RECOMMENDED:

By: [Signature]
SHELMARK ENGINEERING

Date: 4-13-2018

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: [Signature]
TEXAS GULF CONSTRUCTION

Date: 04/18/18

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.





921 FM 517 Road East, Dickinson, Texas 77539

April 18, 2018

Mr. Ross Blackketter, P.E.
City of Galveston
PO Box 779
Galveston, TX 77553

RE: Construction Contract Change Order #1
Travel Air Bridge Replacement
Galveston, Texas
SME# 15-372

Ms. Jankowski,

Shelmark Engineering, LLC is requesting a Change Order to the Original Contract between the City of Galveston and Texas Gulf Construction Co., Inc. for the Travel Air Bridge Replacement project in Galveston, Texas. The Change Order is due to the removal of the west guardrail, the reduction of asphalt paving areas, and removal of add alternates to reflect final quantity adjustments.

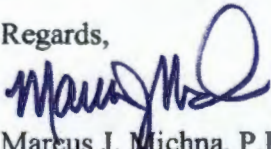
The west guardrail was removed resulting in a decrease in the amount of \$4,612.69 ($84.25/LF \times \$54.75/LF$).

The asphalt totals presented in the Bid Form as square feet (SF) and the bid items presented in square yards (SY) were adjusted and the actual amount installed was 360 SY. Based on the unit price of \$122.50/SY, this results in a reduction in the Roadway and Pavement section of \$155,537.50.

For Alternate Items, the Install Measure of Emergency Bridge Crossing was not required and deleted resulting in a reduction of \$7,500.00.

The original contract price of \$1,168,271.35 will be reduced by the 3 items above totaling \$167,150.19 for an amended contract price of \$1,000,621.16. Please see attached Change Order No. 1 for additional details on the revised contract amount. Should you have any questions or require anything additional, feel free to contact my office at 409-935-9986.

Regards,


Marcus J. Michna, P.E.



CC: Trina Jankowski
Attachments

MJM/clo

S:\Projects\2015 Projects\15-372 COG - Travel Air Bridge - Design\CA\Change Orders\CO11041718 Change Order #1 - Engineer Change Order

[P] 409.935.9986 [F] 409.938.8706

[E] info@shelmark.net

www.shelmark.net

Texas Gulf Construction Company, Inc.

GENERAL CONTRACTORS

7225 HARBORSIDE DRIVE • P.O. BOX 2110 • GALVESTON, TEXAS 77553

March 2, 2018

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

ATTN: Ross E. Blackketter

RE: Credit – Guardrail and Asphalt

Texas Gulf Construction Company, Inc. (TG) is crediting the City of Galveston (\$167,650.19) for the deleted handrail on the West Guardrail and the reduction of Asphalt required. The breakdown is shown below:

Guardrail – deletion of handrail on the West Guardrail

84.25 LF x \$54.75/LF = (\$4,612.69)

Asphalt –

Original Bid - \$199,637.50

Actual Price - \$ 44,100.00

360 sy x \$122.50/sy

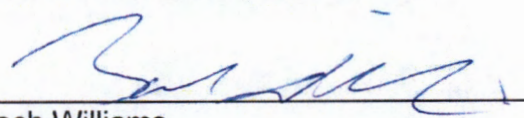
Credit – 199,637.50 - 44,100.00 = (\$155,537.50)

Install Measures of Emergency Bridge Crossing

(\$7,500.00)

Respectfully submitted,

Texas Gulf Construction Co., Inc.


Zach Williams





City of Galveston

CAPITAL PROJECTS STAFF REPORT

18 April 2018

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

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval of Change Order #1 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project increasing the contract amount from \$813,175.00 by \$58,713.46 to the new cost of \$871,888.46, and increasing the term by 62 days to a new term of 212 calendar days. 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.

II. Current Situation

- A. Due to unforeseen conflicts with existing utilities and drainage structure locations not matching City records, the following issues were encountered for this project:
 - 1. 18 inch round concrete pipe is being replaced with 18 inch arch concrete pipe due to clearance limitations.
 - 2. Additional inlet replacement not shown on the plans.
 - 3. Additional waterline offsets due to conflicts with the drainage system.
 - 4. Additional work required to connect with the storm box due to the box being surcharged with water.
 - 5. Repair of the concrete pavement under the existing asphalt due to a large crack in the concrete.
 - 6. Additional concrete repair to a driveway due to the storm box not being in the location shown in City records.
- B. Triple B Services, LLC has requested Change Order #3 in the amount of \$58,713.46 and an additional 62 days for the above work.
- C. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order
- D. The additional funding for this change order will be provided from the Drainage Program Contingency as shown in the FY 2018 CIP in the amount of \$58,653.46.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. **Impact or ramifications:**

If not awarded, the roadway and associated infrastructure will continue to deteriorate, thereby causing failures, unsafe conditions, significant impact to the City's maintenance budget, and potentially, higher costs in the future for repairs and reconstruction..

IV. **Alternatives in order of priority**

- A. Approve Change Order #1 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project increasing the contract amount from \$813,175.00 by \$58,713.46 to the new cost of \$871,888.46, and increasing the term by 62 days to a new term of 212 calendar days.
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order #1 to the contract with Triple B Services, L.L.P., for the 33rd Street Improvements from Broadway Avenue to Harborside Drive project increasing the contract amount from \$813,175.00 by \$58,713.46 to the new cost of \$871,888.46, and increasing the term by 62 days to a new term of 212 calendar days.

VI. **Fiscal Impact Report**

Requested by:	Ross E. Blacketter, P.E. Director of Capital Projects
Funding Source:	2017 G. O. Bonds Infrastructure and Debt Service Fund
Construction Cost	\$ 871,888.46 (increase of \$58,713.46)
Construction Administration	\$ 16,250.00
Material Testing	\$ 14,940.00 (decrease of \$60.00)
Total Cost of Implementation	\$ 903,078.46

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





City of Galveston

33rd Street Improvements (Broadway – Harborside)

Construction Contract Change Order Number 1

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. to No. \$ 0.00		Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$813,175.00		Contract Time Prior to this Change Order: 150 days
Net Increase/Decrease of this Change Order: \$ 58,713.46		Net Increase/Decrease of this Change Order: 62 days
Contract Price With all Approved Change Orders: \$871,888.46.00		Contract Time With all Change Orders: 212 days
Cumulative Percent Change in Contract Price (+/-): + 7.22%		Construction Contract End Date: (mm/dd/yy) 07/13/18

RECOMMENDED:

APPROVED:

ACCEPTED:

By: *Max A. Cole*
ARCENEUX WILSON & COLE

By: _____
CITY OF GALVESTON

By: *[Signature]*
TRIPLE B SERVICES

Date: 04/18/2018

Date: _____

Date: 4/18/18

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.





April 18, 2018

Mr. Ross Blacketter
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 1
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. 1 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 increase the contract amount by \$58,713.46. These costs include the following changes in quantities:

- Bid Item 8, Add 1 EA, Remove Inlet @ \$650.00/EA (\$650.00) [RFI #6]
- Bid Item 11, Add 3 LF, Remove Storm Sewer Pipe @ 15.00/LF (\$45.00) [RFI #6]
- Bid Item 12, Add 1 EA, Repair RCB at Connection @ \$325/EA (\$325.00) [RFI #6]
- Bid Item 20, Decrease 280 LF, 18-Inch RCP @ \$155.00/LF **(-\$43,400.00)**
[RFI #4 add 29] [RFI #5 add 17] [RFI #6 add 3] [RFI #13 decrease 329]
- Bid Item 22, Add 1 EA, Type C Inlet @ \$3,800.00/EA (\$3,800.00) [RFI #6]
- Bid Item 23, Add 1 EA, Manhole on Existing RCB @ \$3,000.00/EA (\$3,000.00)
[RFI #5]
- Bid Item 30b, Add 30 LF, 8-Inch Water Relocation @ \$350.00/LF (\$10,500.00)
[RFI #7 & #10]
- New Bid Item, Add 14 LF, 10" PVC SDR 26 @ \$106.89/LF (\$1,496.46) [RFI #4]
- New Bid Item, Add 4 EA, Break into Storm Inlet @ \$845.00/EA (\$3,380.00) [RFI #4]
- New Bid Item, Add 1 LS, Remove Concrete Blockout @ \$1,000.00 [RFI #5]
- New Bid Item, Add 1 LS, Sand Bag and Pump Water @ \$1,925.00 [RFI #5]
- New Bid Item, Add 1 LS, Replace Concrete Blockout @ \$3,650.00 [RFI #5]



- New Bid Item, Add 329 LF, 18-Inch Arch Conc. Pipe @ \$200.00/LF (\$65,800.00) [RFI #11]
- New Bid Item, Add 1 EA, Repair existing RCB near Sta. 19+97 @ \$1,570.00/EA (\$1,570.00) [RFI #13]
- New Bid Item, Add 22 SY, Remove and Replace Cracked Concrete Area @ \$226/SY (\$4,972.00) [Engineer's Request]

I have attached Change Order No. 1 which modifies the contract to reflect this change for your consideration and action. This Change Order also included an additional 62 days for the additional work. 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

A handwritten signature in blue ink, appearing to read "Marc Ochoa", is written over a horizontal line.

Marc Ochoa, P.E.

Senior Engineer



City of Galveston

CAPITAL PROJECTS STAFF REPORT

April 18, 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

Re: Consider for approval of Change Order No. 1 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$658,906.67 from the amount of \$6,477,984.36 to a new total amount of \$7,136,891.03, and extending the contract term by 107 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. The rehabilitation of the four existing ground storage tanks (GST's) at the 59th Street Pump Station complex was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- D. The General Land Office approved Dannenbaum Engineering Corporation to provide engineering design services for the Rehabilitation of Ground Storage Tanks at 59th Street Project.
- E. The City Council subsequently awarded a contract with Brunel Industrial & Pipeline Services, LLC in the amount of \$6,477,984.36 on August 24, 2017 for the construction of this project.

II. Current Situation

- A. During the design phase of the project, the consultant testing the interior of the tanks for hazardous materials misidentified the existing coating for the interiors of the steel tanks (tanks #1 and #4), which resulted in the coating specified not being correct for the purpose required.
- B. During the investigation of the tank interiors during the construction phase, it was discovered that the interiors of tanks #1 and #4 had been recoated subsequent to construction with a material that requires additional surface preparation.
- C. Also during construction, it was observed that the bottom edges of three of the tanks were covered in dirt and require an additional six inches of coating below the surface and the replacement of the caulking along the bottom edge chine for each of the two steel tanks.
- D. Brunel Industrial & Pipeline Services, LLC has requested Change Order No. 1 for additional work due to the following issues:





City of Galveston

CAPITAL PROJECTS STAFF REPORT

1. Additional surface preparation and coating for Tank #1	\$ 241,308.24
2. Additional surface preparation and coating for Tank #4	\$ 350,474.02
3. Replacement of caulking for Tank #1 and Tank #4	\$ 43,499.41
4. <u>Additional 6 inches of coating for three tanks at \$7,875.00/tank</u>	<u>\$ 23,625.00</u>
Total	\$ 658,906.67

E. Brunel has also requested an additional 107 calendar days for this work, bringing the term of the contract to 502 days.

F. Dannenbaum Engineering has recommended approval of this request.

III. Issues

This additional work is necessary to continue with the project of bringing the four existing GST's up to current standards to provide potable water for the citizens of Galveston.

IV. Alternatives in order of priority

A. Approve Change Order No. 1 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$658,906.67 from the amount of \$6,477,984.36 to a new total amount of \$7,136,891.03, and extending the contract term by 107 days.

B. Do not approve the change order.

V. Recommendation

Approve Change Order No. 1 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$658,906.67 from the amount of \$6,477,984.36 to a new total amount of \$7,136,891.03, and extending the contract term by 107 days.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P. E.
Director of Capital Projects

Funding Source: CDBG DR Non-Housing Round 2.2

Construction Cost	\$ 7,136,891.03	(increase of \$658,906.67)
<u>Construction Administration</u>	<u>\$ 119,331.00</u>	
Total Cost of Implementation	\$ 7,265,222.03	

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Dannenbaum Engineering 3100 West Alabama Houston, Texas 77098 Phone No.: 713.520.9570	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Brunel Industrial Services, LLC 4460 Genoa Red-Bluff Rd. Pasadena, TX 77505 Phone No.: 713.966.9032 Agreement Date: 10/03/2017
Date: 04/17/2018 Project Code No.: P21559-1a Bid Package No.: 177247_BID2	Contract For (Project Description): 59 th Street Ground Storage Tank Rehabilitation	GLO Contract No.: 15-081-000-8748/DRS220051 Change Order No.: 1

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
Phase II-2	Interior Surface Preparation, Lead Abatement, and Coating of 3.8 MG Welded Steel Ground Storage Tank No. 1		\$241,308.24
Phase II-3	Interior Surface Preparation, Lead Abatement, and Coating of 5.0 MG Welded Steel Ground Storage Tank No. 4		\$350,474.02
Alt Bid 1-1	Extend Coatings 6-inches below the grade		\$7,875.00
Alt Bid 2-1	Extend Coatings 6-inches below the grade		\$7,875.00
Alt Bid 3-1	Extend Coatings 6-inches below the grade		\$7,875.00
Alt Bid 3-1	Removal and Replacement of Tar/Silicone on Chime at the Bottom of Steel GST 1		\$19,734.61
Alt Bid 4-1	Removal and Replacement of Tar/Silicone on Chime at the Bottom of Steel GST 4		\$23,764.80

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	\$6,477,984.36	Original Contract Time:	395 days
Previous Change Order(s): No. to No.	\$0.00	Net Change From Previous Change Orders:	0 days

Contract Price Prior to this Change Order:	\$6,477,984.36	Contract Time Prior to this Change Order:	395 days
Net Increase/Decrease of this Change Order:	\$658,906.67	Net Increase/Decrease of this Change Order:	107 days
Contract Price With all Approved Change Orders:	\$7,136,891.03	Contract Time With all Change Orders:	502 days
Cumulative Percent Change in Contract Price (+/-):	+10.17%	Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 18
Construction Contract Start Date: (mm/dd/yy)	10 / 23 / 17	Construction Contract End Date: (mm/dd/yy)	03 / 09 / 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: *Jupon Arnold*
DANNENBAUM ENGINEERING

Date: 4/18/18

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: *Sene Poole*
BRUNEL INDUSTRIAL

Date: 4/18/2018

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?				☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?				Total _____	L/M _____	
2. Effect of this change on scope of work:				☒ Increase	☐ Decrease	☐ No Change
3. Effect on operation and maintenance costs:				☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?				☐ Yes	☒ No	
If "No", explain: The contract is unit price; however, the item covering this work is a Lump Sum. The pricing provided is competitive.						
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?						
				☐ Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?						
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)						
				☒ Yes	☐ N/A	

7. Is the TCEQ permit approval still valid? (sewer projects only)	☐ Yes	☒ N/A
8. Are the handicapped access requirements/approval still valid? (if applicable)	☒ Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid? (If no, specify):	☒ Yes	☐ No

NOTE:* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

April 11, 2018

Mr. Ross Blackketter, PE
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
59th Street Pump Station GST Rehab
Change Order No. 1

Dear Mr. Blackketter:

Change Order No. 1 is a request for additional time and money for a change in surface preparation method for the application of coatings to be used on the interiors of the two steel ground storage tanks (GST No. 1 and 4). The reason for this change is due to several factors. During the Design Phase of this project, Dannenbaum contracted Phoenix Coating Surveillance, LLC to conduct testing of the interior and exterior surfaces of the steel ground storage tanks. This was done to determine if lead was present due to the fact that the most recent steel tank was erected in 1971 and lead paint could possibly have been used on them. No other investigations were conducted on the steel tanks at the time. Of the two tanks tested, the results showed that there was lead present on the interior of one steel tank and the exterior of the other steel tank. If Lead Abatement procedures were required on the job, which includes taking necessary steps to avoid lead contamination of construction workers and proper disposal of waste, it would be significantly more expensive than if Lead Abatement were not required. The specification for interior coating system for the steel tanks was developed based on a recommendation from Tnemec Company, Inc., who is a manufacturer of coating and painting systems and has been used on several City of Galveston projects. The purpose of the system was to avoid disturbance of the lead and overcoat it with the new coating system. The system included pressure washing as the method of surface preparation which was the only way to avoid disturbing the lead. This coating system was used by GMAG Services, LLC, who is a subcontractor to Brunel Industrial & Pipeline Services, as the basis of the costs during the Bid Phase and subsequently the project was awarded based on these costs.

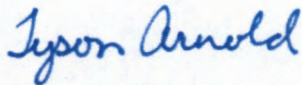
At the beginning of the Construction Phase two things happened simultaneously. GMAG reached out to Tnemec to obtain the warranty information for the coating system, at which point Tnemec stated they did not provide the recommendation that was in the specifications and that they no longer wished to supply coatings for the job. Furthermore, the representative for Tnemec terminated his employment for Tnemec at the inception of the conversations with GMAG. At the same time the conversations with Tnemec were initiated, the Contractor conducted additional tests on the steel tanks, including adhesion testing in addition to lead testing. These were done for the Contractor's benefit at his own expense as the Contract Documents state there would be no payment for additional tests. Dannenbaum did not request that these tests be conducted but once we were aware that the tests were conducted, we requested to see the results. The findings of the tests

showed that there was no lead present on the interiors of either of the steel storage tanks, and that the existing coating system was called Pota-Pox which is a very hard Sherwin Williams coating system. Consequently, the specified system would not achieve the intended outcome for the interiors of the tanks.

In order to achieve the intended outcome for the coating system, the specified surface preparation method has been modified. In lieu of pressure washing, a brush blast will be required to create the proper profile on which to apply the new coatings. That is the initial basis of the costs provided. This is work that should have been included in the original scope of work.

Lastly, it was discovered that the Contractor's calculation for the quantity of coatings required was in error as a result of two dimensions on the plans being incorrect. As a result, the Change Order includes costs for the additional coatings required to complete the coating of the interior of the steel tanks. Had this dimension error not been made, the Bid Price awarded in the Contract would have included this money. Additionally, had we been aware of the existing coating system, Pota-Pox, and that there was no lead present, the surface preparation method specified would have been the surface preparation method included in this Change Order and the costs would have been included in the original Bid Price. This is work that needs to be done in order to achieve the original intended outcome for this Project. Dannenbaum believes the costs associated with the Change Order are competitive for this type of work. Dannenbaum recommends approval of this Change Order in the amount of \$591,782.26, for the new Construction Contract total of \$7,069,766.62 which is a 9.1% increase, and would increase the Contract Term 90 days to 485 days. The new Completion Date is February 20, 2019.

Sincerely,



Tyson Arnold, PE
Associate – Dannenbaum Engineering Corporation

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

April 18, 2018

Mr. Ross Blackketter, PE
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
59th Street Pump Station GST Rehab
Change Order No. 1

Dear Mr. Blackketter:

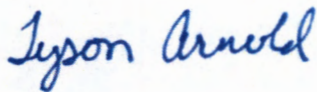
In addition to the request for additional time and money recommended for approval in the previous recommendation letter dated April 11, 2018, Change Order No. 1 includes a request for additional time and money for the removal and replacement of the tar/silicone substance at the bottom of the steel ground storage tanks (GST) as well time and money for the additional labor required to coat buried portions of GST No. 1, 2 and 3.

Steel GST No. 1 and 4 have a tar/silicone substance at the bottom of the tank chime on the exterior. This substance serves as a sealer so the tank doesn't leak. It is required to be removed and replaced to achieve the intended outcome for this Project. The presence of the substance was not evident due to the fact that the bottom of Tank 1 is approximately six inches to one foot below ground. The bottom of Tank 4 was partially buried but not as deep as Tank 1. The prices for this work are competitive with the bulk of the costs being due to the labor required for the removal of the substance. The presence of lead on the exterior of the steel GST's requires the Contractor to use hand tools and air chisel so as to prevent the disturbance of lead. Dannenbaum recommends approval of this portion of the Change Order in the amount of \$43,499.41 and would increase the Contract Term 5 days.

The last part of this Change Order is a request for additional time and money for the additional labor to coat the buried portions of GST No. 1, 2 and 3. The Contractor will be required to excavate a minimum of six inches below grade to coat the bottom portions of the tanks then backfill once the coatings have cured. As stated above, it was not anticipated that the tanks had any portions below ground. This work is necessary to achieve the intended outcome of the project. The prices for this work are competitive. Dannenbaum recommends approval of this portion of the Change Order in the amount of \$23,625.00 and would increase the Contract Term 12 days.

In total, Dannenbaum recommends approval of this Change Order in the amount of \$658,906.67, for the new Construction Contract total of \$7,136,891.03 which is a 10.1% increase, and would increase the Contract Term 107 days to 502 days. The new Completion Date is March 9, 2019.

Sincerely,



Tyson Arnold, PE
Associate – Dannenbaum Engineering Corporation



City of Galveston

CAPITAL PROJECTS STAFF REPORT

April 17, 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

Re: Consider for approval of the low responsive bidder (BID #18-017) Tucon, LLC, for the 30th Street Tank Demolition project in the amount of \$612,987.10. 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. With the recent construction of the housing at the Cedars at Carver Park development, beautification of the adjoining water tank complex was desired.
- D. The renovation of the old 30th Street Water & Electric Light Station and the demolition of tank #2 to allow for the construction of needed parking were therefore identified as projects to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- E. The General Land Office approved Arceneaux Wilson & Cole to provide engineering design services for the 30th Street Tank Demolition project.

II. Current Situation

- A. The 30th Street Tank Demolition project advertised for bids on March 14, 2018, with bid opening occurring on April 10, 2018.
- B. Two bids were received, with one being found responsive.

Bidder	Total Bid
Tucon, LLC	\$ 612,987.10
- C. Tucon, LLC is the sole responsive bidder.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Issues

- A. With the construction of the Cedars at Carver Park development, the U.S. Department of Housing and Urban Development desires that efforts be made to improve the aesthetics of the surrounding area.
- B. The design engineer has recommended that the award be made to the lowest responsive bidder, Tucon, LLC, for the bid amount of \$612,987.10..

IV. Alternatives in order of priority

- A. Approve a contract with Tucon, LLC, in the amount of \$612,987.10 for the 30th Street Tank Demolition project.
- B. Do not approve the contract.

V. Recommendation

Approve the contract with Tucon, LLC, in the amount of \$612,987.10 for the 30th Street Tank Demolition project.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P. E.
Director of Capital Projects

Funding Source: CDBG DR Non-Housing Round 2.2

Construction Cost	\$ 612,987.10
<u>Construction Administration</u>	<u>\$ 9,145.00</u>
Total Cost of Implementation	\$ 622,132.10

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





City of Galveston

CAPITAL PROJECTS STAFF REPORT

02 April 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval ratifying the City Manager's authorization of the Emergency Remediation of a Fuel Storage Tank from the right-of-way at 26th Street and Avenue M by EFI Global, and authorizing payment for this service in the amount of \$19,235.20. 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 City Council approved ARKK Engineers to perform engineering design for 26th Street from Church Street to Avenue N as part of the Capital Improvement Roadway Related Reconstruction/Repair Projects.
- B. This portion of the project - 26th Street Paving and Drainage Improvements - Ave N to Broadway – was included in the FY 2017 CIP.
- C. The City Council awarded a contract with Main Lane Industries, Ltd. on 28 September 2017 for the construction of 26th Street Paving and Drainage Improvements - Ave N to Broadway.

II. Current Situation

- A. On 30 January 2018, Main Lane discovered an unforeseen condition of an unknown fuel storage tank in the right-of-way at the northwest corner of 26th Street and Avenue M.
- B. Since the underground tank still contained fuel, constituting a danger to the citizens of Galveston, the City Manager authorized the emergency remediation of the tank by EFI Global, based on the existing contract for Industrial Hygiene and Environmental Services.
- C. EFI Global successfully remediated the fuel storage tank, completing the work on 12 February 2018:
- D. EFI Global has submitted an invoice in the amount of \$19,235.20 for the remediation of the tank, associated sampling, and reporting to the Texas Commission on Environmental Quality.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- E. The funding for this work will be provided from the Drainage Program Contingency as shown in the FY 2018 CIP.

III. Issues

This work was necessary to provide for the safety of the citizenry and for the completion of this project.

V. Alternatives in order of priority

- A. Approve ratifying the City Manager's authorization of the Emergency Remediation of a Fuel Storage Tank from the right-of-way at 26th Street and Avenue M by EFI Global, and authorizing payment for this service in the amount of \$19,235.20.
- B. Do not approve the request.

VI. Recommendation

Approve ratifying the City Manager's authorization of the Emergency Remediation of a Fuel Storage Tank from the right-of-way at 26th Street and Avenue M by EFI Global, and authorizing payment for this service in the amount of \$19,235.20.

VII. Fiscal Impact Report

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: 2017 G. O. Bonds

Total Cost of Implementation \$ 19,235.20

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





Complex Issues • Solid Solutions

Remit by mail:
EFI Global, Inc
2877 Momentum Place
Chicago, IL 60689-5328

IRS - 34-2028648

Remit by Wire or ACH transfer:
Beneficiary Bank: Fifth Third Bank
WIRE ABA: 042000314, SWIFT FTBCUS3CXXX
ACH ABA: 071923909
Account Name: EFI Global Inc
Account Number: 9992305228
Reference: 6781487286

INVOICE

**ROBERT SIMMONS
CITY OF GALVESTON
823 ROSENBERG ST, ROOM 306
GALVESTON TX 77553**

G					Invoice Number
					02 6781487286
03 Billing Type 2	04 File Number 9841023343	05 Customer Code 700081	06 Product Code K54	07 Invoice Date 3/12/2018	
08 Your File Number CLAIM #: P.O P1800855			09 Date of Occur. 2/7/2018	10 Date Assigned 2/7/2018	
11 UST 2602 AVENUE M, GALVESTON TX					

Terms: Net 30 Days

PROFESSIONAL SERVICES :

Services.....	19,235.19
Expenses.....	0.00
Total.....	<u>19,235.19</u>

12 Office Exp.	13 Misc. Exp.	14 Services	15 Sub Total	16 Taxes	17 Volume Discount	Total Invoice
\$0.00	\$12,640.19	\$6,595.01	\$19,235.20	\$0.00	0.00	\$19,235.20

For questions concerning this invoice, please contact us at either of the following numbers:

832.518.5145 or Toll-free 866.464.2127

EFI Project Number: 9841023343

Customer Copy



Remit by mail:
 EFI Global, Inc
 2877 Momentum Place
 Chicago, IL 60689-5328
 IRS - 34-2028648

Remit by Wire or ACH transfer:
 Beneficiary Bank: Fifth Third Bank
 WIRE ABA: 042000314, SWIFT FTBCUS3CXXX
 ACH ABA: 071923909
 Account Name: EFI Global Inc
 Account Number: 9992305228
 Reference: 6781487286

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ROBERT SIMMONS
CITY OF GALVESTON
823 ROSENBERG ST, ROOM 306
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G	Terms: Net 30 Days				Invoice Number	
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PROFESSIONAL SERVICES :

Services.....	19,235.19
Expenses.....	0.00
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12 Office Exp.	13 Misc. Exp.	14 Services	15 Sub Total	16 Taxes	17 Volume Discount	Total Invoice
\$0.00	\$12,640.19	\$6,595.01	\$19,235.20	\$0.00	0.00	\$19,235.20

3/12/2018
10:37:21 AM

Page 1

Listing of All outstanding items for Job Number 9841023343

City of Galveston
823 Rosenberg St, Room 306

Galveston TX 77553

Date of Loss: 2/7/2018

Customer Code:

Items not Included in Blocked Billings

1/30/2018	GLB	Service	Project Coordination	1 @ 175.000	175.00
1/30/2018	TJH	Service	site visit	4 @ 130.000	520.00
1/31/2018	TJH	Travel	to and from site	150 @ 0.535	80.25
2/5/2018	TJH	Other Expenses	tubing for sampling		2.00
2/11/2018	TJH	Service	tank closure	8 @ 130.000	1,040.00
2/12/2018	TJH	Travel	mileage travel to and from site	141 @ 0.535	75.44
2/12/2018	TJH	Service	Project Management	2 @ 130.000	260.00
2/12/2018	TJH	Other Expenses	supplies		11.88
2/13/2018	GLB	Service	morning and afternooon project status	1 @ 175.000	175.00
2/13/2018	TJH	Service	soil and groundwater sampling	8 @ 130.000	1,040.00
2/14/2018	TJH	Other Expenses	ice for samples		2.25
2/14/2018	TJH	Travel	mileage to and from site	150 @ 0.535	80.25
2/14/2018	TJH	Service	project management/ report prep	4 @ 130.000	520.00
2/14/2018	TJH	Other Expenses	supplies		20.51
2/18/2018	TJH	Service	Report Preparation	2 @ 130.000	260.00
2/19/2018	TJH	Service	Report Preparation	2 @ 130.000	260.00
2/20/2018	TJH	Sub-Contract Serv	AJAX environmental & bsafety supply INV 43275		83.36
2/20/2018	TJH	Service	Report Preparation	4 @ 130.000	520.00
2/21/2018	TJH	Sub-Contract Serv	Mathers Environmental drilling inc INV 18-075		2,310.00
2/21/2018	TJH	Service	Report Preparation	8 @ 130.000	1,040.00
2/23/2018	TJH	Sub-Contract Serv	IKON INV 13629		8,384.75
3/2/2018	TJH	Sub-Contract Serv	Xenco Lab INV 1403178		1,589.50
3/7/2018	GLB	Service	data & report review	3 @ 175.000	525.00

3/12/2018

Page 2

10:37:21 AM

Listing of All outstanding items for Job Number 9841023343

3/11/2018	TJH	Service	project management	1 @ 130.000	130.00
3/12/2018	ST1	Service	Administrative Support	2 @ 65.000	130.00
Items not Included In Blocked Billings					19,235.19

Total Expenses: \$12,640.19

Total Service Sales: \$6,595.00

Total Billings: \$19,235.19



Engineering Fire &
Environmental Services

2000 S. Dairy Ashford
Suite 600
Houston, TX 77077
Tel: 832.518.5145
Tf: 866.464.2127
Fax: 832.518.5157
www.efiglobal.com

Proposal No. 98410-18-0102

February 2, 2018

Mr. Robert Simmons
City of Galveston
823 Rosenberg Street
Room 306
Galveston, Texas 77553

RECEIVED
PUBLIC WORKS

FEB 5 2018

DEPARTMENT

**RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT:
Emergency Underground Storage Tank Closure
2602 Avenue M
Galveston, Texas 77550**

EFI Global, Inc. (EFI) is pleased to present this proposal to provide emergency consulting services to The City of Galveston (City). This proposal includes pricing to close an underground storage tank (UST) encountered during the installation of a new stormwater line at the intersection with 26th Street and Avenue M in Galveston, Texas.

EFI was contacted by the City on January 30, 2018 about an apparent tank uncovered during the installation of a new stormwater system. EFI travelled to Galveston to observe the tank on January 31, 2018. At that time, EFI was able to confirm that the uncovered structure is a buried UST. According to City of Galveston personnel, the tank is believed to have been a kerosene tank. EFI collected a sample of the water/oil in the tank and submitted the sample to Xenco Laboratories in Houston, Texas for analysis. The analytical testing suggests that the product stored was, in fact, kerosene. Therefore, the closure of the tank will be conducted under the rules of the Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) program. Because of the location of the tank and the location of underground utilities, specifically an active gas line, EFI recommends closing the tank in-place.

Proposed Scope of Work

Based on site observations, EFI assumes that there is one approximately 600 gallon UST. Our proposed scope of work includes:

- Submittal of a Texas Commission on Environmental Quality (TCEQ) 30-day Construction Notification form and a Ghost Tank Emergency Removal Waiver.
- Obtain a UST Removal Permit from the City of Galveston Fire Marshall.
- Notify Texas One Call at least 48 hours prior to construction activities as required by state law.

FEB 5 2018

DEPARTMENT

- Uncover the tank. Remove any water and residual kerosene from the tank using a vacuum truck. Once the tank has been emptied, the interior of the tank will be washed using a pressure washer. The washing liquid and water/kerosene mixture will be transported offsite for recycling.
- Once the tank interior has been cleaned, EFI will fill the tank with flowable fill material.
- Following the tank closure activities, EFI will collect soil samples from four soil borings placed around the tank. Each boring will be advanced to a depth of 8 feet below ground surface (bgs). Additionally, EFI will collect soil samples from soil borings placed along the remaining piping. One boring will be placed near the piping that appears to terminate beneath Avenue M and one boring will be placed near the piping that runs beneath the porch of the private property. The borings near the piping will be advanced to a depth of 4 feet bgs.
- EFI will screen the soil cores for hydrocarbons using a photoionization detector (PID). The PID detects hydrocarbon vapors and allows the identification of areas of possible releases to the soil.
- EFI will collect two soil samples from each boring. The first sample will be collected from the interval with the highest indication of contamination (staining, odors, or field instrument reading). If no obvious contamination is present, EFI will collect a sample from just above the soil-water interface. The second soil sample will be collected from the bottom of the boring.
- Each soil sample will be analyzed for Volatile Organic Compounds (VOCs) by EPA method 8260, Total Petroleum Hydrocarbons (TPH) by Texas method 1005 and, if TPH is detected, the sample with the highest TPH concentration will be analyzed for Polycyclic Aromatic Hydrocarbons (PAHs) by EPA method 8270.
- Based on site conditions observed on January 31, EFI expects groundwater to be encountered at a depth of approximately 2-3 feet bgs. Therefore, temporary groundwater monitor wells will be placed in each of the soil borings and groundwater samples will be collected for analysis. Each groundwater sample will be analyzed for VOCs by EPA method 8260, TPH by Texas method 1005 and, if TPH is detected, PAHs by EPA method 8270. Once the analytical results indicate that no over-excavation is necessary, EFI will release the excavation to the City for backfilling.
- Upon completion of soil and groundwater sampling, each temporary well will be removed and each boring will be filled with bentonite. Any paving penetration will be patched with Quickcrete.
- Soil cuttings and purged groundwater will be returned to the borings. No waste disposal

is included for the soil boring operations.

- Upon completion of the tank closure activities, EFI will complete and submit to the TCEQ a Release Determination Report.

This proposed scope of work includes the following assumptions:

- The site is accessible to EFI and EFI's contractor.
- EFI and EFI's contractor are not responsible for subsurface utilities.
- All work will be completed in 2 field days – one day to fill the tank in-place and one day for the soil boring/temporary groundwater monitor well installation and sampling.
- All analytical testing will be completed on a standard (7 day) turnaround.
- Work hours are Monday through Friday, 10 hours per day.
- Only one tank is present.

EFI's fee for this proposed scope of work is **\$24,000** on a time and materials basis. This proposed task will be completed in accordance with the schedule of fees listed in the Master Environmental and Engineering Services Agreement dated September 1, 2016 between the City of Galveston and EFI Global, Inc.

To authorize EFI to proceed with the services presented herein, please provide a Work Order.

* * *

EFI appreciates the opportunity to provide this proposal to The City of Galveston. If you have any questions or require further information, please contact either of us indicated below at 832.518.5145.

Sincerely,

EFI Global, Inc.
CS0000072



Tim Herbert, P.G., CAPM00032
Senior Project Manager
Environmental and Remediation Services



Gary L. Bates, P.G., CAPM00437
Director
Environmental and Remediation Services

I:\Houston\RealProperty\Proposals 2018\UST\98410-18-0102 Galveston UST Closure.docx

RECEIVED
PUBLIC WORKS

FEB 5 2018

DEPARTMENT

Proceed.
[Signature]



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

April 26, 2018

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

From: Hope Dean, Chief Information Technology Officer

RE: Consider approving the renewal of the Oracle software maintenance contract for \$ 22,275.01.

I. BACKGROUND

Oracle is the software engine that drives the city's Financial software, time keeping solution, Geographical Information System (GIS), and Development Services software solution. The agreement ensures the city's ability to obtain technical assistance. Additionally, the agreement provides the City access to upgrades releases. Without the agreement, the city would have not access to support and would be required to purchase software upgrades at a substantially higher cost.

II. CURRENT SITUATION

The database software for the Financial, Human Resources, Timekeeping, and Geographic Information software solutions is expiring and requires renewal. This agreement provides the City access to product patches, software upgrades and access to Oracle technical support. Without this agreement, performance and the health of these solution cannot be guaranteed. This is to request approval for the renewal of the support for a one (1) year term.

The Financial and Human Resources applications for the City provide automated financial and human resource operations. The City is required to pay an annual license fee which includes the software maintenance for support for a one (1) year period to ensure proper performance of this suite of applications. This agreement also allows the City to take advantage of new functionality and product upgrades as they become available.



III. ISSUES

1. Without a maintenance contract, software upgrades would have to be purchased; at a much higher price. To secure licensing repurchase our current licensing level would cost the City \$280,000.
2. Discontinuing the support and licensing agreement, resolution of product deficiencies would not be available.
3. Discontinuation of the support and licensing agreement increases the City risk to data loss stored in these systems.

IV. ALTERNATIVES

1. Discontinue the maintenance agreement.

V. RECOMMENDATION

Approve the renewal of the maintenance and support contract for a total cost of \$ 22,275.01.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$ 31,572.03.



Chad McPhatter
Direct: 757.955.8069
Fax: 757.412.1060
Email: cmcphatter@mythics.com

Company Name: City of Galveston

Contact: Miralem Slioka
Phone: 409.797.3527
Email: mslioka@galvestontx.gov

Quote Number: **SR 10446432 FY18**
Valid Through: March 16, 2018

Mythics, Inc
4525 Main Street, Suite 1500
Virginia Beach, VA 23462

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
1	14518349	Oracle Internet Application Server Enterprise Edition	Mar 22, 2018 - Mar 21, 2019	Processor Perpetual	1	FULL USE	\$6,299.98
2	14518350	Oracle Database Enterprise Edition	Mar 22, 2018 - Mar 21, 2019	Named User Plus Perpetual	25	FULL USE	\$4,200.01
3	20667875	Oracle Database Enterprise Edition	Mar 22, 2018 - Mar 21, 2019	Named User Plus Perpetual	27	Limited Use Other	\$2,937.41
4	20667875	Oracle Database Standard Edition 2	Mar 22, 2018 - Mar 21, 2019	Processor Perpetual	5	FULL USE	\$6,633.19
5	20667875	Oracle Database Standard Edition 2	Mar 22, 2018 - Mar 21, 2019	Processor Perpetual	1	Limited Use Other	\$2,204.41
SUPPORT:							\$22,275.01
NEW LICENSE & SUPPORT:							UPON REQUEST
TRAINING:							UPON REQUEST
SERVICES:							UPON REQUEST

TOTAL							\$22,275.01
--------------	--	--	--	--	--	--	--------------------

***Please reference Mythics Quote Number on your purchase order: **SR 10446432 FY18** *Applicable state and local sales tax will apply unless an exemption is provided.

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics Fed Tax ID# 54-1987871
Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at <http://edelivery.oracle.com/>

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable. By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

Purchasing Instructions:
Please include the following statements in your order:
1. This order is placed pursuant to the terms and conditions of **Texas DIR-TSO-2548**.
2. Payment terms are: Net 30
3. Reference Mythics Quote Number: **SR 10446432 FY18** .

Fax order to 757.965.9486 or email to: cmcphatter@mythics.com

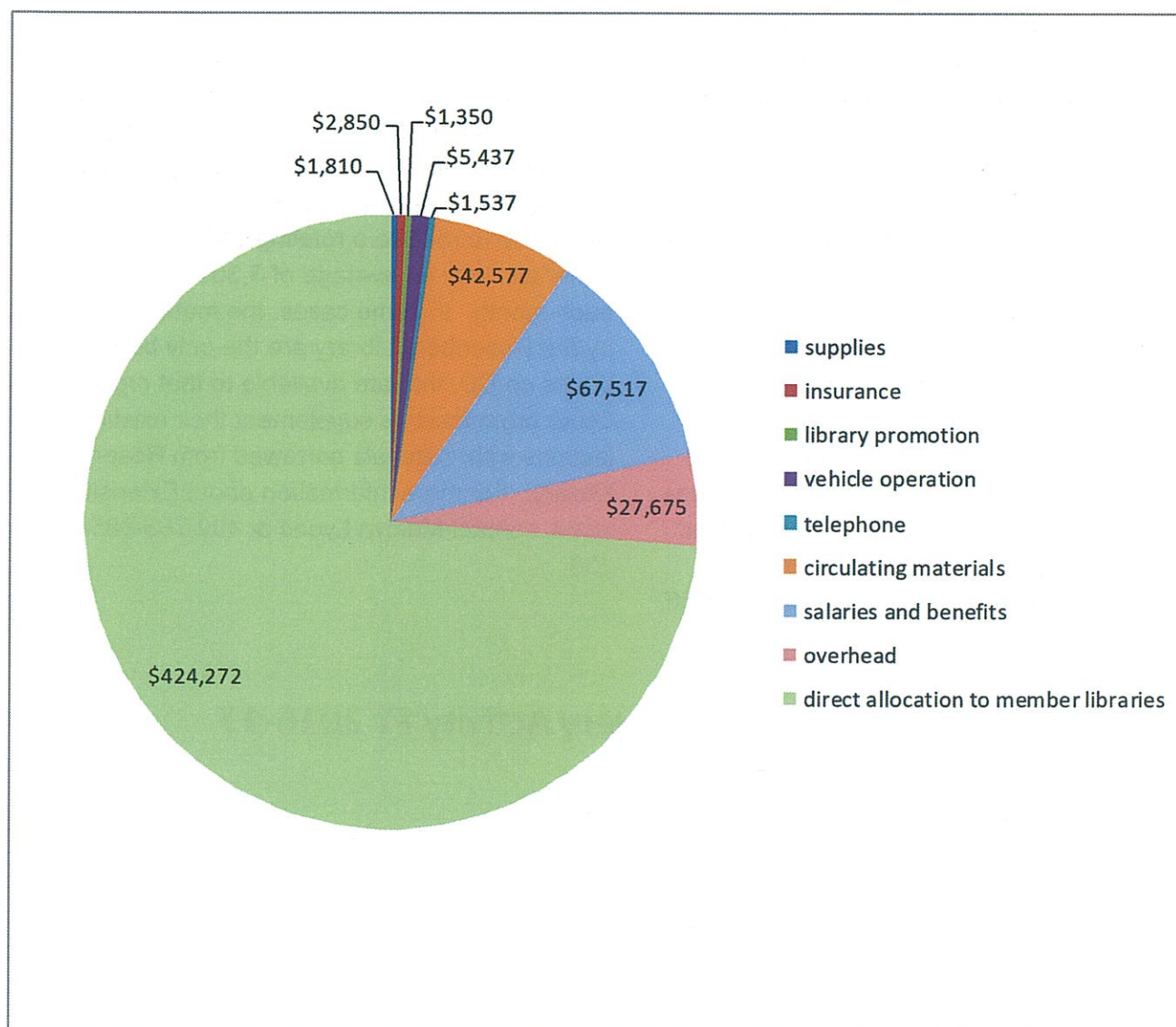
Galveston County Library System News

Dickinson • Friendswood • Galveston • Hitchcock • La Marque • League City • Santa Fe • Texas City

Spring 2018

Volume 16, Issue 1

Galveston County Library System Expenditures FY 2016—2017



Galveston County Library System Activity Statistics FY 2016—2017

	Registered Borrowers	Library Materials Circulated	Library Program Attendance	Library Visitors	Library Website Visits	In-Library Internet Users	Wi-Fi Users	Reference Question Transactions	Materials Used In-House
Total	204,941	1,633,097	120,842	1,125,304	621,974	213,826	149,208	178,023	182,582

Rosenberg Library Extension Services FY 2016-2017

Bringing the Library to Galveston County Residents

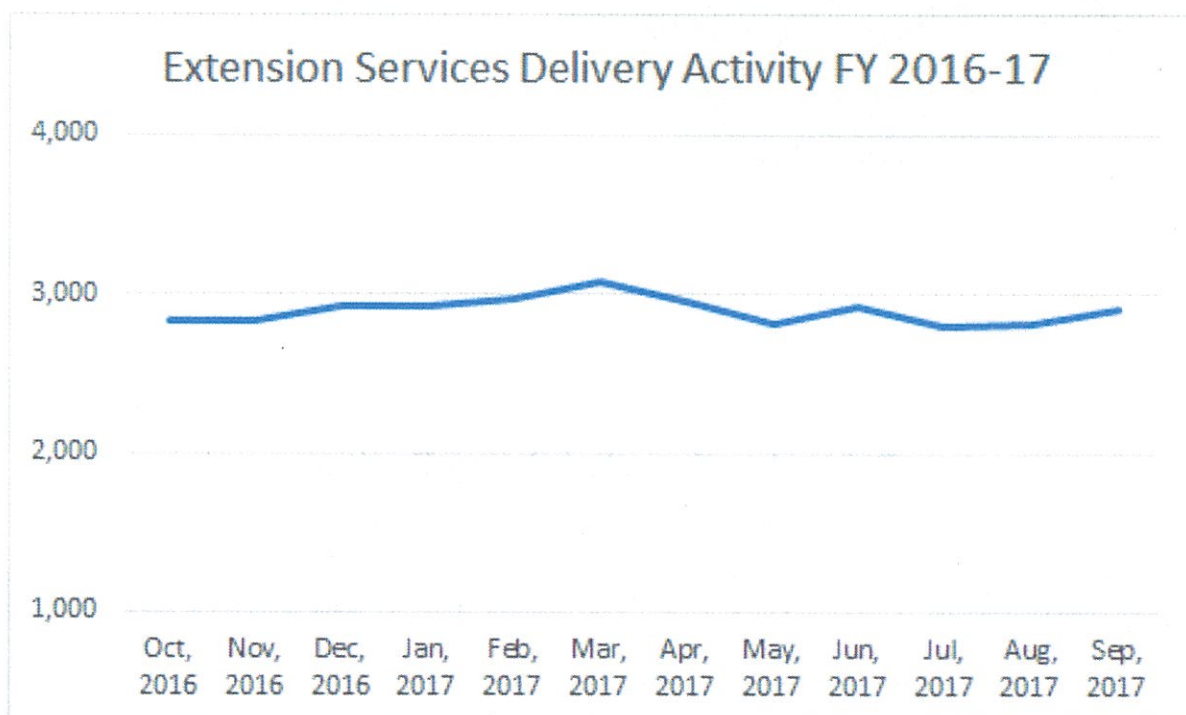
As part of its Extension Services program, the Rosenberg Library loans selections from its large collections of large type, audiobook, music CDs, and children's materials to retirement communities, senior centers, daycares, schools and libraries throughout Galveston County. In FY 2016-17, over 34,800 library materials were distributed to organizations and homebound individuals throughout Galveston County.

Library materials for institutional participants are delivered on a monthly basis. The convenience of this program allows participating institutions to provide relevant leisure and educational materials to their clients, completely free of cost to them.

In addition, the library mails books to homebound residents of Galveston County and delivers materials to residents of Galveston Island. These efforts allow for patrons to be active members of their neighborhood library and have contact with its staff,

even when they can't visit the physical facilities. Books for homebound patrons are picked according to their individual tastes and preferences. Dedicated library staff delivers these materials on a bi-weekly basis.

Marilyn Lyons in Extension Services logged over 6,000 miles during FY 2016-2017 providing library materials to patrons. Currently, 38 organizations serving more than 3,400 county residents are signed up to receive a rotating collection of library materials, with an average of 3,300 people served each month. In some cases, the materials provided by the Rosenberg Library are the only books, or books on CD, that are available to that organization. Other organizations supplement their existing collections with materials borrowed from Rosenberg Library. For more information about Extension Services, contact Marilyn Lyons at 409-763-8854, ext. 136.



Extension Services—Areas Served



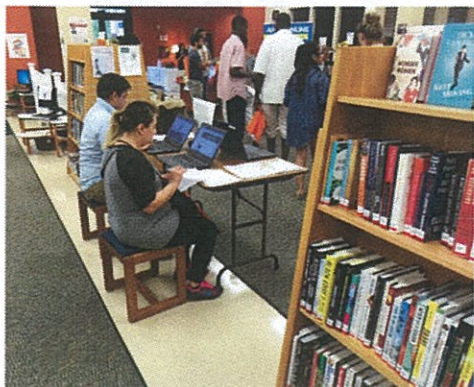
Extension Services—Institutional Addresses

Ashton Parke - Texas City
 ABC-123 Daycare - Texas City
 Baycliff Community Center - Bacliff
 Bayou Pine - La Marque
 Baywind - League City
 Bedford - Friendswood
 Brookdale - Friendswood
 Building Blocks Academy - Galveston
 Busybody Childcare - Galveston
 Busybody Childcare - La Marque
 Chance 2 Grow Childcare - Galveston
 Children's Coalition - Galveston
 Concord Assisted Living - Galveston
 Concord Assisted Living 2 - Galveston
 Crenshaw Elementary School - Port Bolivar
 Friendship Haven - Friendswood
 Genevieve Miller Hitchcock Public Library - Hitchcock
 Guiding Light Academy - Galveston
 Gulf Health Care - Galveston

Heaven Sent Childcare - Galveston
 High Island School - High Island
 Just 4 Kids Childcare - Texas City
 The Lake at Texas City - Texas City
 Lake Haven - Kemah
 Libbie's Place - Galveston
 Mansions at Moses Lake - Texas City
 Meridian - Galveston
 Moody Early Childhood - Galveston
 Oceanview - Texas City
 Regent Care - League City
 Resort - Texas City
 Resource and Crisis Center - Galveston
 Rio at Mainland Center - La Marque
 Seabreeze Nursing - Texas City
 Smile & Learn Childcare - Galveston
 Smile & Learn Childcare - La Marque
 Village on the Park - Friendswood
 Ziegler Headstart - Galveston

4th Annual Teen Job Fair at Dickinson Public Library

Dickinson Public Library will be hosting its 4th Annual Teen Job Fair on April 28, 2018 from 10:00 am to 12:00 pm. This event is targeted at teens who are 16 years old and older. The goal of this event is to connect local teens with potential employers. Workforce Solutions will be at the Job Fair to share a presentation about job searching with attendees. Laptops and workstations will be available for participants to use for online job applications. For more information, contact us at 281-534-3812 or visit us online at www.dickinsonpubliclibrary.org.



We Need VolunTeens!

Do you need to earn volunteer hours? Teens ages 13-18 can now volunteer at the Moore Memorial Public Library year round. We hope this will let teens who can't volunteer during the summer get their chance to pitch in. Volunteers help keep the library neat, organize library shelves, and help librarians prepare for library programs. Your service will help the library run more smoothly. As volunteers, teens can earn volunteer service credits for college applications, fulfill service organization requirements (such as National Honor Society), and even add their time at the library to their first resume. Unfortunately, volunteering with the library **cannot** be used for court-ordered community service. Anyone interested in becoming a VolunTeen can pick up an application at the library Reference Desk. We are located at 1701 9th Ave. N., Texas City, TX 77590. For more information, please call 409-949-3008.



Star Wars Reads VI

Helen Hall Library hosted the sixth Star Wars Reads Day with help from the 501st Legion and Rebel Legion. Children could make crafts, participate in activities such as a scavenger hunt, and have their pictures taken with their favorite Star Wars characters. Bedrock City Comics came, gave away free materials, and donated the grand prize for the costume contest.



Galveston County Library System

Friendswood Public Library

416 S. Friendswood Drive
Friendswood, TX 77546

www.friendswood.lib.tx.us

(281) 482-7135

Mon-Thurs 10 am to 9 pm

Fri, Sat 10 am to 6 pm

Closed Sunday

League City Public Library**Helen Hall Library**

100 West Walker

League City, TX 77573

www.leaguecitylibrary.org

(281) 554-1111

Mon-Thurs 10 am to 9 pm

Fri, Sat 10 am to 6 pm

Sun 1 pm to 5 pm

Hitchcock Public Library**Genevieve Miller Library**

8005 Barry Street

Hitchcock, TX 77563

www.hitchcockpubliclibrary.org

(409) 986-7814

Tue, Wed & Fri 10 am to 5 pm

Thurs 10 am to 6 pm

Sat 10 am to 3 pm

Closed Sunday & Monday

Rosenberg Library

2310 Sealy Street

Galveston, TX 77550-2220

www.rosenberg-library.org

(409) 763-8854

Mon-Thurs 9 am to 9 pm

Fri, Sat 9 am to 6 pm

Closed Sunday

Galveston & Texas History Center

Tues—Sat 9 am to 6 pm

Dickinson Public Library

4411 Highway 3

Dickinson, TX 77539

www.dickinsonpubliclibrary.org

(281) 534-3812

Mon, Wed, Fri 10 am to 5 pm

Tue, Thurs 10 am to 6 pm

Sat 10 am to 2 pm

Closed Sunday

Moore Memorial Library

1701 9th Avenue N.

Texas City, TX 77590

www.texascity-library.org

(409) 643-5979

Mon-Wed 9 am to 9 pm

Thur, Fri 9 am to 6 pm

Sat 10 am to 4 pm

Closed Sunday

La Marque Public Library

1011 Bayou Road

La Marque, TX 77568

www.lamarquelibary.org

(409) 938-9270

Tue, Wed 10 am to 6 pm

Thurs 10 am to 7 pm

Fri, Sat 9 am to 4 pm

Closed Sunday & Monday

Santa Fe Public Library**Mae Bruce Library**

13302 6th Street

Santa Fe, TX 77510

www.maebrucelibrary.org

(409) 925-5540

Mon-Wed, Fri 10 am to 6 pm

Thurs 12 to 8 pm

Sat 10 am to 1:30 pm

Closed Sunday

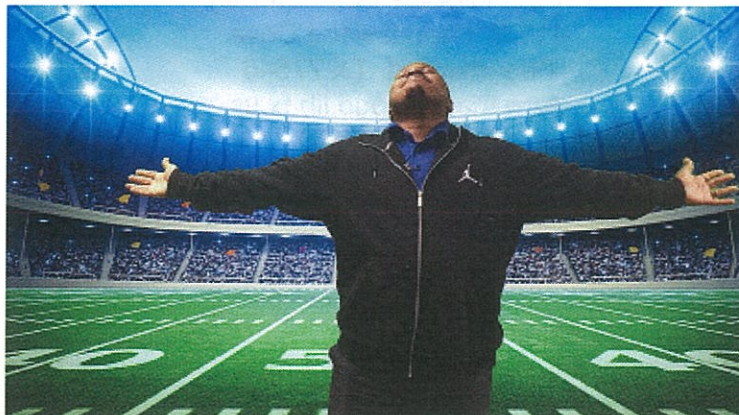
Technology Training Opportunities at Friendswood Library

Friendswood Library now offers 3D printer demonstrations and training on our new Prusa model 3D printer. Come see the printer in action and learn the steps to print your own object. The library also offers *Green Screen Magic*, a class which allows you to take family photos or make short videos superimposed onto a chosen virtual background. Perfect for school and personal projects.

Both the 3D Printing demonstrations and *Green Screen Magic* classes are offered weekly in a *come and go* session lasting approximately 2 hours. Contact the Friendswood Library at 281-482-7135 to learn more or visit our website at www.friendswood.lib.tx.us.

Recent 3D printer projects include:

- Science Fair project testing different designs for diffusing heat from a computer's CPU
- A robotics team created a cell phone holder to be mounted to a robot for guiding purposes
- A bracket mount for an amateur radio transceiver unit
- A model of NASA's Saturn V rocket



Green Screen Magic, one of the technology training opportunities offered at Friendswood Library.

Makerspace Events at Dickinson Public Library



Dickinson Public Library has begun offering a monthly Makerspace program. Each month a new project will be made. In February, participants used discarded and damaged books to make various paper crafts. Join us on the 3rd Tuesday of each month at 4:30 pm to make something fun! For more information, contact us at 281-534-3812 or visit us online at www.dickinsonpubliclibrary.org.

Adult Programs at Helen Hall Library—Opportunities to Learn & Share

Thursday Talks—This series offers a variety of presentations given by professionals in the community on topics of interest for the public. Starting in January and taking place on the third Thursday of each month from 10:15 am until 11:30 am in the Library Theater, our Thursday topics include such subjects as “Preparing for Medicare,” “Running for Health,” and “What Would Happen if We Landed on Mars Today?”

Local Author's Hour - Authors from the community are invited to come and share their experiences with the public at the library every second Thursday from 10:15 am until 11:30 am.

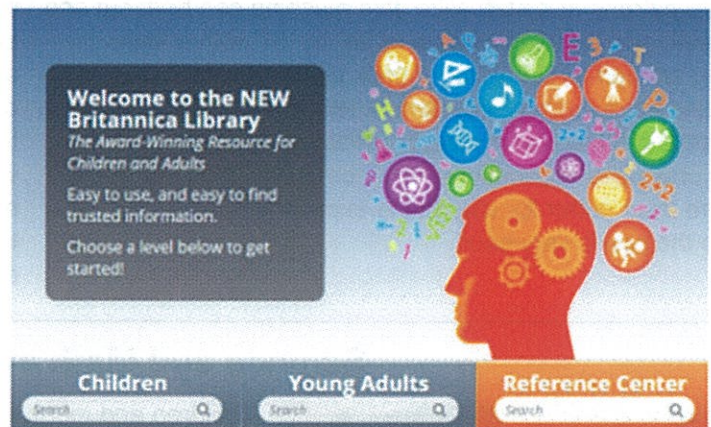
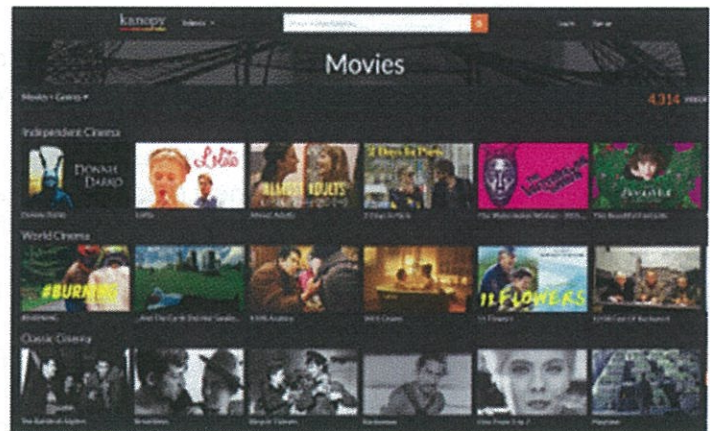


Two-time Christy award winner and bestselling author DiAnn Mills shares her story.

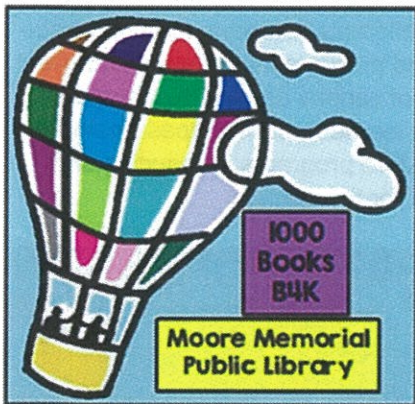
New Databases Available from Moore Memorial Library

Moore Memorial Public Library is happy to announce the arrival of two new FREE subscription databases. Library card holders can access Kanopy and Encyclopedia Britannica online at the library or from the comfort of home through the library's website: www.texascity-library.org/. Kanopy is an on-demand streaming video service for public libraries that provides access to over 8,000 films and documentaries. The service offers independent and foreign films in a range of genres, including drama, comedy, horror, and romance. It also includes a large collection of instructional videos related to cooking and nutrition, travel and tourism, hair and beauty, and much more. Kanopy also offers documentaries and films related to specific subjects and disciplines, such as African, Latin American, and Middle Eastern Studies. There is a limit of 15 movies a month per library card.

Encyclopedia Britannica is an interactive encyclopedia that provides three avenues for obtaining authoritative information on a range of topics. The Children's Section provides quick access to articles, the world atlas, media, biographies and much more. Young adults have their own section too and can search for information pertinent to their grade and reading level. The Reference Center provides information on major news and current events, in addition to a wide range of topics. If you have questions about either database, or need help accessing them, visit the Reference Desk, or call us directly at 409-643-5977.



1,000 Books Before Kindergarten



At the Moore Memorial Public Library we know that literacy starts at birth. Early literacy skills can be developed not only by reading to children as much as possible, but also by talking to, singing with, reciting rhymes, and attending library programs with them to encourage their curiosity about both learning and reading.

Help develop these important early literacy skills by joining the free early literacy program at Moore Memorial Public Library. The program, **1,000 Books before Kindergarten**, is as simple as it sounds: read 1,000 books to your child before they start Kindergarten! There is no timeline or end date other than your child entering Kindergarten, so take your time. You will be surprised at how quickly you will reach 1,000 books by just reading to your child at your natural pace. If you read just 1 book a night, you will have read about 365 books in a year. That is 730 books in two years and 1,095 books in three years.

Sign your child up for the program in the Children's Department Mon.-Fri. 9am-6pm. You will receive a welcome folder with all the information you'll need along with your first two log sheets to record the first 200 books you read together. You could also opt to record your books on the mobile app provided on the 1,000 Books before Kindergarten website.

You will receive stickers and prizes for certain goals when you return to the library with completed logs. When you complete your 10th and final log, you will have read 1,000 books together! Check with the Children's Department staff for more details either in person or by calling 409-643-5983. Find us at 1701 9th Ave. N., Texas City, TX 77590.

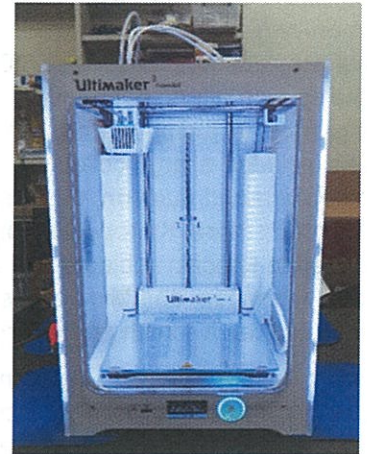
Rosenberg Library Adds New Laser Cutter & 3D Printer to Computer Lab Ensemble



The Rosenberg Library is pleased to announce that the computer lab on the third floor has added two new machines to their repertoire. Most excitingly, we are adding brand new technology to the computer lab in the form of a

laser cutter, a P-Series 24x16+ CO2 Laser from Full Spectrum Laser. This cutter is a powerful machine that is built to handle almost anything you put in front of it. Soon to be available to patrons and staff alike, this machine can both cut and engrave, and has a work area of 24" by 16" with a laser strong enough to cut up to 1/2" thick acrylic or wood boards. We also have a rotary attachment which allows us to engrave bottles and other round objects, allowing the laser cutter to have countless applications. The computer lab is still preparing the laser cutter for use, but is expecting to make it available to the public very soon.

Our second technology addition is a new 3D printer. The computer lab has made the decision to replace the old printer with a more user-friendly and updated Ultimaker 3 Extended. This new 3D printer has additional features not available on the previous machine and also allows users to pick from a broad range of materials to print their creations. The new materials available in the lab include a variety of PLA and ABS filaments, one of which is a striking metallic carbon/slate color. The new 3D printer is currently being set up, and should be available to the public soon. As always, the computer lab offers a free 3D Design class to any member of the public who is interested in the world of 3D printing. For more information or to sign up for one of our free classes, please contact the computer lab at 409-763-8854 ext 130, or email us at computerlab@rosenberg-library.org.



Science and Math at Helen Hall Library



Above: Science for Little Explorers: Math Counts!

Children and teens have been given opportunities at Helen Hall Library to explore math, science and engineering with programs such as Science for Little Explorers (preschool) and two new programs, S.T.E.A.M. for Tweens (ages 8 to 13) and Snapology®. Tweens made trebuchets out of toothpicks and marshmallows, then tested them with a lively marshmallow fight. They have learned coding by "programming" the movement of the teen and children's librarians through obstacles and challenges. Snapology® is a franchised program that offers enrichment classes in science and engineering for children of various ages. Preschoolers participating in Science for Little Explorers have learned about shapes, math concepts and physics with float and sink science. More programs introducing and featuring S.T.E.A.M. concepts have been planned for the spring.

Below: S.T.E.A.M. for Tweens: Engineering with Marshmallows



Snapology® Workshop



Science for Little Explorers: Sink or Float Science

Read Across Texas: The Veterans' Experience



City Librarian Jenny Brewer and the discussion panel

The Texas State Library and Archives Commission and the Friends of the Helen Hall Library co-sponsored a unique program that allowed veterans and those interested in hearing their stories to come together. The City Librarian, Jenny Brewer, gave a presentation on the book, *Billy Lynn's Long Halftime Walk*, by Ben Fountain, which was also made into a movie. A special discussion panel of veterans who took part in the Vietnam War and the Gulf War shared their experiences and answered questions from the audience. Special thanks to the folks at Bay Harbour United Methodist Church who lead a Transition-Plus group for veterans and service members and who came to take part in our panel discussion.

Tai Chi and Chair Yoga for Seniors at Friendswood Library

In partnership with the City of Friendswood Senior Activity Center, the Friendswood Library is hosting Tai Chi and Chair Yoga classes for seniors in the library's Community Room. Tai Chi and Chair Yoga utilize gentle movements to improve strength, balance, and flexibility, and can reduce stress.

- Tai Chi for seniors is held on Tuesdays and Thursdays from 1 – 2pm.
- Chair Yoga for seniors is held on Wednesdays from 1 – 2pm.



For more information, contact Friendswood Library at 281-482-7135 or go to www.friendswood.lib.tx.us.

Hurricane Focus Group



Residents of Dickinson were recently given the opportunity to participate in a focus group about Hurricane Harvey. Researchers from the National Center for Atmospheric Research in Boulder, Colorado came to Dickinson Public Library and conducted two focus groups. The researchers were studying how hurricane information can help people make informed decisions to keep themselves and loved ones safe during hurricanes. The focus was to find out how and when the people of Dickinson got information about the hurricane, what they did during the hurricane and how they were dealing with the after affects. The groups consisted of informal conversations with local Dickinson residents, where they had the opportunity to relay their experiences with Hurricane Harvey.

Children's Programming Helps Develop Literacy Skills

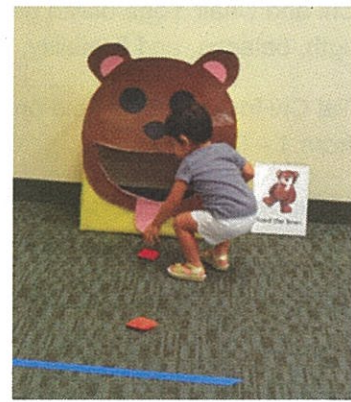
It's always a great time to be a kid at Moore Memorial Public Library. This spring, don't miss **Toddlerific Storytime** on **Tuesdays at 10 AM** for children ages 1-3. Children will listen to stories, interact through fingerplays, sing songs together, and have an opportunity to unwind during playtime. **Preschool Storytime** is held **every Wednesday at 10:00 AM** for children ages 3-5. Children will enjoy stories, interact with fingerplays, sing songs, and assemble a craft. All **Storytimes** are held in the Holland Meeting Room. These free programs target the development of your child's literacy skills.



Visit the Children's Department to discover activities for kids of all ages. Activities include Busy Bags, smARTy bags, craft activities, activity and coloring sheets, felt boards, and more. Some of the educational toys used during library storytimes will be set out for toy tryout sessions for toddlers and preschoolers. See if your child enjoys playing with these types of toys before buying! For more Information, contact the Children's Department at 409-643-5983. Find us at 1701 9th Ave. N., Texas City, TX 77590.



Teddy Bear Celebration



To celebrate National Teddy Bear Day, S-T-I-T-C-H-E-S the Bear from Elite Care 24 Hour Emergency Room in League City came to help. Children were able to make bear puppets, color bookmarks, "feed" the bear with beanbags, participate in math games with little bears, sort bears by color, and read bear books. S-T-I-T-C-H-E-S passed out free small teddy bears to the children.

April Teen Events at Rosenberg Library

- **YALL meeting** - Monday, April 9th 4:30 to 5:30 PM - Fox Room, 4th Floor - Young Adult Library Leaders
- **Teen Gaming** - Friday, April 13th 4:00 to 5:30 PM - Randall Room, 1st Floor - Wii U & board games - strategic, cooperative and more!
- **Artists' Alley Writing Workshop** - Friday, April 29th 4:30 to 5:30 PM - Randall Room, 1st Floor - come work on your writing!
- **Throwback Thursday Movie Night** - Thursday, April 26th 4:30 to 6:00 PM - Wortham Auditorium, 1st floor - *Space Jam* (PG)
- **How to Adult & Life Skills Teen Academy** - Friday, April 27th 4:30 to 5:30 PM - Wortham Auditorium, 1st floor - Adulting is hard, but it doesn't have to be impossible. Come learn some life skills! Subject: Credit & Budgeting

For more information about teen programs, contact Dustan Archer at 409-763-8854, ext. 140

Programs for Teens at Helen Hall Library



STEAM for Tweens has been very successful; we had 19 attend the first program, *Fun with Coding*. The tweens got to “code a person.” Using directional arrow cards, they had to successfully code staff members to move around obstacles to get



to the treasure box. This program was very popular and helped the tweens learn computational thinking, which is essential when trying to code. This program series continues to pull large crowds and has thus far been a hit with our patrons.



The Clue Murder Mystery program this past October had 21 attendees. This after-hours program featured several staff members dressed as various characters from the Clue board game. The teens had to interrogate the characters and find the clues hidden around the library to discover who killed Mr. Black. This program was wildly well-received, and many teens expressed interest in having this program again.

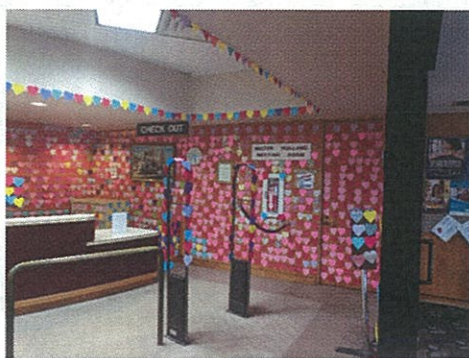
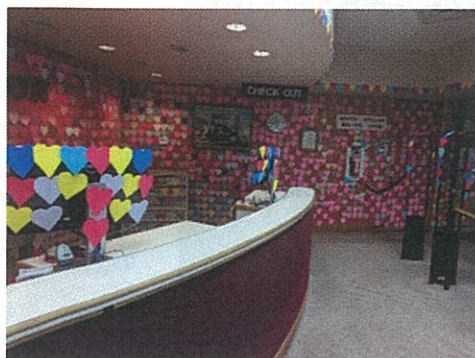
The SherLOCKED Escape Room program had 23 attendees and was also a crowd-pleaser. The teens had to solve clues related to Sherlock Holmes to find keys and codes in order to open a final box for the key phrase. The teens enjoyed this program and expressed interest in similar programming in the future.



Read to Feed

At Moore Memorial Public Library we always say that it pays to read. This year we wanted to ‘pay it forward’ with reading. After a very hard storm season that still has so much of our community displaced and struggling, we wanted to show how everyone can do their part.

From January 1st to February 14th, the library ran our “Read to Feed” program — an effort to raise money for the Galveston County Food Bank. An anonymous donor graciously agreed to donate \$1.00 for every hour read for the duration of the program. Together, Read to Feed participants helped raise \$3,244 for the Galveston County Food Bank! Thanks to everyone who contributed their reading hours. We hope you keep reading!



Final Plans Underway for the Rosenberg Library's Phase VII Project



The Rosenberg Library's Board of Directors has authorized the Gensler architectural firm to proceed with the development of construction documents for the library's Phase VII project. The Phase VII project is the final phase of the Rosenberg Library's multi-year effort to reconstruct the building for its next generation of service for the people of Galveston and Texas. The planned Phase VII improvements will encompass the first major renovation and expansion of the Rosenberg Library museum exhibit spaces in more than forty-five years. In addition to a major redesign and expansion of the museum exhibit spaces, the Phase VII project will also seek to uncover and restore the historical grandeur of the 4th floor of the library's Rosenberg Wing and to update and bring the 4th floor, including the public restrooms, into compliance with ADA regulations.

As planned, the Phase VII improvements will involve a fundamental reconfiguration of the main museum exhibit area on the 4th floor of the Rosenberg Wing of the building. These improvements will enable the museum staff

to organize a greater variety of museum exhibits than the current configurations permit. This is especially important because of the size of the library's museum collection and the fact that the library has not been able to exhibit many items in its collections due to limitations of the current display arrangements. The current configuration of the split galleries, which was designed nearly a half century ago, will be replaced with more flexible and open concept exhibition areas. As part of the planned improvements, some interior walls will be removed to expand the floor space in the galleries. The current built-in cases will also be replaced with free-standing exhibit cases which can display a more extensive array of objects and can be arranged in a variety of ways, depending on the specific exhibit or installation. The Phase VII renovations also present opportunities for the Rosenberg Library to more successfully engage visitors with multimedia technologies.

Construction is expected to begin on the Rosenberg Library's Phase VII Project in September 2018.

Rosenberg Library's Phase VII project—planned improvements for the 4th floor Museum exhibit spaces (artist's rendering, Gensler).



Rosenberg Library Board of Directors to Honor Jan Coggeshall

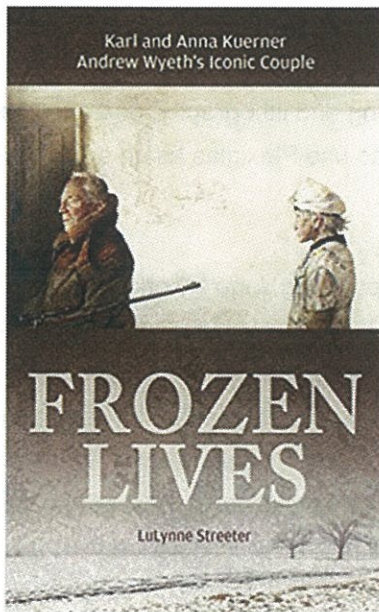
At their December meeting, the Rosenberg Library's Board of Directors voted to honor the enormous contribution that Jan Coggeshall made to the library over a span of more than 40 years **by naming an arched window in her honor that will be uncovered and restored as part of the upcoming Phase VII project.** The window restoration will be funded through a lead gift from the Friends of the Rosenberg Library and contributions from many other people in the community.

Jan Coggeshall served as President of the Rosenberg Library Board of Directors from 2003 to 2016. Mrs. Coggeshall's tenure as President of the Rosenberg Library Association included \$12,000,000 in capital improvements to the library, the Centennial Celebration in 2004, expansion of library services and recovery from the devastation to the building that was caused by Hurricane Ike. Jan Coggeshall was also instrumental in organizing the first Friends of the Library book sale at the Rosenberg Library in 1973. Mrs. Coggeshall served as a Trustee of the Rosenberg Library from 1991-2017 and as a member of the Board of Directors from 1999 to 2017. Jan Coggeshall was also active in civic affairs as a city council person and as the first woman ever to be elected Mayor of Galveston. Jan Coggeshall passed away on June 19, 2017.



Janice R. Coggeshall
June 27, 1935—June 19, 2017

Rosenberg Library Announces Museum Book Club Spring 2018 Selection



Rosenberg Library is pleased to announce that its selection for the Spring 2018 Museum Book Club series will be *Frozen Lives* by LuLynne Streeter. The book tells the story of the Kuerner family, neighbors of the iconic American artist, Andrew Wyeth (1917-2009). In his signature Realist manner, Wyeth featured the Kuerners and their farm in numerous paintings.

The Spring Museum Book Club meeting will take place on **Wednesday, April 4 from 12 noon – 1:30 p.m. in the Fox Room** on the library's 4th floor. The program will include an author talk and book signing. Light refreshments will be provided.

About the Author

LuLynne Streeter is an award-winning author, poet, and journalist. She has travelled extensively through-

out the United States and Mexico and currently lives and writes in Galveston, Texas.

From the Permanent Collection

Rosenberg Library staff will share several examples of Realist art from the permanent collection.

About the Museum Book Club

Rosenberg Library's Museum Book Club offers participants the chance to experience art and literature in a more interactive way. Members have the opportunity to view rarely exhibited art and historical artifacts from the library's permanent collection as they discuss related books.

Registration is required for all Museum Book Club meetings. Established book clubs are encouraged to participate. Groups of over 10 people are asked to call the Reference Desk in advance to arrange accommodations.

Print copies of *Frozen Lives* are available for check-out at Rosenberg Library.

Visit www.rosenberg-library.org or call 409-763-8854 ext. 125 for additional information or to register.

Never A Dull Moment: The Art of Grace Spaulding John (1890-1972)

Rosenberg Library recently opened a new exhibit in partnership with the Center for the Advancement and Study of Early Texas Art (CASETA). ***Never A Dull Moment: The Art of Grace Spaulding John*** is on display through July 20, 2018. The exhibit is located in the Harris Gallery on the library's fourth floor and can be viewed Monday through Saturday from 9 a.m. to 6 p.m. Admission to the museum galleries is always free.

Grace Spaulding John was born in Battle Creek, Michigan in 1890. Her father was a newspaper editor and publisher, and the family lived in Vermont before settling in Beaumont, Texas during the early 1900s. After completing high school, John enrolled at the St. Louis School of Fine Art in 1909. Three years later, she began studies at the Art Institute of Chicago.

In 1913, John married Roy Keehnell, and the couple had two children together. When the marriage ended in 1917, John moved to New York to study at the National Academy of Design and at the Art Students League. In 1921, she married Alfred Morgan John, a Houston attorney.

John continued her studies, first at the Parsons School of Design in New York and later at the Pennsylvania Academy of Fine Arts. In 1923, she was among an elite group of eight young American artists who re-

ceived fellowships to study at Laurelton Hall—the Long Island estate of Louis Comfort Tiffany.

After John returned to Texas, she travelled abroad, producing many scenes from famous European cities. During the 1930s, John spent time painting in both Mexico and the American Southwest, places which inspired and influenced her work in subsequent decades.

One of John's hallmarks was the preparation of her canvases. Utilizing techniques learned at Laurelton Hall, she used rabbit-skin glue to size her brown linen canvases. She preferred painting outdoors, seated in front of her subject, and usually created a small sketch before beginning a painting. John's works typically feature bright colors and broad brushstrokes.

She was skilled in a variety of different media including oils, watercolor, pen-and-ink, and pastel. John was also proficient in etching and lithography, and she was one of the first artists to use Plexiglas as an artistic medium.

Examples of Grace Spaulding John's work can be found at the Museum of Fine Arts Houston, the Museum of Fine Arts Los Angeles, and the Smithsonian, among other institutions. Murals created by John can be found in Houston City Hall, Lanier Middle School in Houston, and Lakewood Yacht Club in Clear Lake. She continued to work until her death in Houston in 1972.

*****IMAGES WITH CAPTIONS ON NEXT PAGE*****

The Art of Grace Spaulding John



Self-Portrait
Oil on canvas, 1923
(Gift of Patricia John Keightley)



Murdoch's Pier and Beach
Oil on canvas, 1938
(Gift of Patricia John Keightley)



God is Mathematics
Oil on canvas, 1938
(Gift of Patricia John Keightley)

Friendswood Library's *Outstanding Cultural Programming Award*



Friendswood Library's 2018 *Outstanding Cultural Programming Award* was awarded to ESL teacher Stephanie Peirce at a ceremony on February 22nd. In September of 2016, Stephanie Peirce and the Friendswood Library launched the Friendswood Library ESL Conversation Classes. Since that time, the library has held over 50 class sessions and supported over 50 learners on their journey. The Friendswood Library has recently added a monthly ESL Club and is in discussions to begin an ESL class for Spanish language speakers. For more information, contact the Friendswood Library at 281-482-7135 or visit www.friendswood.lib.tx.us.

Dickinson Public Library Receives Texas New Mexico Power Grant

Dickinson Public Library is pleased to announce it has received a \$5000 grant from Texas New Mexico Power. These funds will support the expansion of Teen Coding classes at the library by allowing the library to purchase access to a coding database and laptops to accommodate additional teens in the program. The program was previously limited to six individuals and will now expand to a capacity of seventeen, thanks to the funding of additional equipment.



"The technology we'll be purchasing with the grant allows teens in our community a chance to learn coding skills that can be applied in everyday life and in their futures. Providing access to technology at the library is critical, especially following the devastation and loss of personal technology within our community during Hurricane Harvey," said Lindsay Henson, library director.

Dickinson Public Library Welcomed Author Frank Weber

Author Frank Weber spoke about his first novel, *Murder Book*, at Dickinson Public Library on Thursday, March 8. The term "murder book" refers to the case file of a murder investigation and typically includes crime scene photographs and sketches, autopsy and forensic reports, transcripts of investigators' notes and witness interviews.

Mr. Weber is a forensic psychologist whose award winning forensic and clinical work includes assessment and expert witness testimony for homicide, sexual assault, and physical assault cases. From this real life world comes his first work of fiction, *Murder Book*, from North Star Press.





ROSENBERG LIBRARY CHILDREN'S DEPARTMENT

STORY FAIR PROGRAMS HELD MONTHLY FOR PRESCHOOLS AND DAYCARES



MARDI GRAS FUN—WE TAKE OUR SHOW ON THE ROAD!

The theme for the Firefighters Children's Parade was Salute to the Houston Astros. We dressed as Player 1 and Player 2 and sang "Take Me Out to the Library."

Cold weather didn't dampen our spirits!



- ♦ Touch screen computers are available to children to work on homework, play games and research information.
- ♦ Tech Times are offered throughout the year to provide hands-on experiences.
- ♦ Area schools make visits to the library and check out books.
- ♦ Story Fair Open House March 26
- ♦ Dia de los Niños Celebration April 28

Mae Bruce Library Welcomes New Staff Member



It's a scary jungle out there! 'Cat' would like to encourage everyone to let your librarian serve as your guide through the Information Jungle.

Mae Bruce Library's newest staff member is one cool cat. But, he needs a proper name! The library needs your help in finding the perfect name for 'Cat.' The library will accept name submissions through April 6th. The winning name will be announced during National Library Week, April 8-14. The winner will get to ride on the library's 2018 Christmas Float, along with 'Cat' himself!

Why does the library need a mascot? A mascot can be a very recognizable symbol of the work that libraries do. A mascot can make a library event special enough that people will remember that event, remember the fun and excitement. Mascots offer a softer side that people, especially children, can relate to. In this way, mascots help expand the reach of the library's mission.



'Cat' is soooo excited! One of his favorite authors, Beverly Cleary, is turning 101 years old on April 12th. Wow, 101!

Anyone wishing to submit a name, or two, for 'Cat' can stop by the library during regular business hours or, send an email to reference@maebrucelibrary.org. In addition to the suggested name(s), please include your own name and a phone number, so that we can let you know if you've won! Don't be surprised if you see 'Cat' around town...he thinks he's people!

Dickinson Public Library - Storytime on Saturdays

Dickinson Public Library has begun offering a Family Storytime once a month on Saturdays. The program is for babies through preschoolers. Attendees will listen to fun stories, sing songs and make a craft. We hope you'll join us at our next Family Storytime on Saturday—for more information, contact the library at 281-534-3812 or visit their website at www.dickinsonpubliclibrary.org.



Holiday Open House at Helen Hall Library



The annual Holiday Open House at the Helen Hall Library was as wonderful as ever, with a special visit from Santa (arriving on our beloved "Granny" firetruck), cookies and holiday drinks, craft time for the children, and a tree lighting ceremony afterwards, sponsored by the Knights of Columbus #9310 and the League City Parks and Recreation Department.

New Manager of Special Collections Department at Rosenberg Library



Hello! I'm Lauren Martino and I recently joined the Rosenberg Library as the Manager of the Special Collections Department, which includes the Galveston and Texas History Center and the Museum. I am absolutely thrilled to be here and I look forward to collaborating with my new colleagues across the Galveston County Library System.

I am a native Texan and originally from the Houston area. I earned my Bachelor's degree from the University of Texas at Austin with a major in History and minor in Art History. I also have a Master's of Library and Information Science degree from Rutgers.

I've worked in libraries for about 13 years. I was first introduced to archives as an intern in the library and archives of the Texas Historical Commission. After college, I worked in a neighborhood branch of the Austin Public Library. Seeing the library's positive impact on the community is what inspired me to pursue librarianship as a career. My

background also includes working as the Stacks Supervisor at William Paterson University in New Jersey and an Outreach Librarian for the NASA Goddard Space Flight Center in Maryland.

Most recently, I worked as a Special Collections Librarian in the Washingtoniana and Black Studies divisions of the DC Public Library. I started as the Map Librarian, but during the extensive renovations of the Martin Luther King, Jr. Memorial Library, my role evolved to include coordination of interim reference services for the Special Collections.

In addition to its significant archival collections, the Rosenberg is unique among public library special collections because it also contains an impressive museum. Galveston's rich local history and culture (and the beach!) drew me here as well. I am excited to help share Galveston's stories and treasures by increasing online access to the collections and public programming.

I am settling in to island life and looking forward to learning more about Galveston County's history and community. I can't wait to meet all of you. Please reach out anytime at lmartino@rosenberg-library.org or 409-763-8854 ext. 117.

New Monthly Adult Programs at Rosenberg Library

Do you like trivia but don't enjoy the bar atmosphere? Do you like playing board games but have difficulty finding a group to play with? Do you want a night just to yourselves, no children present, just having fun with other adults? Look no further, because starting in March, the Rosenberg Library will begin a monthly **Board Game Night** as well as a **Trivia Night**!

We have a variety of board games to choose from, as well as a librarian who can explain the games fully to you. Cooperative, social, strategy, and more styles of board games are available! These are typically less luck based than your traditional fare of Monopoly or Sorry.

Bring a partner for Trivia Night, or join a group here! There will be a variety of questions from across the spectrum, and the winning team will leave with a prize. Rules will be announced at the beginning of the program.

Popcorn and refreshments will be provided at both monthly events. We look forward to seeing you there! For more information, please contact Dustan Archer, Teen Services Librarian 409-763-8854 ext. 140.



Look What's Happening at La Marque Public Library

Over 200 attended **La Marque Public Library's annual Fall Festival** on October 26. Visitors of all ages enjoyed Trunk or Treat, a costume contest, face painting and outdoor games. We are grateful for help from a wonderful group of dedicated volunteers who helped with the event and many in our community who donated candy. Friends of La Marque Library sponsored supplies, a face painter and musical entertainment. Staff would also like to thank helpers from other city departments who assisted with this program including La Marque Fire Department, Brandon Haynes (IT) and Councilmembers Casey McAuliffe and Chris Lane.

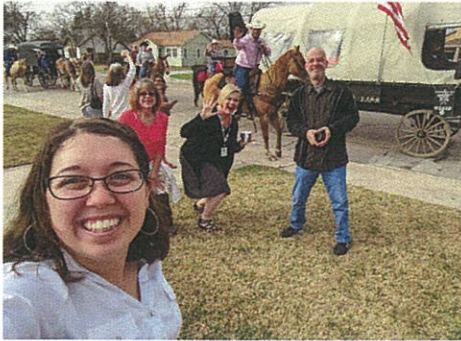


The library tried a new program series this holiday season which was quite popular with patrons of all ages. **Sweet Saturdays** was held on December 2nd, 9th and 16th. For the first Saturday, visitors decorated Christmas cookies and cupcakes. On the second Saturday, they put together decorative jars of ingredients for cookies. The final Saturday was do-it-yourself gingerbread homes. Messy fun was had by all! Attendance for all three programs was 112.

Even though this year's Christmas parade was cancelled due to inclement weather, there was still a chance for indoor fun at the library. Long-time volunteer, Brandon Williams, responded to a last minute call and put on his Santa suit to read stories to children. Between books and making Christmas cards, visitors also enjoyed popcorn, hot chocolate and a photo opportunity with Santa.



Look What's Happening at La Marque Public Library.....continued



What a treat for library staff, customers and Friends on Saturday, February 17, when more than 100 riders with **Texas Independence Trail Ride Association** passed right in front of the library on the first leg of their seven-day journey to Houston's Memorial Park!

Have you joined **La Marque Friends of the Library**? Library lovers are invited and encouraged to join our Friends of the Library. Become part of a dedicated group of volunteers who advocate for La Marque Library, raise funds, sponsor programs and special events and host popular used book sales periodically throughout the year. Contact us at 409-938-9270 to find out how to join today.

All are invited to the third annual **Rock and Read** celebration set to take place at the Library on **Saturday April 21**. Rock and Read is our spring community-wide program put on in partnership with the Jack and Jill Clear Lake/Bay Area Chapter. Jack and Jill is a family organization dedicated to developing children and fostering life-long friendships with other families in the community. They provide cultural, educational, recreational and community service opportunities aimed at enriching the lives of children, making their mission complimentary to ours at the Library. Rock and Read will feature music, games, crafts, food and fun outdoor activities.



La Marque City Councilman Chris Lane has started a new book club at La Marque Library called **Let's Talk About It**. Join us the **second Thursday of each month at 6:00 p.m.** Upcoming books on the group's reading list include the following:

- ***Not a Crime to be Poor: The Criminalization of Poverty in America*** by Peter Edelman (discussion on April 12)
- ***Global Achievement Gap: Why Even Our Best Schools Don't Teach the New Survival Skills Our Children Need--and What We Can Do About It*** by Tony Wagner (discussion on May 10)

Write Here Right Now is a creative writing group that meets at La Marque Library on the **4th Thursday of each month at 6:00 p.m.** We practice different writing styles such as journaling and Haiku and experiment with guided visual prompts. Supplies are provided, and all ages are welcome.

The library held a voting party for this year's **Texas Bluebonnet Award books**. Participants read and selected their favorites from among this year's nominees. For added effect, a make-shift voter registration booth was set up in the library for children to cast their votes.

Hitchcock Public Library Receives Donation for New Children's Books



The Hitchcock Public Library received a wonderful gift of 100 new books for children. The books range from pre-kindergarten to early readers. The books were donated by the Brownstone Book Fund, a private foundation in New York City. The Brownstone Foundation is interested in fostering early reading, a love of books and encouraging parents and children to read together. The books will be on display in the patron area and ready to be checked out.

Galveston Grandmothers Club #277

The Galveston Grandmothers Club #277 has been so kind to the Hitchcock Public Library. In December, the Grandmothers Club donated several books to the library for the Christmas Toys in a Trunk program that was held during the Annual Christmas Open House. Recently they also donated a large Easter basket full of candy, two stuffed rabbits, a gift card and more to raffle off after the annual Easter Egg Hunt.



Trunk or Treat and Costume Contest at Hitchcock Public Library

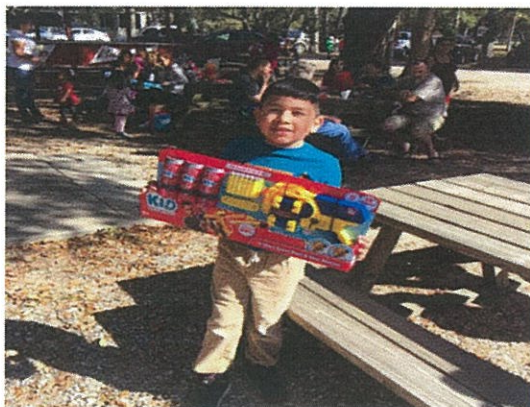


Since the library had damage from Hurricane Harvey we had to decide if we were going to have the annual costume contest. The Bulletproof Car and Truck club partnered with the library to have an outdoor program. Members of the club decorated the trunks of their cars and filled the trunks with treats. Children got to "trunk or treat" at each car. The library also decorated a truck bed and filled a box with books. Each child was able to pick out a book. We also held the costume contest outside with thirty children participating. There were all sorts of costumes - a lady bug, an Astro, Minnie Mouse, Dorothy and so many more. The weather was beautiful and everyone had a great time.



Hitchcock Library Annual Christmas Open House & Toys in Trunks

The Hitchcock Public Library partnered with the Bulletproof Car and Truck Club to put a new twist on the Annual Christmas Open House. Damage from Hurricane Harvey kept it from being held at the library. A huge thanks goes to the Hitchcock Chamber for allowing us to have the program at the Good Ole Day Grounds. Santa and Mrs. Clause stayed busy visiting with the children. Adults enjoyed shopping for Christmas presents with vendors who had all types of wares. There was candy, punch and cookies for everyone, along with face painting and balloon creations for the children. Music was provided by Miss Allie Yarn, a volunteer at the library. The Bulletproof Car and Truck Club members decorated the trunks of their cars for the "Toys in a Trunk" Giveaway. Every child picked a present from the trunk of a car. The library did a "Books in the Truck" giveaway and every child happily picked out a book to take home.



Hurricane Harvey Repairs Begin at Hitchcock Public Library



In January, the first of the repairs was started on the outside of the Hitchcock Public Library building. Walker Roofing began by power washing exterior wall surfaces. Then, existing sealant was removed from the window frames and a new silicone sealant was applied. Once that dried, two coats of tinted elastomeric coating was then applied to the entire building. Repairs to the interior began Thursday, February 15th. Sheetrock has been replaced, followed by taping and floating sheetrock, which has also been completed. Walls were then prepped and made ready for painting. The contractors have finished painting and the walls look great. Once all of the books are put back on the shelves, the library will be open for business!





Galveston County Library System

2310 Sealy Street

Galveston, TX 77550

(409) 763-8854 x121

Email: admin@rosenberg-library.org

Identifying Photographs

Every photograph tells a story. Photographs should always be identified at the time they are taken for posterity. When working with unidentified photographs, archivists look for clues, such as dress and building signs, that help to pin down image content, location, and date. Their task would be much easier with a caption in hand.

The accompanying photograph is one of many thousands of images preserved in the Rosenberg Library's Galveston and Texas History Center. Handwriting on the back reveals that the image appeared in the *Galveston Tribune*, Tuesday, June 6, 1949. The photograph was printed under the heading, "Loser Pays Penalty." The *Tribune's* caption reveals: "Pat Schmiedeberg, a former Kirwin High School football player, lost a bet in regards to a football game. Schmiedeberg predicted that Ball High School would triumph over Port Arthur by twenty points. For losing his bet, he had to roll a potato along Broadway between 30th and 31st Streets."



*Contributed by Casey Edward Greene
Rosenberg Library Scholar*

TEXAS HISTORICAL COMMISSION
real places telling real stories

March 15, 2018

The Honorable Jim Yarbrough
Mayor
City of Galveston
P. O. Box 779
Galveston, Texas 77550

Re: Nomination to the National Register of Historic Places, Galveston, Galveston County, Texas

Falstaff Brewery, 3302 Church (Avenue F) Street

Dear Mayor Yarbrough:

We are pleased to inform you that a National Register of Historic Places nomination for the above-referenced property was recently submitted for review by our office. This letter serves as formal notice of the nomination from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC), which is also the state agency responsible for administering the Texas Certified Local Government Program (CLG) program under state and federal legislation.

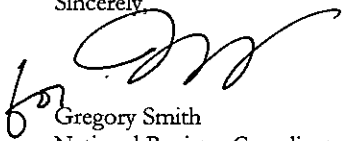
Our staff has reviewed the nominations and will forward them to the State Board of Review for their consideration and possible action at its meeting in Houston, on May 19, 2018. The National Register is the federal government's official list of historic properties worthy of preservation pursuant to the National Preservation Act of 1966, in the support of public and private efforts to identify evaluate and protect America's historic resources.

As a participant in the CLG program, the local historic preservation review commission, board, or committee, and the chief elected official for the City of Galveston are required to separately notify both the THC's National Register program and CLG program their opinions in regard to the nominations no later than May 18, 2018.

A copy of the draft nominations is posted on the THC website: <http://www.thc.state.tx.us/sbrmeeting>. We request the CLG representative to coordinate review by the landmark board in advance of the State Board of Review meeting. Compliance with the provisions of the CLG program is a state and federal obligation that could jeopardize the city's CLG status if compliance is not met.

Should you have any questions concerning this letter or if we can be of further assistance, please contact Gregory W. Smith, National Register Coordinator, at (512) 463-6013. For questions regarding the CLG program, please contact Madeline Clites at (512) 463-9063. Thank you for your cooperation and participation in this federal process.

Sincerely,


Gregory Smith
National Register Coordinator
History Programs Division

cc: Catherine Gorman, CLG Representative, City of Galveston





GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591

Telephone: (409) 935-1980 or toll free (866) 277-4725

Fax: (409) 935-4319

March 08, 2018



The Honorable Jim Yarbrough
Mayor, City of Galveston
P. O. Box 779
Galveston, TX 77553

Dear Mayor Yarbrough:

Galveston Central Appraisal District notified the voting taxing units of a vacancy on its Board of Directors created by the resignation of Mr. Victor Pierson. The letter included the procedures for filling a vacancy on the board of directors of an appraisal district as provided for by Section 6.03(l) of the Texas Property Tax Code.

At their regular meeting on March 07, 2018 the members of the Board of Directors elected by majority vote Mr. Thomas E. Farmer to fill this position. Mr. Farmer is a member of the Board of Visitors of Texas A&M Galveston, and Director of Four Winds Investments; a Holding Company that owns multiples businesses.

Sincerely,

A handwritten signature in black ink that reads "Tommy Watson". The signature is written in a cursive, flowing style.

Tommy Watson
Chief Appraiser

TW:jb

CC: Ms. Janelle Williams, City Secretary

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - MARCH 22, 2018

3/22/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 9:00 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member Frank Maceo, Council Member Mike Doherty, and Council Member Carolyn Sunseri.

3. DISCUSSION ITEMS

- 3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.

Items 8A, 8D, 11K, 11L, 11M, 11N, 11O, 11R, 11S, 11T, 11U, and 11EE were clarified by staff.

- 3.B. Discuss The Structure Of The Arts And Historical Preservation Advisory Board (Brown/Yarbrough - 30 Minutes)

CM Brown placed this item on the agenda so Council could take a look at the makeup of the board. Discussion was held regarding the following: (1) including language that an employee, officer, or board member of any organization receiving or requesting funds may not serve, (2) excluding chamber members and hotel/motel association members from serving in the at-large positions; and (3) changing the appointment date of members. Staff will provide a draft ordinance to Council based on today's discussion.

- 3.C. Discussion Of UTMB Parking Rates And Times (M. Gray - 30 Minutes)

Michael Gray has been in discussions with UTMB staff regarding parking rates and times around the campus. UTMB requested a revision to paid parking around UTMB that is consistent with downtown parking (paid parking Monday through Saturday, 9:00 a.m. - 6:00 p.m.). An agenda item will be placed on the April agenda for the Council's consideration.

- 3.D. Discussion And Status Update Of A Proposed Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDR). (A. Montalvan)

Adriel Montalvan provided an overview of the LDR project review. City staff has held three public hearings, attended neighborhood association meetings, and met with Chamber and Park Board representatives regarding changes to the LDR's. The Chamber of Commerce provided comments/concerns to City Staff on Friday, March 16th and staff is currently reviewing the comments. Staff will present additional changes to the Planning Commission on April 3rd, will present additional changes to the Planning Commission (if needed) on April 17th, and final review by City Council will occur on April 26th. Items not in concurrence by the City and the Chamber will be brought back at a later date.

- 3.E. Discussion Of Proposed Chapter 380 Agreements For The Falstaff Building (R. Beverlin)

Rick Beverlin provided information on the proposed 380 agreements. Under the 380 agreements, up to 50% of cost of the project can be reimbursed to the applicant through increased ad valorem tax. The Falstaff Brewery is of cultural importance to the City, and has not been improved or properly maintained in over 30 years until the current project activities. The agreements are non-transferrable. The complex consists of four platted properties and the proposed 380 agreements are for two of the parcels. Case #17PA-077 is for a storage and event center with a construction budget of \$3,000,000, and a maximum reimbursement of \$1,500,00. Case #17PA-079 is for a hotel with a construction budget of \$6,000,000, and a maximum reimbursement of \$3,000,000.

- 3.F. Discuss The Current And Proposed Policies Regarding Use Of Vacation And Sick Leave For Civilian Employees. (K. Etienne - 15 Minutes)

Kent Etienne provided information on proposed policies regarding use of vacation and sick leave for civilian employees. He advised that staff is recommending deferring the agenda item (10C) on today's agenda to discuss expanding this policy to police and fire.

- 3.G. Status Of Additional Cobra Street Lights For The Palm Circle Neighborhood -District 5 (Tarlton-Shannon/Yarbrough)

Brian Maxwell reported that additional light poles are needed in order to install additional street lights in the Palm Circle Neighborhood.

- 3.H. Receive And Discuss A Detailed Update On All Of Terrilyn Tarlton-Shannon-District 5 Neighborhood Improvement Projects (Tarlton-Shannon/Yarbrough - 20 Minutes)

Pete Milburn provided an update on District 5 Neighborhood Improvements. For the Teichman Point Neighborhood Project-Entrance Improvements, staff is still working through issues related to placing palm trees at the entrance of the neighborhood. For the Colony Park Neighborhood Project-Curb and Sidewalk Repair, this project has been completed. For the Robert Cohen Neighborhood Project-Sign Toppers, the design company has shipped the toppers and they will be installed soon. For the Gulf Village Neighborhood Project-Sign Toppers, the design has been sent to the manufacturer and staff is waiting on the proof. For the Robert Cohen Neighborhood Project-Decorative Streetlights, CenterPoint has staked the areas and is on today's agenda for approval. For the Channelview/Pruitt Neighborhood Project-Streetscape and Decorative Lighting, the sidewalks decorative streetlights have been installed.

- 3.I. Update On Police Pension Fund (B. Maxwell - 10 Minutes)

Dan Buckley reported that the city received a letter from the Pension Board asking for the City to provide its plan for the pension. The Manager responded to the letter. The actuary met with the Pension Board. His report will be ready in April. Once the numbers are ready, staff and the pension board will begin meeting to discuss options for the plan. Hopefully, staff will be able to come forward with some options during the budget process to get the financial plan of the pension restored.

- 3.J. Legislative Update (Legal - 30 Minutes)

Don Glywasky provided a list of federal items that Sally Bakko is currently monitoring. Sally is currently in Washington, D.C. with the Port at the Port Association Meeting. Items she is currently monitoring include the following: (1) Water Resources Development Act Reauthorization, (2) Pelican Island Bridge, (3) National Flood Insurance Program, (4) Federal Aviation Administration (FAA) Reauthorization, (5) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies (RESTORE) Act, (6) Community Development Block Grant Program HOME Investment Partnerships Program, (7) Transportation Investment Generating Economic Recovery Program (TIGER), (8) Relief for Recovering Communities Act, and (9) Second Chance Act Reauthorization.

4. ADJOURNMENT

The workshop was adjourned at 11:35 a.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - MARCH 22, 2018

3/22/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the meeting was called to order at 1:15 p.m.
2. ROLL CALL
Present: Mayor Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member Frank Maceo, Council Member Mike Doherty, and Council Member Carolyn Sunseri.
3. INVOCATION
Given by Rabbi Marshal Klaven of B'Nai Israel.
4. PLEDGE OF ALLEGIANCE
Pledges to the American Flag and Texas Flag were led by Mayor Yarbrough.
5. CONFLICTS OF INTEREST
None.
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
Recognition of individuals
 - a. Galveston Island Book Festival Day - Proclamation - presented by CM Bly.
 - b. Galveston Ed Fest Day - Proclamation - presented by CM Brown.
 - c. Sexual Assault Awareness Month - Proclamation - presented by CM Sunseri.
 - d. Senator Larry Taylor - Proclamation - presented by MPT Tarlton-Shannon.
 - e. National Crime Victim's Rights Week - Proclamation - presented by CM Maceo.
7. COMMUNICATIONS AND PETITIONS
 - CLAIM - 18-010 - Dumas, Shawn
 - CLAIM - 18-011 - Denke, Kathleen
 - CLAIM - 18-012 - Benavidez, Anita
 - CLAIM - 18-013 - Pennington, Frankie
 - CLAIM - 18-014 - AT &T, Southwestern Bell Telephone Co
 - CLAIM - 18-015 - Reed, Paula
 - CLAIM - 18-016 - Yirgu, Million
 - CLAIM - 18-017 - Ringer, Dannie
 - CLAIM - 18-018 - Longuard, Marissa
 - CLAIM - 18-019 - Fisher, Jane
 - CLAIM - 18-020 - Cole, Eric
 - CLAIM - 18-021 - Christie, Condara
 - CLAIM - 18-022 - Carpentier, Edmundo
8. PUBLIC HEARINGS
 - 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial (C) Base Zoning District On Property Commonly Known As 5327 Broadway And Which Is Legally Described As VY-HA RE-SUBDIVISION (2014) TRACT A, In The City And County Of Galveston, Texas, In Order To Operate An "Auto

Service/Fueling Or Charging Station"; Planning Case Number 17P-031; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (J. Norman)

The Ordinance was read by caption. Janice Norman provided staff comments. Ed Figaroa with Shelmark Engineering spoke on behalf of the applicant Mr. Ha. The public hearing was opened. With no speakers, the public hearing was closed.

Motion was made by MPT Tarlton-Shannon, second by CM Maceo, to approve the ordinance.

In favor: Tarlton-Shannon, Bly, and Maceo.

In opposition: Yarbrough, Brown, Doherty, and Sunseri.

Motion fails.

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving A 380 Agreement For Property Commonly Known As 402 33rd Street And Commonly Referred To As The "Falstaff" And Legally Described As Falstaff Place (2016) Abst 628, Lot 2, Acres 0.667, In The City And County Of Galveston, Texas; Designating The City Manager To Execute Those Documents Necessary To Implement The 380 Agreement; Planning Case Number 17PA-079; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 18-014 was read by caption. Catherine Gorman provided staff comments. The applicant Jerome Karam spoke in favor of the agreement. The public hearing was opened. With no speakers, the public hearing was closed.

Motion was made by CM Bly, second by CM Sunseri, to approve the ordinance. Unanimously approved.

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving A 380 Agreement For Property Commonly Known As 3316 Church/Avenue F And Commonly Referred To As The "Falstaff" And Legally Described As Falstaff Place (2016) Abst 628, Lot 4, Acres 0.508, In The City And County Of Galveston, Texas; Designating The City Manager To Execute Those Documents Necessary To Implement The 380 Agreement; Planning Case Number 17PA-077; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 18-015 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. With no speakers, the public hearing was closed.

Motion was made by CM Bly, second by CM Maceo, to approve the ordinance. Unanimously approved.

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 5: Section 5.109, "Signs In Central Business (CB), Urban Neighborhood (UN) And Traditional (TN) Districts"; To Modify The Allowable Signage In The Central Business (CB) Zoning District; Planning Case Number 18ZA-001; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Motion was made by Mayor Yarbrough, second by CM Brown, to defer the ordinance and refer to the Landmark Commission. Unanimously approved.

9. PUBLIC COMMENT

Non-Agenda Items - David Miller thanked the Mayor and Council Members for the improvements being made to the city's infrastructure. He commented on the Me Too Movement. He encouraged the Council to make changes in Galveston, to stop racism, give people a chance to serve on boards, and give people a second chance when coming out of jail.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Ordinance No. 18-004, Calling For The May 2018 General Election, By Designating All Early Voting And Election Day Polling Locations; Declaring Findings Of Fact; And Providing For An Effective Date. (Legal)
Ordinance No. 18-016 was read by caption. Motion was made by CM Sunseri, second by CM Brown, to approve the ordinance. Unanimously approved.
- 10.B. Consider For Approval An Ordinance Amending The Total Operating Budget Of The City Of Galveston Industrial Development Corporation For Fiscal Year Ending September 30, 2018, By Reducing Various Budget Accounts In The Amount Of Two Hundred Fifty One Thousand, One Hundred Ninety Five Dollars (\$251,195) To Adjust And Properly Record Expenses In Connection With A Potential Local Grant To The Port Of Galveston; Correcting Funding For Post-Storm Beach Surveys Relating To Hurricane Harvey; Adjusting Other Operating Costs Line Items In A Budget Neutral Manner. (B. Cook)
Ordinance No. 18-017 was read by caption. Motion was made by Mayor Yarbrough, second by CM Doherty, to approve the ordinance. Unanimously approved.
- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Section 2-22 "Personnel Rules And Regulations" Of Chapter 2 "Administration" Of "The Code Of The City Of Galveston 1982, As Amended," By Making Changes To Chapter 23 "Vacation" And Chapter 24 "Sick Leave"; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date Of April 14, 2018. (K. Etienne)
The Ordinance was read by caption. Motion was made by CM Sunseri, second by CM Bly, to defer the ordinance. Unanimously approved.
- 10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation", Article III, "Hotel Occupancy Tax", Section 33-92, "Distribution Of Tax Proceeds", Section 33-94, "Use Of Tax Funds", Section 33-97, "Financial Reporting Requirements", Of "The Code Of The City Of Galveston 1982, As Amended" And Repealing The "Criteria And Selection Procedures For Contributions Of Hotel Occupancy Tax To Arts And Historical Preservation" And Replacing That Ordinance With An A New Version To Amend The Procedures Affecting The Distribution Of Funds To Qualifying Organizations; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date (Legal).
Ordinance No. 18-018 was read by caption. Motion was made by CM Brown, second by CM Bly, to approve the ordinance. Unanimously approved.
- 10.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34, "Traffic" Of "The Code Of The City Of Galveston 1982, As Amended" By Adding A School Zone For Upward Hope Academy In Which It Is Unlawful For Any Person To Drive In Excess Of Twenty Miles Per Hour; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date (K. Hockersmith).
Ordinance No. 18-019 was read by caption. Motion was made by CM Bly, second by CM Sunseri, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS

Motion was made by CM Brown, second by CM Sunseri, to approve Consent Items 11B through 11HH, and 11JJ through 11MM. Unanimously approved.

- 11.A. Consider For A Resolution Of The City Council Of The City Of Galveston Texas Designating The Private Drive Located On The Property Of Congregation B'nai Israel, 3008 Avenue O, Galveston, Texas 77550 As RABBI JAMES "JIMMY" KESSLER DRIVE, In Honor Of The Congregation's Beloved RABBI EMERITUS And Esteemed Member Of The Galveston Community, Maintaining The Status Of That Drive As A Private Thoroughfare And Directing Staff To Prepare A Street Sign With The Name RABBI JAMES "JIMMY" KESSLER DRIVE For Placement On The Drive As A Lasting Tribute To RABBI KESSLER, Providing For Findings Of Fact And For An Effective Date. (Yarbrough)

This item was pulled from the Consent Agenda and considered after Agenda Item #6 -

Presentations.

Motion was made by CM Bly, second by CM Maceo, to approve Resolution No. 18-011. Unanimously approved.

- 11.B. Consider For Approval Awarding A Three Year Contract To Thompson-West For Supplying Legal Research Tools For The City Attorney's Office For The City Of Galveston. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney (Legal).
- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving An Interlocal Cooperation Agreement With The Harris County Department Of Education ("HCDE") For Records Management Services; Approving And Authorizing The City Manager To Execute The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (J. Williams)
- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving The Annual Aerial Spraying For Mosquito Control; Directing The City Secretary To Forward A Certified Copy Of This Resolution To The Galveston County Mosquito Control District; Providing For Findings Of Fact And Providing For An Effective Date (J. Williams).
- 11.E. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Amending The City's Drug And Alcohol Prevention And Testing Program To Incorporate An Addendum Of Changes Issued By The United States Department Of Transportation (USDOT) – Office Of Drug And Alcohol Policy And Compliance (ODAPC); Providing For Findings Of Fact; And Providing For An Effective Date. (K. Etienne)
- 11.F. Consider For Approval An Extension Of A Contract With Stantec Consulting Services For An Evaluation And Review Of Water And Wastewater Rates And Charges At A Cost Of \$33,962. (M. Loftin)
- 11.G. Consider For Approval Of Retaining Temporary Help From Robert Half International / Accountemps In The Support Services Division Of Finance/Purchasing. (T. Jacobs)
- 11.H. Consider For Approval Change Order #3 From HOU-SCAPE, INC. For The Little League Ball Park Complex Project At Crockett Park, In The Amount Of \$7,818.61, Increasing The Contract Amount From \$3,718,689.84 To \$3,726,508.45. (B. Sanderson)
- 11.I. Consider For Approval The Allocation Of Funds For The Installation Of Decorative Streetlights Within The Robert Cohen Neighborhood, Council District 5, As Part Of The Neighborhood Improvement Projects And Initiatives For District 5. Funding For The Project Will Come From The Council Projects And Initiatives Fund – District 5, In The Amount Not To Exceed \$17,220.00. (P. Milburn)
- 11.J. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Approve And Execute The Agreement For Funding 10% Of The Scholes International Airport 2018 Capital Improvement Pavement Projects (The "Project") Between The City, The Tax Increment Reinvestment Zone 14 (TIRZ 14) And The Galveston Island Redevelopment Authority (RDA) In The Amount Of \$400,000.00 (M. Shahan).
- 11.K. Consider For Approval The Release And Lease Termination Agreement Between The City Of Galveston And W. J. Jenkins III, M.D., Terminating The Current Lease Agreement Dated December 1, 2000, And Approving A New Forty (40) Year Aviation Ground Lease For 10,640 Sq. Ft. Of Land, Upon Approval As To Form By The City Attorney (M. Shahan).
- 11.L. Consider For Approval The Release And Lease Termination Agreement Between The City Of Galveston And Galveston Aviation General Partnership, Terminating The Current Lease Agreement Dated March 1, 2002, And Approving A New Thirty (30) Year Aviation Ground Lease For 9,000 Sq. Ft. Of Land, Upon Approval As To Form By The City Attorney (M. Shahan).

- 11.M. Consider For Approval The Release And Lease Termination Agreement Between The City Of Galveston And James Henderson Children's Insurance Trust, Inc., Terminating The Current Lease Agreement Dated December 1, 2002, And Approving A New Forty (40) Year Aviation Ground Lease For 26,328 Sq. Ft. Of Land, Upon Approval As To Form By The City Attorney (M. Shahan).
- 11.N. Consider For Approval The Release And Lease Termination Agreement Between The City Of Galveston And S & D Hangars, LLC., Terminating The Current Lease Agreement Dated April 1, 2002, And Approving A New Thirty (30) Year Aviation Ground Lease For 9,750 Sq. Ft. Of Land, Upon Approval As To Form By The City Attorney (M. Shahan).
- 11.O. Consider For Approval The Release And Lease Termination Agreement Between The City Of Galveston And Xinomahc Ventures, LLC., Terminating The Current Lease Agreement Dated December 1, 2006, And Approving A New Twenty (20) Year Aviation Ground Lease For 3,360 Sq. Ft. Of Land, Upon Approval As To Form By The City Attorney (M. Shahan).
- 11.P. Consider For Approval A Two-Year Renewal Of The Cooperation And Service Agreement Between PayByPhone Technologies, Inc. And The City Of Galveston Related To Paid Parking. (M. Gray)
- 11.Q. Consider For Approval A Two-Year Renewal Of The Cooperation And Service Agreement Between GTechna USA Corporation And The City Of Galveston Related To Law Enforcement Solutions - Parking. (M. Gray)
- 11.R. Consider For Approval An Agreement With The Park Board Of Trustees For A Back Passing Nourishment Practices Project To Support Beach Remediation Along The Gulf Of Mexico. (B. Cook)
- 11.S. Consider For Approval An Agreement With The Park Board Of Trustees For A Beach Re-Nourishment Project In The Babe's Beach Area In Support Of Beach Remediation Along The Gulf Of Mexico. (B. Cook)
- 11.T. Consider For Approval An Agreement With The Park Board Of Trustees For A Long Term Funding Of Coastal Restoration Strategy To Support Beach Remediation Along The Gulf Of Mexico. (B. Cook)
- 11.U. Consider For Approval An Agreement With The Park Board Of Trustees For A Project Involving The Engineering And Design Of Structural Solutions To Support Beach Remediation Along The Gulf Of Mexico. (B. Cook)
- 11.V. Consider For The Approval Of The Three Year Auto Body Repair Contracts To The Responding Bidders That Conformed To The Specifications In Bid #18-007; Marty's City Auto And Franks Paint & Body Shop, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Fleet Facilities Outside Repairs Account Which Is Supported By Insurance Settlements. (D. Smith)
- 11.W. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicles And Associated Equipment (Four Ford F150 Responders) From Silsbee Ford Through Buy Board, For A Total Price Of \$215,960 Which Will Be Funded From The Vehicle Capital Outlay Account. (D. Smith)
- 11.X. Consider For The Approval Of The Three Year Bulk Lubricants Contract To The Lowest Responding Bidder That Conformed To The Specifications In Bid #18-009; A.J. Hurt Company DBA Reladyne, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Fleet Facilities Fuel And Lubricants Account. (D. Smith)
- 11.Y. Consider For The Approval Of The Three Year Bulk Auto Filter Contracts To The Lowest Responding Bidder That Conformed To The Specifications In Bid #18-011; Republic Parts Company (NAPA) , And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Fleet Facilities Parts Account. (D. Smith)

- 11.Z. Consider For The Approval Of The Three Year Bulk Auto Battery Contract To The Lowest Responding Bidder That Conformed To The Specifications In Bid #18-010; IEH Auto Parts LLC, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Fleet Facilities Parts Account. (D. Smith)
- 11.AA. Consider For The Approval Of The Three Year Auto Parts Contracts To The Lowest Responding Bidders That Conformed To The Specifications In Bid #18-008; Car Parts And NAPA, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Fleet Facilities Parts Account. (D. Smith)
- 11.BB. Consider For The Approval Of The Purchase Of Four (4) Heavy Duty Pneumatic Jacks To The Lowest Responding Bidder That Conformed To The Specifications In Bid #18-015; Unique Truck Equipment, For A Total Price Of \$55,400, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is FEMA PW IT-105, With The Local Match Supported By The Island Transit Capital Account. (D. Smith)
- 11.CC. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle And Associated Equipment (One Ford/Versalift 40' Bucket Truck) From Silsbee Ford Through HGAC Buy, For A Total Price Of \$119,213 Which Will Be Funded From The Vehicle Capital Outlay Account, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.DD. Consider For Approval The Repair Of A Variable Frequency Drive (VFD) At The Main Wastewater Treatment Plant By Schneider Electric At A Cost Of \$23,294.00. (A. Grasso)
- 11.EE. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Establishing The Beach Access And Dune Protection Plan Review Ad Hoc Committee; Providing For The Committee's Duties, Term, Membership, Quorum, Voting, Meetings, And Rules Of Procedure; Providing For Findings Of Fact And Providing For An Effective Date. (D. Henry)
- 11.FF. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Authorizing And Directing The City Manager To Extend An Interlocal Agreement Providing For Demand Response Transit Services Between Harris County And The City Of Galveston; Providing For Findings Of Fact And Providing For An Effective Date. (R. Beverlin)
- 11.GG. Consider For Approval, Awarding A 3-Year Contract To Eastex Environmental Labs To Perform Water And Wastewater Testing For The City Of Galveston. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. DeWitt)
- 11.HH. City Council To Consider For Approval A Payment Of \$32,725.00 To T Construction, LLC For Emergency Repairs To City Of Galveston's Water System During The January 2018 Freeze. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. DeWitt)
- 11.II. Consider For Approval Of Change Order No. 7 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$292,249.73 To A New Total Amount Of \$17,432,545.33. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. DeWitt)

This item was pulled from the Consent Agenda and considered separately.

Motion was made by Mayor Yarbrough, second by CM Sunseri, to approve the Change Order. Unanimously approved.

- 11.JJ. City Council To Consider For Approval, An Increase From \$7,920.00 To \$23,760.00 On The Yearly Contract Amount Allocated For The Purchase Of Sulfur Dioxide For The Wastewater Treatment Division From DXI Industries, Inc. (Bid #17-010). Authorizing The City Manager To Execute All Necessary

Documents Upon Final Approval By The City Attorney. (C. DeWitt)

- 11.KK. City Council To Consider For Approval The Requested Price Increase For Chlorine From DXI Industries, Inc. The Price Increase Is \$.020 Per Pound. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. DeWitt)
- 11.LL. Consider For Approval Of Change Order No. 1 To The Contract With Tucon, LLC, For The Cedars At Carver Park Pedestrian And Transit Improvements Project Increasing The Contract By \$36,007.10 From The Amount Of \$584,634.76 To A New Total Amount Of \$620,641.86, And Extending The Contract Term By 54 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. (C. DeWitt)
- 11.MM. 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. (C. DeWitt)
- 11.NN. Consider For Approval Minutes Of The January 25, 2018 Workshop And Regular Meeting, The February 8, 2018 Special Meeting, The February 22, 2018 Workshop And Regular Meeting, And The March 8, 2018 Special Meeting. (J. Williams)

12. ACTION ITEMS

N/A.

13. ADJOURNMENT

The meeting was adjourned at 2:30 p.m.

Janelle Williams, City Secretary

Date Approved: