

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - APRIL 25, 2019 - 1:15 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Rabbi Matt Cohen - Congregation B'nai Israel
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. Lemonade Day Proclamation
 - b. Harris and Eliza Kempner Fund Proclamation
 - c. CollegeTown Galveston Proclamation
 - d. Fair Housing Month Proclamation
 - e. George Mitchell Proclamation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
 - 7.A. Claims
19-019 - Sullivan Newport; 19-020 - Monica Crossno; 19-021 - Dawn Jones; 19-022 - Rosa Hernandez; 19-023 - Comcast Project Resources Group; 19-024 - Texas Gas Service; 19-025 - Eric Diaz; 19-026 - Ryan Jones; 19-027 - Rosa and Dylan Medrano.
8. PUBLIC HEARINGS
 - 8.A. An Ordinance Granting A Sightseeing And Tour Franchise
Consider For Approval An Ordinance Of The City Council Of The City Of Galveston,

Texas, Granting To Galveston Experience Company, LLC , The Right, Privilege, And Franchise To Use All Streets, Avenues, And Other Public Highways In The City Of Galveston For And During The Period Of Ten (10) Years For The Purpose Of Operating And Maintaining A Sightseeing And Tour Franchise For Transporting Passengers For Compensation In Said City; Providing Compensation To The City; Requiring Indemnity And Insurance; Requiring Payment Of Ad Valorem Taxes; Providing For Forfeiture Of This Franchise; Requiring Written Acceptance By Grantee; Finding The Public Convenience And Necessity Requires Such Transportation Service; Providing A Savings Clause; Providing A Severability Clause; Declaring Findings Of Fact; Providing An Effective Date. (A. Montalvan)

Documents:

[19PA-014 - ORDINANCE.DOC](#)
[19PA-014 - CC STF PKT_REDACTED.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Abandoning Property Adjacent To 3304 Market/Avenue D And Adjacent Property Legally Described As The South 130-Foot Of Blocks 573 And 574 Along With The Adjacent 34th Street And The East 20-Foot Of Adjacent 35th Street (573-0-1), In The City And County Of Galveston, Texas; Planning Case Number 19P-018: Making Various Findings And Provisions Related To The Subject. (J. Norman)

Documents:

[19P-018 STF CC PKT.PDF](#)
[ORDINANCE 19P-018.DOC](#)

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Amending Chapter 7, "Animals And Fowl" Of The "The Code Of The City Of Galveston, 1982, As Amended" By Adding Article Viii. "Dogs In Outdoor Dining Or Eating Areas", To Allow Dogs In Outdoor Dining Or Eating Areas At Food Establishments; To Provide A Penalty Provision; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Legal)

Documents:

[CHAPTER 7- ANIMALS AND FOWL -DOGS ON OUTDOOR DINING AREAS.DOCX](#)

- 10.B. 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 Amending Article VIII, "City Of Galveston Flood Damage Prevention Ordinance"; Adopting The City Of Galveston 2019 Flood Insurance Rate Maps (FIRM); Adopting The 2019 Flood Insurance Study (FIS); And Providing For An Effective Date Of _____, 2019; And Making Various Findings And Provisions Related To The Subject. (T. Tietjens)

Documents:

[2019 - FLOOD DAMAGE ORDINANCE ART VIII.PDF](#)

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving And Adopting The Amended Operating Budget Of The Galveston Industrial Development Corporation; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (G. McLeod)

Documents:

[IDC BUDGET AMENDMENT 2019.DOCX](#)
[STAFF REPORT - IDC BUDGET AMENDMENT.DOCX](#)
[2018-2019 BUDGET AMENDMENT RESOLUTION.DOCX](#)
[OPERATING BUDGET AS OF MARCH 2019.XLSX](#)

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, Proclaiming May 21 Of This Year And Every Year Henceforth As George Mitchell Day; Making Various Findings And Provisions Related To This Subject; And Providing For An Effective Date. (Brown/Yarbrough)

Documents:

[GEORGE MITCHELL DAY RESOLUTION\(2\).DOCX](#)

- 11.B. Consider For Approval A Resolution Of The City Of Galveston Suspending The May 10, 2019 Effective Date Of CenterPoint Energy Houston Electric, LLC's Requested Rate Change To Permit The City Time To Study The Request And To Establish Reasonable Rates; Approving Continued Cooperation With The Gulf Coast Coalition Of Cities; Hiring Lloyd Gosselink Attorneys And Consulting Services To Negotiate With The Company And Direct Any Necessary Litigation And Appeals; Requiring Reimbursement Of Cities' Rate Case Expenses; 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:

[CNP RESOLUTION FOR PROPOSED MAY 2019 INCREASE.DOCX](#)
[RESOLUTION ON CENTERPOINT FILING ELECTRIC RATE 2019.PDF](#)

- 11.C. 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)

Documents:

[HARRIS COUNTY RIDES EXTENSION 2019.DOCX](#)
[HARRIS COUNTY RIDES FY 19-20 CONTRACT RENEWAL.PDF](#)
[EXECUTED AGREEMENT CITY OF GALVESTON -COURT 5.9.17.PDF](#)
[BACKGROUND - CITY-HARRIS COUNTY RIDES 2019-20 CONTRACT.DOCX](#)

- 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)

Documents:

[RES. NO. 19- ANNUAL AERIAL MOSQUITO CONTROL.DOCX](#)

- 11.E. Consider For Approval A Debt Management Policy For The City Of Galveston And Its Component Units. (M. Loftin)

Documents:

[DEBT MANAGEMENT POLICY STAFF REPORT.PDF](#)
[CITY OF GALVESTON DEBT MANAGEMENT POLICY APRIL 2019.PDF](#)
[GFOA BEST PRACTICE DEBT MANAGEMENT POLICY GUIDELINES.PDF](#)

- 11.F. Consider For Approval A Personal Services Contract With Gabriel Prusmack To Paint Six Murals On The Galveston Causeway Monuments In The Amount Of \$5,494 Per Mural, For A Total Contract Amount Of \$32,960. (B. Cook)

Documents:

[CONTRACT FOR SERVICES - PAINTING MURALS ON CAUSEWAY MONUMENTS.PDF](#)
[CITYOFGALVESTON3MONUMENTSQOUTE.PNG](#)
[UNTITLED_ARTWORK 5.JPG](#)
[GALVESTONENTRANCERENDERING\(2\) COPY COPY.JPG](#)
[GALVESTONENTRANCE4.JPG](#)

- 11.G. Consider For Approval Additional Funding For Temporary Staffing From Robert Half International/Accountemps In The Support Services Division Of The Information Technology Department (H Dean).

Documents:

[STAFF REPORT ACCOUNTEMPS FOR SUPPORT SERVICES.PDF](#)

- 11.H. Consider For Approval The Award Of RFP # 19-17 For Commercial Flood / Commercial Windstorm / Fiduciary Liability D & O / Pollution Liability UST Insurance To Galveston Insurance Associates (GIA) For A Three (3) Year Period With Two Optional One (1) Year Extensions. Term To Be Effective June 1, 2019 Thru June 1, 2022. (R. Simmons)

Documents:

[STAFF REPORT GIA 2019 INSURANCE.DOC](#)
[SIGNED GIA CONTRACT.PDF](#)
[TEXAS ETHICS COMMISSION FORM 1295 CERTIFICATE 100492068 CITY OF GALVESTON - GIA 4-12-19.PDF](#)
[GIA COI FOR CITY OF GALVESTON.PDF](#)

- 11.I. Consider For Approval An Economic Development Agreement In The Amount Of \$900,000 Between The Industrial Development Corporation, And The City Of Galveston To Repair, Rehabilitate, And Enhance Parks, Playgrounds, And Recreational Facilities ("Parks Package #3"). (G McLeod)

Documents:

[STAFF REPORT PARKS PACKAGE 3.DOCX](#)
[PARK PROJECT 3 RESOLUTION.DOCX](#)

[PARKS PERFORMANCE AGREEMENT.DOCX](#)

- 11.J. Consider For Approval An Economic Development Agreement In The Amount Of \$639,000 Between The Industrial Development Corporation, And The City Of Galveston In Order To Maintain IDC Funded Projects, Park Improvements, And Install Sidewalks And Curbs Within The City Of Galveston To Assist In The Implementation Of The Community Revitalization Project Approved By The IDC Board Of Directors (G McLeod)

Documents:

[STAFF REPORT INCREASE OF IDC WORK CREW EXPENDITURES.DOCX](#)
[WORK CREW PROJECT RESOLUTION.DOCX](#)
[WORK CREW PERFORMANCE AGREEMENT.DOCX](#)

- 11.K. Consider For Approval Of An Economic Development Agreement Between The Industrial Development Corporation And The City Of Galveston In The Amount Of \$55,000 To Fund The 10% Match For A TxDOT Aviation Grant To Cover The Engineering/Design And Construction Phase Of Rehabilitating The Asphalt Section Of Runway 14/32 And Joint Seal Repairs To The North Apron - (M. Shahan).

Documents:

[STAFF REPORT - IDC FUNDING AGREEMENT FOR THE FY 2019 AND FY 2020 TXDOT PROJECTS.PDF](#)

- 11.L. Consider For Approval, Authorizing The City Manager To Execute The 2019 Air Traffic Control Tower Operating Agreement (TOA) Between The Federal Aviation Administration (FAA) And Scholes International Airport, Upon Final Approval Of The City Attorney - (M. Shahan).

Documents:

[STAFF REPORT - 2019 FAA TOWER OPERATING AGREEMENT \(TOA\).PDF](#)

- 11.M. Consider For Approval, Authorizing The City Manager To Execute An Eleventh Amendment Of The Lease Between Galveston Island Waterpark, L.P. And The City Of Galveston Adding 43,216 Sq. Ft. Of Land Located At 7902 Mustang Avenue - (M. Shahan).

Documents:

[STAFF REPORT - GALVESTON ISLAND WATERPARK 11TH AMENDMENT.PDF](#)

- 11.N. Consider For Acceptance A Donation Of Ten (10) Water Fountains Valued At \$18,480 And A Swing Set Valued At \$9,121.06 From The Better Parks For Galveston Organization. (M. Rabago)

Documents:

[STAFF REPORT - BETTER PARKS FOR GALVESTON DONATION 4-25-19 S.PDF](#)

- 11.O. Consider For Approval The Purchase Of Bedding Furniture From RT LONDON For A Total Purchase Price Of \$22,212.00. (M. Wisko)

Documents:

[RT LONDON.QUOTE.PDF](#)
[RT LONDON.STAFF REPORT.PDF](#)

- 11.P. Consider For Approval A Professional Services Contract With The LaBiche Architectural Group Inc. For Architectural, Engineering And Project Management Services For The City Garage Roof Replacement Project At A Cost Of \$31,190.00. (C. Kenworthy)

Documents:

[STAFF REPORT FOR CITY GARAGE ROOF ENGINEERING AND PROJECT DESIGN.DOCX](#)
[3120 CHURCH STREET RE-ROOFING CONTRACT PROPOSAL.PDF](#)

- 11.Q. Consider For Approval Authorizing The City Manager To Fund Service Agreements With Mitchell Time And Parking For Downtown Parkeon Pay Stations Through May Of 2020 Out Of The Parking Management Budget. (M. Gray)

Documents:

[QUOTE NO. Q153202.PDF](#)
[TAPCO_CONTRACT_AMENDMENTS_051718.PDF](#)
[CONTRACT_NO._2013-100.PDF](#)
[INVOICE 67877.PDF](#)
[MITCHELL TIME PARKING SERVICE AGREEMENT STAFF REPORT.PDF](#)

- 11.R. Consider For The Approval Of The Three-Year Equipment Rental Contracts To Mustang Rental And United Rentals Which Were The Only Bidders That Met The Specifications For The Municipal Fleet Facility, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Will Be From The Requesting Departments' Rental Accounts. (D. Smith)

Documents:

[EQUIPMENT RENTAL BID 2019 PACKET.PDF](#)

- 11.S. Consider For The Approval Of The Purchase Of Twenty (20) Camera Recording Systems For The Sanitation Fleet To Be Purchased From Safety Vision Through HGAC Buy For A Total Price Of \$46,440 Which Will Be Funded By The Sanitation Equipment Account, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[REFUSE SAFETY VISION CAMERA PACKET.PDF](#)

- 11.T. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (PD/FD PPV 2020 Tahoe's) And Associated Equipment From Caldwell Country Through Buy Board For A Total Price Of \$393,181 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[CALDWELL COUNTRY TAHOE PURCHASE GPD GFD PACKET.PDF](#)

- 11.U. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Forklift) And Associated Equipment From Darr Equipment Company Through Buy Board For A Total Price Of \$33,843.35 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[DARR FORKLIFT PURCHASE PACKET.PDF](#)

- 11.V. Consider For Approval Awarding The Contract On The Annual Sanitary Sewer And Force Main Rehabilitation Project (RFP 19-14) To T Con Construction, LLC For An Amount Not To Exceed \$1,400,000.00. (A. Grasso)

Documents:

[T CON CONSTRUCTION SANITARY SEWER AND FORCE MAIN REHAB CITY COUNCIL STAFF REPORT FOR 2019.PDF](#)

- 11.W. Consider For Approval The Professional Engineering Services Proposal From Arceneaux Wilson & Cole (AWC), LLC, For Engineering Design Of The 10 Mile Road Elevated Storage Tank, At A Cost Not To Exceed \$1,132,150. (D. Christodoss)

Documents:

[10 MILE RD EST DESIGN STAFF RPT CONTRACT PROPOSAL.PDF](#)

- 11.X. Consider For Approval Design Amendment #1 From AWC, For \$182,280.00 To Survey, Model And Design An Additional Mile Of The Water Distribution System Along Teichman Road. (D. Christodoss)

Documents:

[TEICHMANWATERLINEDESIGNAMENDMENT1.PDF](#)

- 11.Y. Consider For Approval The Proposal For \$42,000 From Arceneaux, Wilson And Cole, LLC (AWC) For Traffic Signal Design At 45th Street And Avenues O, P, Q And S Intersections. (D. Christodoss)

Documents:

[45TH STREET TRAFFIC SIGNAL ADDITIONAL DESIGN SERVICESE.PDF](#)

- 11.Z. Consider For Approval A Proposal From LJA Engineering, Inc. For Additional Engineering Design Services Associated With The Damaged Outfall And Discharge Pipe Redesign For A Total Design Fee Not To Exceed \$36,250. (D. Christodoss)

Documents:

[SEAWOLF WWTP ADDITIONAL SERVICES FOR USACE PERMIT.PDF](#)

- 11.AA. Consider For Approval Minutes Of The February 20, 2019 Workshop, The February 28, 2019 Workshop And Regular Meeting, And The March 28, 2019 Workshop And Regular Meeting. (J. Williams)

Documents:

[MINUTES - APRIL 25 AGENDA.PDF](#)

11.BB. Receive And File The Following Documents:

1. The Cynthia and George Mitchell Foundation 2018 Annual Report

Documents:

[THE CYNTHIA AND GEORGE MITCHELL 2018 ANNUAL REPORT.PDF](#)

12. ACTION ITEMS

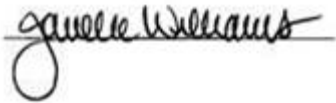
12.A. Audits On The Galveston Park Board Of Trustees And The Port Of Galveston

1. Discuss and Consider for Action the City Auditor's estimated time to complete the Policies and Procedures of commissions, bonuses, pay increases and payroll audit for the Galveston Park Board of Trustees (G. Bulgherini).
2. Discuss and Consider for Action the City Auditor's estimated time to complete the Performance Audit of the Transit Terminal Garage Agreement between the Port of Galveston and City of Galveston (G. Bulgherini).

12.B. Discuss And Consider A Motion To Extend The Date For The Submission Of Grant Applications For Arts And Historic Preservation Funds To June 1, 2019.
(Brown/Yarbrough)

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 19, 2019 at 12:00 P.M.



Janelle Williams, City Secretary

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

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, GRANTING TO GALVESTON EXPERIENCE COMPANY, LLC , THE RIGHT, PRIVILEGE, AND FRANCHISE TO USE ALL STREETS, AVENUES, AND OTHER PUBLIC HIGHWAYS IN THE CITY OF GALVESTON FOR AND DURING THE PERIOD OF TEN (10) YEARS FOR THE PURPOSE OF OPERATING AND MAINTAINING A SIGHTSEEING AND TOUR FRANCHISE FOR TRANSPORTING PASSENGERS FOR COMPENSATION IN SAID CITY; PROVIDING COMPENSATION TO THE CITY; REQUIRING INDEMNITY AND INSURANCE; REQUIRING PAYMENT OF AD VALOREM TAXES; PROVIDING FOR FORFEITURE OF THIS FRANCHISE; REQUIRING WRITTEN ACCEPTANCE BY GRANTEE; FINDING THE PUBLIC CONVENIENCE AND NECESSITY REQUIRES SUCH TRANSPORTATION SERVICE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; DECLARING FINDINGS OF FACT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Galveston Experience Company, LLC, has made application to the City Council to operate a non-exclusive sightseeing and tour franchise service within the City; and,

WHEREAS, after publication, notice, and a public hearing as required by law, the City Council has determined that the public convenience and necessity require the granting of a non-exclusive franchise for the private sightseeing and tour service which is requested by Grantee;

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 of 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. DEFINITIONS.

- (a) City – The City of Galveston, Texas, or its duly qualified and acting official, employee or agent.
- (b) Grantee – Galveston Experience Company, LLC.
- (c) Bus – a motor vehicle that is defined in Section 35-203 of The Code of the City of Galveston 1982, as amended.

SECTION 3. GRANT OF FRANCHISE. That, for the purposes of providing for a city-wide sightseeing and tour service to all persons living in or visiting Galveston, Texas, subject to, and in conformity with Chapter 35 “Vehicles for Hire” of “The Code of the City of Galveston 1982, as amended”, there is hereby granted to Galveston Experience Company, LLC, Grantee, the non-exclusive right, privilege, and franchise to use all streets, avenues, and other public highways in the City of Galveston for and during the period of ten (10) years beginning after final passage of this Ordinance and written acceptance by the Grantee of all the terms and conditions in this Ordinance, subject to the exception herein for the purpose of operating and maintaining sightseeing and tour vehicles for transporting passengers for compensation in the City, the enjoyment and exercise of the right hereby granted to be at all times in conformity with and subject to all provisions, terms, and conditions hereafter recited.

SECTION 4. RETENTION OF RIGHTS BY CITY. The City of Galveston, Texas, in granting this franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the City. The granting of this franchise shall in no way interfere with the improvements or maintenance, of any streets, alleys, and public ways. The rights of the Grantee herein to use said streets shall at all times be subservient to the right of the governing body of the City of Galveston to fully exercise its rights or control over said streets, alleys and public ways. The Grantee shall observe such changes in sightseeing and tour routes as the City Manager may from time to time require.

SECTION 5. RATES OF FARE. That subject at all times to such changes or modifications as the City Council may approve, the City Council approves the rates of fare and compensation for the rendition of the sightseeing and tour service herein described, attached hereto as **Exhibit “A”**, and made a part of this franchise for all purposes. Any changes in this schedule shall be subject to the approval of the City Council.

SECTION 6. TERRITORY TO BE SERVED. That the rights granted hereby shall be exercisable in and applicable to all sections of the City within the present or future corporate limits thereof. Except as otherwise restricted by this franchise, the sightseeing and tour routes shall be first approved by the City Manager.

SECTION 7. CITY INSPECTION OF TOUR AND CHARTER VEHICLES. That all sightseeing and tour motor vehicles used in the transportation of passengers shall be maintained in good repair so that they will be suitable and safe at all times for operation in public service. The Grantee shall permit the City to make such inspections of sightseeing and tour vehicles as the City shall deem necessary in the public interest, and shall comply in every respect with the provisions of this Ordinance, all relevant sections of Chapter 35, “Vehicles for Hire”, of “The City Code of the City of Galveston 1982, as amended” as well as any applicable federal and state statutory law and other city ordinances and regulations relating to the inspection of motor vehicles by the City.

SECTION 8. STANDARD OF EQUIPMENT AND SERVICE. The Grantee shall comply with all relevant operational, maintenance, and service standards found in Chapter 35, "Vehicles for Hire" of "The City Code of the City of Galveston 1982, as amended" and shall maintain a high standard of operating efficiency all property comprising the sightseeing and tour service provided for herein, and shall also maintain a standard and quality of service entirely adequate to meet all reasonable demands, when measured by the values and convenience thereof of the public. In the event the Grantee shall fail to maintain such a high standard of operating efficiency and quality of service as hereinabove provided for, the City reserves the right, at its option, to cancel the franchise granted herein, upon giving the Grantee thirty (30) days written notice to correct such defects. Such notice shall contain specific complaints about the standard of operation and quality of the sightseeing and tour service.

SECTION 9. INSPECTION OF SIGHTSEEING AND TOUR SERVICE. The City shall have the right to designate from time to time a municipal department, or one or more duly authorized representatives of the City, to exercise appropriate control, supervision, inspection, and regulation by the City of the sightseeing and tour vehicles and the services provided for herein.

SECTION 10. OBSERVANCE OF TRAFFIC RULES AND REGULATIONS. The Grantee shall observe, obey, and comply fully with all present and future traffic laws and ordinances affecting the operation of motor vehicles, paying special attention to relevant ordinances concerning "Vehicles for Hire" found in Chapter 35 of "The Code of the City of Galveston 1982, as amended" and Grantee shall also observe and carry into effect all rules, orders or regulations which may be promulgated by the City for the purpose of safeguarding public health, comfort, safety, or property.

SECTION 11. ACCEPTANCE BY GRANTEE. Within ten (10) days of the passage and adoption hereof, the Grantee shall file with the City Secretary in writing its acceptance of all the terms and conditions of this Ordinance in substantially the form attached as **Exhibit "B"** and both the City and Grantee shall thereafter be bound thereby.

SECTION 12. LIMITATION ON ASSIGNMENT OF FRANCHISE. This grant or franchise shall not be leased, assigned, or otherwise alienated except with the consent of the City Council as expressed by Ordinance.

SECTION 13. HOLD HARMLESS. Grantee shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, against and from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities by or on behalf of any person, firm, corporation, or on account of any suit, judgment, execution, claim, or demand whatsoever against the City resulting from the act of said Grantee, the conduct of or management of the franchise or from any negligence arising from any occurrence in connection with same on the part of the Grantee, its servants, agents, licensees, officers, employees, and growing out of its relationship with independent contractors and subcontractors or from any breach or default of any covenant or agreement on the part of

the Grantee on account of the Grantee's failure to perform in accordance with its obligations under this franchise.

Such indemnification, defense and hold harmless; includes but is not limited, to all claims for property damage, personal injuries and death or arising out of any claim or invasion of right of privacy, for defamation of any person, firm, corporation, or the violation or infringement of any copyright, trademark, trade name, service machine or patent, federal or antitrust or civil rights violation, or any other right of any person, firm, or corporation and for this purpose brought by or occurring to the City or any third parties or other persons whatsoever; including all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought therein.

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

If the Grantee should fail to so successfully defend, the City may defend, pay or settle the claim, or other cause of action with full rights of recourse against the Grantee for any and all fees, costs, expenses, and payments, including but not limited to attorneys fees and settlement payments, made or agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation.

SECTION 14. INSURANCE. Before the franchise mentioned herein shall be effective, the Grantee shall furnish to the City of Galveston a certificate of insurance in not less than the amounts set forth in clause (b) of this section, naming the City of Galveston as an additional insured and holding the City of Galveston harmless.

Every vehicle operated under a sightseeing and tour franchise issued under the provisions of this Ordinance shall at all times be covered by insurance policies against public liability and property damage which shall provide that the policy limits for bodily injury and death shall not be less than \$250,000.00 for bodily injury to one person or the death of any one person, and \$750,000.00 for bodily injury to or death of all persons injured or killed in any one accident, and \$100,000.00 for property damage or by an amount or amounts of insurance coverage required by the risk manager of the City of Galveston in lieu of the above quoted amounts. Since the usual term of sightseeing and tour franchises covers 10 years, the City of Galveston, through its risk manager is empowered to require Grantee to increase amounts of insurance coverage or to obtain additional types of insurance coverage when and as the risk manager deems appropriate.

The Grantee shall furnish proof of such coverage by filing with the risk manager a valid certificate of insurance issued by an insurance company authorized to do business in Texas, and covering each vehicle so used. The policy shall contain a clause requiring the insurer to give the City thirty (30) days notice prior to canceling insurance coverage that is required by the City. If the insurance company gives such notice of cancellation, the Grantee shall obtain new insurance before the expiration of the thirty (30) day period; if the Grantee fails to do so, his franchise shall be immediately revoked. The Grantee shall name the City of Galveston as an additional insured and include a waiver of subrogation and indemnification. The City hereby expressly assumes no responsibility for

death, injury or damage done or caused to persons or property by reason of the operation of a sightseeing and tour service franchise granted by the City of Galveston.

Liability insurance policies that the Grantee is required by the City to have shall not contain a passenger liability exclusion. Each liability insurance policy shall contain a provision obligating the insurer to give the City written notice of cancellation not less than ten (10) days prior to the date of any cancellation.

SECTION 15. CONSIDERATION FOR GRANT. As required by the City Code Sec. 35-222, during each calendar year period of a sightseeing and tour franchise, the Grantee franchise holder shall pay to the City of Galveston the greater of: (a) \$500.00 per vehicle fee for each sightseeing and tour vehicle the franchise operates in the City of Galveston, or (b) three percent (3%) of the gross revenues the franchise realizes for the operation of the sightseeing and tour franchise. Gross receipts shall be measured by the total fares, fees, and other income derived from the operations of the business, including, but not limited to receipts from the sale of food and souvenirs. The compensation provided for in this section shall not release the Grantee from the payment of ad valorem taxes levied, or to be levied on the property it owns.

The Five Hundred Dollar (\$500.00) minimum annual fee per sightseeing and tour vehicle shall be paid in full for the initial calendar year of the franchise when the franchise agreement is signed and by January 10th of each succeeding calendar year during the term of the franchise. It shall be the duty of Grantee to file with the Finance Director of the City of Galveston, Texas a sworn statement showing all receipts for the preceding calendar year by January 31st of the year after the end of each calendar year of the franchise. The annual financial statement submitted for the prior calendar year to the Finance Director shall contain adequate documentation and be subject to audit by the City. If there is further consideration due the City from the Grantee, that amount due shall be paid by the Grantee franchise holder to the City by March 1st after the end of the preceding calendar year.

The Grantee shall be required to install and adequately keep a system of bookkeeping, which shall be subject to inspections of the Governing Body of the City of Galveston and such person or persons, as the City of Galveston may designate, or either of them, so as to enable the City to check the accuracy of the accounts kept and in order to enable it to compute the amount of gross receipts compensation that may be due to the City.

SECTION 16. PERMITS. The City Manager of the City of Galveston or his designee is authorized and directed to issue written permits authorizing the Grantee to operate additional sightseeing and tour vehicles.

SECTION 17. AMENDMENTS. The City of Galveston expressly reserves the right, after due notice to Grantee, to modify, amend, alter, change, and/or eliminate any of the provisions of this franchise and to impose such additional conditions upon the Grantee as may be just and reasonable as determined by City Council. These conditions shall be those deemed necessary for the purpose of insuring adequate service to the public. Provided, however, that all such amendments shall be made in accordance with The Charter and The Code of Ordinances of the City of Galveston.

SECTION 18. TAXES. The Grantee shall promptly pay all lawful ad valorem taxes, and such other levies and assessments, if any that may be lawfully imposed on it. Failure to pay any of such charges or either of them shall be deemed a breach of the privilege granted herein.

SECTION 19. FORFEITURE. That any unwarranted and intentional neglect, failure, or refusal of said Grantee to comply with any of the provisions of this franchise ordinance within ten (10) days after notice thereof by the City, said notice to be in writing and mailed to the grantee herein at his principal place of business by certified mail, return receipt requested, shall be deemed a breach of the privilege granted herein, and the City Council, upon hearing and notice thereof to the Grantee may declare said franchise forfeited and may exclude the Grantee from further use of the streets of the City of Galveston under said franchise, and said Grantee shall thereupon immediately surrender all rights in and under the same and said franchise shall become null and void and of no effect.

SECTION 20. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

SECTION 21. 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 of 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, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

SECTION 22. As required by City Code Sec. 35-214, this agreement has been approved by the Director of Planning Services and the City Manager prior to its submission to Council,

SECTION 23. - EFFECTIVE DATE. This Ordinance shall become effective following its final adoption by the City Council. The term of the Franchise shall begin on the date the Grantee signs and files in writing with the City Secretary its acceptance of all the terms and conditions of this Ordinance in substantially the same form attached as **Exhibit "B"**.

APPROVED AS REQUIRED UNDER CITY CODE ART. 35-214.

TIM TIETJENS
DIRECTOR, DEVELOPMENT SERVICES

BRIAN MAXWELL
CITY MANAGER

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 25th day of April 2019, as the same appears in records of this office.

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

Secretary of the City Council of the
City of Galveston

Exhibit “A”

Ordinance 19-_____

Galveston Experience Company
Tour Fee Schedule

Live Guide Tour Pricing:

Adults: \$35.00

Children: \$25.00

Recorded A/V Tour Pricing:

Adults: \$25.00

Children: \$15.00

Extended/Specialty Tour Pricing:

Adults: \$49.00

Children: \$39.00

Exhibit “B”

Ordinance 19-_____

The above and foregoing Sightseeing and Tour Franchise to Galveston Experience Company, LLC, and the terms and conditions thereof are accepted on this the _____ day of _____, 2019, by James O’Neill owner of Galveston Experience Company, LLC, who stipulates that he is an officer of Galveston Experience Company, LLC with the legal capacity and authority to contract for said Galveston Experience Company, LLC.

Galveston Experience Company, LLC

By: _____
James O’Neill



19PA-014

STAFF REPORT

ADDRESS:

1522 Seawall Boulevard

LEGAL DESCRIPTION:

Property is legally described as Lot 3, Northeast Block 71, Galveston Outlots, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Jim O'Neill

PROPERTY OWNER:

Dre Properties c/o Gary Roger Druss

ZONING DISTRICT:

Commercial, Height and Density Development Zone, Zone 3 (C-HDDZ-3)

REQUEST:

Request for a franchise agreement to operate a sightseeing and tour franchise.

EXHIBITS:

A – Applicant's Submittal

STAFF:

Adriel Montalvan, Senior Project Manager
409-797-3645
amontalvan@galvestontx.gov

City Department Notification Responses:

No Objections



Executive Summary

The applicant is seeking approval to operate a sightseeing and tour franchise. The applicant proposes to provide the sightseeing and tour services in a Ford F-450 passenger van, which accommodates 20 passengers.

Proposed routes for tour operations consist of major Galveston streets including Broadway, 61 Street, Seawall Boulevard, 25th Street, and Harborside Drive.

Tour Schedule will vary based on demand throughout the year with one to six tour services per day. Tour fares are planned to be competitive with existing entertainment options, which range from \$15 to \$49 based on the type and duration of tour activity.

Limitation of Sightseeing and Tour Franchise

A sightseeing and tour franchise agreement when issued must state on its face the type of service for which it is issued. It may also contain other conditions and limitations determined necessary including, but not limited to:

1. Number of vehicles authorized;
2. Description of vehicles to be operated;
3. The maximum number of passengers that may be transported in each vehicle;
4. Place and times of loading or unloading passengers;
5. Schedules and routes to be followed;
6. Maximum fares to be charged;
7. Operating procedures; or,
8. Special conditions or limitations.

Procedure for Granting Sightseeing and Tour Franchise

The awarding of a sightseeing and tour franchise is a privilege and not a right. The applicant for a sightseeing and tour vehicle franchise has the burden of proving by clear, cogent and convincing evidence that the applicant is qualified and financially able to provide the equipment and services proposed in the application and that the public convenience and necessity require the issuance of the franchise applied for.

1. A sightseeing and tour vehicle franchise shall be granted and renewed only by ordinance of the City Council.
2. The City Council shall not grant or renew a franchise unless it finds and determines that the public convenience will be served by the issuance of a franchise.
3. A sightseeing and tour service franchise shall normally be granted for a term of ten (10) years; however, City Council is vested with the discretion to grant a longer or shorter franchise term.

Should City Council find the public convenience will be served by the issuance of this sightseeing and tour franchise, the following conditions shall apply:

Specific Conditions:

1. Applicant shall adhere to all terms and conditions of the signed franchise agreement;
2. All drivers of sightseeing and tour franchise shall possess a Texas CDL with a "P" endorsement;
3. Sightseeing and tour vehicle shall be equipped with ABC fire extinguisher. Fire extinguisher shall be inspected annually;

Standard Conditions:

4. Sightseeing and tour vehicle service franchise shall not be leased, assigned, or otherwise alienated except with the consent of the City Council as expressed by ordinance;
5. Every vehicle operated under a sightseeing and tour franchise shall at all times be covered by insurance policies against public liability and property damage in the amounts as set forth by the City;
6. Franchise holder shall establish policies and take action to discourage, prevent, or correct violations of Chapter 35 of Galveston City Code, Sightseeing and Tour Franchise, and all relevant laws by drivers who are employed by the franchise holder;
7. Franchise holder shall not permit a driver who is employed by the franchise holder to drive a tour vehicle if the holder knows or has reasonable cause to

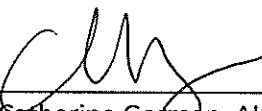
suspect that the driver has failed to comply with Chapter 35 of Galveston City Code, Sightseeing and Tour Franchise, City ordinances, and the rules and regulations established by the director or other applicable law;

8. Franchise holder may not contract with a driver on an independent-contractor basis for driving or operating a sightseeing and tour service vehicle;
9. Franchise holder shall submit to Development Services Department annual and monthly reports concerning its sightseeing and tour franchise as the director determines necessary to evaluate the holder's operations;
10. A driver may not carry at the same time more persons than the designed seating capacity of the sightseeing and tour vehicle;
11. Franchise holder shall not allow any driver to drive for more than twelve (12) hours in any consecutive 24-hour period;
12. Sightseeing and tour vehicles shall post rates on the exterior of the vehicle for each tour offered to the public or provide to the prospective passenger in advance of such tour an information sheet or folder outlining the points of interest to be visited and the cost of each tour; and,
13. Franchise holder shall adhere to above conditions, franchise agreement terms and conditions, and all other rules and regulations contained in Chapter 35 of Galveston City Code, Sightseeing and Tour Franchises.

Respectfully Submitted,


Adriel Montalvan
Senior Project Manager

4-9-19
Date


Catherine Gorman, AICP
Assistant Planning Director / HPO

4-9-19
Date

January 17, 2019

Catherine Gorman, AICP
Assistant Director/Historic Preservation Officer
Planning and Development Division
Development Services Department
City of Galveston
823 Rosenberg
Galveston, Texas 77550

Catherine,

Thank you for your assistance in providing the required details for the Franchise Agreement for our planned tour operations.

Attached please find both a bound copy of the filing as well as a loose copy in the event you need to make copies. Also enclosed is a copy of my passport, hopefully this will fulfill the signature verification requirement.

Should you need anything further, please contact me at 713-446-6902.

Regards,



Jim O'Neill

Galveston Experience Company, LLC

CONFIDENTIAL INFORMATION NOTICE



All of the materials contained herein are submitted in strictest confidence to the City of Galveston for review by authorized and required personnel for the purpose of approving a Franchise Agreement for tour operations.

Distribution to individuals not involved in the Franchise Agreement Process is prohibited.

For questions regarding this submission, please contact:

Jim O'Neill – 713-446-6902



Galveston Experience Company Franchise Filing

Version 17 Jan, 2019

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1 Document

1.1 History

Date	Author	Change description
17 Jan 2019	Jim O'Neill	Created.

2 Company

2.1 Contact details

Registered name	Galveston Experience Company, LLC
EIN	83-2747171
Registered address	9420 Seawall Blvd #1006 Galveston, TX 77554
Web site	www.GalvestonExperience.com
Short name	GEX
Phone - office	409-741-3400
Phone - cell	713-446-6902
Contact	Jim O'Neill
Email	jim@GalvestonExperience.com

3 Executive Summary

The Galveston Experience Company (GEX) is launching a unique-to-Galveston integrated multi-media, tour/tourism/retail and event booking platform for the benefit of the 6.4 million annual visitors to Galveston.

The unique GEX booking platform provides an opportunity for both individuals and businesses to share their broad range of Galveston Experience and events with a complete booking experience from discovery, ticketing, confirmations, payment processing, event reminders and post-event experience evaluation.

The GEX platform is designed to compliment, rather than compete, with existing business operations by bringing more attention to Galveston entertainment and experience options through an umbrella marketing campaign and cross-promotion between the each of the GEX properties.

Customer spending in the "experience" category continues to outpace goods spending, and GEX intends to capitalize on this trend by offering an integrated suite of experiences encompassing digital, mobile, retail, broadcast, podcast, and device applications available to both the GEX O/O properties as well as 3rd party partners, sponsors, and agents.

Founder Jim O'Neill began his broadcast career in the 1970's followed by successful careers in sales and marketing, broadcast syndication, media production, and software development. A Houston area resident since 1987 he has extensive experience in business development and Galveston-specific experience building Galveston spec homes Islandproperty rentals. This broad background mix of business and local experience makes him uniquely qualified to launch this multi-media business to serve Galveston.

Mr. O'Neill has founded many successful organizations but the most rewarding so far is the non-profit STARskaters.org, a USOC Paralympic Sport Club. A 21 year USA Hockey referee, O'Neill founded STARskaters in 2008 to provide an on-ice experience for individuals with disabilities. This is achieved through two programs: SkateTherapy, teaching disabled children and young adults to skate and Sled Hockey which provides a recreational opportunity for disabled military, amputees and other individuals unable to play stand-up hockey due to their disability.

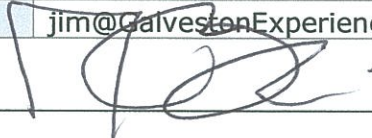
STARskaters has already recorded many milestones including creating a device for the first triple-amputee to play sled hockey, obtaining a patent for 15 year old instructor who invented an "Ice Cruiser" to enable blind students to safely learn to skate. And, advancing two of our Sled Hockey players play at the National level of competition, playing on Team USA.

A portion of proceeds from GEX will be donated to support STARskaters SkateTherapy and Sled Hockey programs.

4 City of Galveston Filing Requirements

4.1 Name, address and verified signature of applicant

Registered name	Galveston Experience Company, LLC
Registered address	9420 Seawall Blvd #1006 Galveston, TX 77554
Web site	www.GalvestonExperience.com
Short name	GEX
Phone - office	409-741-3400
Phone - cell	713-446-6902
Contact	Jim O'Neill
Email	jim@GalvestonExperience.com

Signature: 

4.2 Form of business

The Galveston Experience company is registered in the State of Texas as a Limited Liability Corporation, (LLC).

4.3 Financial – balance sheet

The Galveston Experience Company is 100% owned by Mr. Jim O'Neill whose personal net worth is \$1.6M. The company was registered in December, 2018 and the pro-forma balance sheet is below. Any additional funds required for business operations will be guaranteed by Mr. O'Neill.

GALVESTON EXPERIENCE, LLC PRO-FORMA OPENING BALANCE SHEET AS AT 17 JANUARY, 2019	
ASSETS	
Operating account	\$ 18,500.00
Reserve account	\$ 220,000.00
Fixed Assets	
Automotive equipment - at cost	\$ 40,000.00
Computer equipment	\$ 6,000.00
Furniture & fixtures	\$ 900.00
Total fixed assets	\$ 46,900.00
TOTAL ASSETS	\$ 285,400.00
LIABILITIES & EQUITY	
Payable to Owner	\$ 65,400.00
TOTAL LIABILITIES & EQUITY	\$ 65,400.00

4.4 Applicant business history

4.4.1 Transportation related history

From 1987 to 2006, Mr. O'Neill held several executive roles with Metro Traffic Control, including founding 1-800-DRIVERS, a recruitment organization for professional drivers. During these years he became intimately aware of the requirements, challenges, and opportunities available for Class A and Class B drivers.

Currently, as CEO of GEWI North America, a software company, Mr. O'Neill is involved in creating a software platform that allows public and private organizations to improve road safety through the use of the latest connected-device and smart vehicle technologies.

In the course of this business, Mr. O'Neill has presented papers on road safety at transportation and technology conferences worldwide and has participated in countless workshops on technologies, methods and standards to improve road safety through process improvement and application of new technology. More details at www.gewi.com

4.5 Description of vehicles and facilities

4.5.1 Vehicles

At this time a single vehicle has been purchased, a 2010 Ford F-450 20 passenger van with a handicap accessible lift. The vehicle is in like-new condition with under 30,000 actual miles, leather interior and seatbelts for all occupants.

Future vehicles, if needed, would be of a similar configuration.



4.5.2 Facilities

The current registered location is described in section 4.1. Two locations for tour and retail operations are being evaluated, but specifics were not available at the deadline for this submission. Those locations are 25th and Strand and 16th and Sewall.

It is expected that either of these locations would satisfy the City of Galveston Requirements, and the City would be engaged to verify compliance of any retail and tour location before a lease is signed at either location.

It is the policy of The Galveston Experience Company to strictly adhere to all City regulations covering any areas of the proposed business elements.

4.6 Tour operations

Specifics as to final tour offerings are still being finalized, but will be fully compliant with all regulations and restrictions as directed by the City of Galveston.

4.6.1 Routes

Proposed routes would include major Galveston streets including Broadway, 61st Street, Seawall Blvd, 25th Street, and Harborside. The City would be consulted on final tour routes to ensure that they are compliant with City traffic plans and policies.

4.6.2 Services

In addition to tour operations, GEX will engage in non-tour activities described in Section 5 – “Additional Info - Product offerings”.

4.6.3 Schedules

The tour schedule will vary based on demand through the year. Consideration will also be given to avoid congested times and areas, when possible. In general, tours would be conducted between 1 to 6 times per day.

4.6.4 Fares

Fares are planned to be competitive with existing entertainment options ranging from \$15.00 to \$39.00 based on the type and duration of the tour activity.

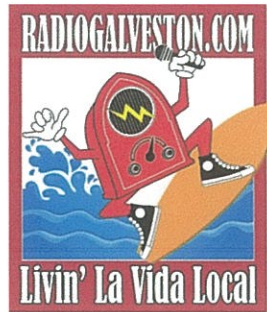
4.7 Insignia and Color Scheme

4.7.1 Product images

The primary logo and branding for the business is “The Galveston Experience Company” as shown below. The logo was designed with a look of wood to honor the nautical history of Galveston and the wooden ships. The typefaces have been specifically selected to recognize the history of Galveston with a historical font, and a more contemporary font which represents the adventure and excitement of the experiences available in Galveston.



Secondary Product logos have been developed for the other elements of the Galveston Experience company. These will be used in connection with their specific activity or business function.



4.7.2 Vehicles

The primary branding on the vehicle, displayed most prominently, will be the Galveston Experience logo, with secondary "Product logos" being displayed less prominently.

4.7.3 Apparel

Tour apparel will be "Galveston tour Casual" branded with the Galveston Experience Company logo, similar to the image below.



4.8 Insurance

Insurance is currently provided by National Liability & Fire Insurance through the Gary Bell Insurance agency. Policy #73 APR 371770.

4.9 Taxes

Taxes are current for the registered location. GCAD property ID #508114. It is expected that future locations will be leased, rather than owned locations.

4.10 Business information

4.10.1 Management business history

4.10.1.1 James A. O'Neill - Founder

The Galveston Experience Company is founded by James A. O'Neill, a Houston businessman and currently CEO of GEWI North America, LLC. GEWI is a software company, based in Germany, whose software creates 80% of the traffic data that is used by drivers in-vehicle in the USA as well as 31 countries around the world.

Mr. O'Neill also operates a property rental business in Galveston, as well as Lone Star Sound & Pictures, a full-service production company which creates audio and video for business, broadcast, and the web. This co

In addition, Mr. O'Neill is also the founder of STARskaters.org, a 501(c)(3) non-profit corporation which provides an on-ice experience for individuals with disabilities through its SkateTherapy and Sled Hockey programs. A portion of proceeds from the GEX venture will be donated to fund and expand STARskaters.org programs.

During the first year of operations, Mr. O'Neill will relocate his software office location to Galveston to enable hands-on implementation of the GEX project plan.

4.10.2 Lilia Quintana O'Neill – Managing Partner

The GEX Managing Partner is Lilia O'Neill who, with her extensive retail, business, and customer service experience, will oversee the day-to-day operations of the tour and retail operations.

After six years with the City of Houston, Mrs. O'Neill managed Foley's from 1997-2006 and has overseen major customer accounts for Harris County Toll Road (HCTRA) since 2006.

5 Additional info – Product offerings

The company will provide a number of product offerings including digital, mobile, retail, broadcast and publishing. Each of these offerings is designed to be complimentary to the others, and all are tightly integrated providing the opportunity for cross promotion and cross-cycling customers and prospects between the various GEX O/O, 3rd party and partner platforms.

5.1 GEX Booking Platform

The Galveston Experience Company booking platform will be used for GEX O/O tours as well as 3rd party events, experiences and tours.

The GEX booking platform allows each 3rd party operator or agent complete control over their events. All transaction processing, resource scheduling, booking

confirmation, ticketing, reminders, verification and post-event surveys are handled by the platform.

The Experience Platform will enable individuals and small companies to provide a first-class booking and event experience, paying only a commission to GEX for providing the service.

5.1.1 O/O Tours

GEX will operate several tours including; historic, ghost, and private tours for visitors to Galveston as well as businesses in the Houston area and organizations attending local conventions.

5.1.2 3rd party tours / experiences

The GEX booking platform also allows for the company as well as 3rd party agents to receive commissions for booking any tours and activities, wither GEX O/O or 3rd party activities including beach and equipment rentals, tours, fishing, attractions, events, lessons, etc.

5.2 Media

5.2.1 RadioGalveston

RadioGalveston.com was launched in December, 2018. With no broadcast station serving the Galveston area, RadioGalveston has a unique opportunity to provide a range of community-oriented broadcasts currently unavailable on the Island.

Mr. O'Neill has a rich broadcast background including programming several successful radio stations and being named "Personality of the Year" by Billboard Magazine. As with a successful terrestrial radio station, RadioGalveston will be a mirror of the city, providing information on the events, news and people of Galveston Island.

The station is currently in automation mode, playing a blend of classic rock, adult contemporary, select oldies and beach music, but will provide live broadcast and content once the retail and studio location construction is completed.

The station also hosts an events calendar and produces podcasts and other information related to events on Galveston Island.

The station will have a unique Galveston flavor, rich with information on events, people and activities on Galveston Island. As a streaming station, it can be heard not only in the Houston/Galveston area but worldwide to serve as an ambassador for Galveston not only for visitors to Galveston, but to individuals around the world who may be considering a Galveston vacation.

Because the station will not air traditional pre-recorded commercials, the station listening experience is less commercial and a more "public radio" sound and feel.

Revenue will be generated from sponsored events, music and information segments designed to blend with current events and programming.

The station will be the “voice” of the Galveston Experience Company, and will be at work promoting Galveston 365 days a year, 24 hours a day.

5.2.2 Podcasts

Two podcasts are currently being produced weekly. Both are already available on all major podcast platforms as well as on their own Podcast page on the Galveston Experience website - www.GalvestonExperience.com/podcasts

5.2.2.1 Galveston Experience Podcast

A current summary of events on the Island, including special reports by kids / for kids events in Galveston.

Interviews will cover a range of topics including Galveston business, events, and people of interest and notoriety.

These podcasts will also be aired as excerpts or in their entirety on RadioGalveston.

5.2.2.2 Galveston Ghost Podcast

Over 50 interviews have already been conducted with Galveston residents who have had firsthand paranormal experiences. In addition to being released as podcasts, they will also be used for other GEX purposes including:

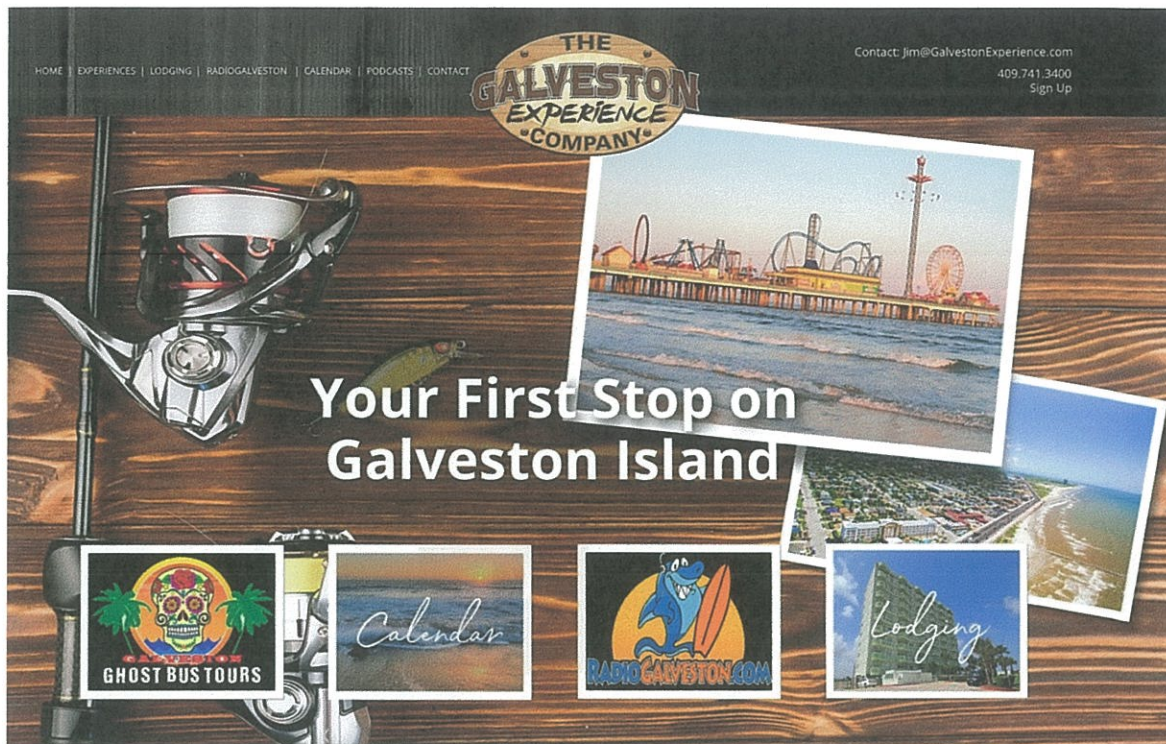
- Audio to be included on Ghost Bus Tours.
- In-store video promotion of tours.
- Publishing – a book is being produced detailing updated Island hauntings.
- Self-guided App tours.

5.3 Digital

5.3.1 Website

The website www.GalvestonExperience.com is available online in “soft launch mode” and is the online home to all of the GEX properties. The site is designed to function equally well in a browser, mobile device or tablet computer.

Visitors to the website will be able to view the online calendar, listen to RadioGalveston.com, podcasts, book lodging and Galveston experiences.



5.3.1.1 Experiences

With just a few clicks a user can browse and book all available experiences in the GEX platform. The booking flow is also optimized for viewing and robust functionality on mobile devices as well as browsers.

5.3.1.2 Lodging

Users can submit their lodging requirements and receive a personally curated offer for a hotel, condo or house rental tailored to their specific needs.

5.3.1.3 RadioGalveston

Users are able to stream live directly from the website, or via the LIVE365 application on any tablet or mobile device.

5.3.1.4 Calendar

Day-by-day listing of current Galveston events, also used on-air and for the Galveston Experience Podcast. Users can SUBMIT events here free of charge.

5.3.1.5 Podcasts

In addition to being available on all major podcast platforms (Apple, Google, etc.) podcasts can be heard directly from the Podcast page of the website.

5.3.2 Mobile apps

5.3.2.1 Streaming Radio App

The LIVE365 App is already available in the Apple App and Google Play store. This app provides the best listening experience for RadioGalveston, but the station can also be streamed in any mobile, tablet, or computer browser.

5.3.2.2 Self-Guided Tour Apps

Several self-guided tour applications will be created for historic, architectural, paranormal experience and other areas of interest. Target release of the first of these Apps is July 2019.

5.3.3 Electronic communications

Customers will have many electronic interactions with GEX properties, each of which is an opportunity for a sponsor to deliver a message.

5.3.3.1 Booking confirmation

Once an Experience is booked, the guest receives a booking confirmation with tickets and complete details where to meet, what to bring, etc.

5.3.3.2 Booking reminders

In advance of the Experience, guests will receive a reminder to ensure they are prepared and on-time for the event.

5.3.3.3 Post-Experience thanks and survey

After each Experience, guests will receive a thank you email and an opportunity to rate their satisfaction with the event.

5.3.4 Social Media

Social media presences have already been created for Facebook, Twitter and Instagram. The social media strategy will encourage visitors to post, tag and share their GEX tour and in-store experiences for an opportunity to win Galveston lodging, gifts, tickets and cash.

5.4 Retail

The retail location will create an environment for visitors to Relax, Refresh and Recharge while they learn about Galveston through audio/video, displays and brochures, and book tours and experiences through the in-store portal.

5.4.1 Freebies

The lure of free items is nearly irresistible, so GEX will have several available for passing visitors to entice them to visit and explore our retail location.

5.4.1.1 Free Photos

The retail location will have a green-screen where visitors can select from a variety of images that show them in and around Galveston in fun events designed to be shared on

social media with one click. Photos will carry the branding of both GEX and our flagship sponsor.

5.4.1.2 Free Video

An in-store video will give visitors an overview of Galveston major attractions as well as inform them of the Experiences available in-store and online from GEX.

5.4.1.3 Product sampling

Major sponsors will have the opportunity for their products to be available for product sampling, focus groups and new product launches.

5.4.1.4 Free Literature

Brochures will be available from Galveston businesses as well as a weekly GEX publication which lists the events currently going on around the Island.

5.4.1.5 Free Galveston Concierge

The GEX retail store will be staffed with staff that is extremely knowledgeable about the Island events, history and options for entertainment, dining and lodging.

5.4.2 Relax

The retail location will have a seating area where visitors can read the literature available in-store, and avail themselves of several free or low-cost entertainment offerings, including 20 minutes of free internet.

5.4.3 Refresh

A selection of low-cost prepackaged food and beverages will be available for purchase while they relax and learn about the Island.

5.4.4 Recharge

Travelers rely heavily on a fully charged mobile device. These days a 100% charged battery is nearly as important as food and water. Free cell phone charging stations made available by our presenting sponsor will be available for our guests.

5.4.5 Galveston Information

The store will provide a free video which provides an overview of the Island will be available for visitors to watch free-of-charge. It will also educate them on the many experiences available for booking online and in-store. Brochures, displays and weekly event circulars will also be available for visitors to take at no cost.

5.4.5.1 Galveston Historic Video

For a nominal fee, guests can watch a private screening of a more in-depth history of Galveston Island. The fee is credited back to them should they decide to take any of the Bus Tours offered by GEX.

5.4.5.2 Galveston Ghost Video

For a nominal fee, guests can watch a private screening of a video detailing the haunted history of Galveston. The fee is credited back to them should they decide to take any of the Bus Tours offered by GEX.

5.4.6 Galveston Goods

An area of the retail store will be reserved for a select group of unique products created by local Galveston artists and craftsmen. GEX branded products will also be available.

5.4.7 Broadcast Studio

Watch the "Today show" and you'll see how people are attracted to any type of Broadcast studio. They want to be "part of the action" and RadioGalveston will provide many opportunities to get Galveston visitors on the air and talking about the Best of Galveston.

5.5 Property Rental Concierge

GEX Founder Jim O'Neill history in property rental has taught him that one of the biggest concerns for travelers is the uncertainty of the quality of the accommodations they will be booking.

To address these concerns, GEX will offer a "Rental Concierge" service, personally matching available properties to ensure guests are matched with a property that meets their specific requirements and expectations. This will be done both online and in-store.

6 Charity



GEX will donate a portion of profits to support STARskaters.org programs.

A special display area will be also be created in the retail store to educate visitors about the SkateTherapy and Sled Hockey programs which provide incredible benefits for all participants.

STARskaters merchandise will also be available for with 100% of those proceeds to benefit STARskaters.org mission to "provide an on-ice experience for individuals with disabilities".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2019 1:31 PM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GARY BELL INSURANCE AGENCY 719 SAWDUST DR STE. 216 The Woodlands, TX 77380		CONTACT NAME: Myron F. Steves and Company	
		PHONE (A/C. No. Ext): 7135221100	FAC (A/C. No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL LIABILITY & FIRE INSURANCE	
		INSURER B: COMPANY	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 408,466 **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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS -- COMP/OP AGG \$ \$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y		73APR371770	12/21/2018 12:01 AM	12/21/2019 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ N/A BODILY INJURY (Per Person) \$ 500,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS ☐ OTH-ER ☐ E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
							\$ \$

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

Certificate Holder is named as Additional Insured on this policy

Year, Make, Model, VIN 2009 FORD ECONOLINE 1FDFE45S99DA06538	Collision Covered	Comp or Spec. Caus. C	Stated Amount 26,000	Phys. Dam. Deductible 1000/1000	In-Tow Limit N/A	Cargo Limit N/A
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CERTIFICATE HOLDER
CITY OF GALVESTON
823 ROSENBERG ST.
GALVESTON, TX 77553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:
DRE PROPERTIES
PO BOX 1300
GALVESTON, TX 77553

Legal Description
ABST 628 PAGE 127 LOT 3 NE BLK 71
GALVESTON OUTLOTS

Parcel Address: 1521 AVE O
Legal Acres: .1185

Account Number: 107352

Certificate No: 238304244

Certificate Fee: \$10.00 CREDIT

Print Date: 02/15/2019 11:26:48 AM

Paid Date: 02/15/2019

Issue Date: 02/15/2019

Operator ID: GUSTAFSON_E

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2018. ALL TAXES ARE PAID IN FULL

Exemptions:

Certified Owner:

DRE PROPERTIES
PO BOX 1300
GALVESTON, TX 77553

2018 Value:	215,130
2018 Levy:	\$5,305.14
2018 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
210 GALVESTON ISD
330 GALV CITY
601 GALVESTON COLLEGE
801 NAVIG DIST #1

Reference (GF) No: N/A

Issued By: *CH*
CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this lease are:

Landlord: DRE Properties, LLC

; and

Tenant: Galveston Experience Company, LLC

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

☒ (2) Single-Tenant Property: The real property containing approximately 1085 square feet of rentable area at: 1522 Seawall Blvd. (address) in Galveston (city), Galveston (county), Texas, which is legally described on attached Exhibit Lot 3, NE BLK 71, Galveston Outlots or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 12 months and _____ days, commencing on: March 1, 2019 (Commencement Date) and ending on February 28, 2020 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

1522 Seawall Blvd.
Commercial Lease concerning: Galveston, TX 77550

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
03/01/2019	02/28/2020	/ rsf / month	/ rsf / year	2,500.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
☐ (3) Commercial Lease Addendum for Parking (TAR-2107)
☒ (4) none

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before March 1, 2019

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: DRE Properties, LLC

Address: 2424 Ave O 1/2 #4

or PO BOX 1300

Galveston, Texas 77550

Galveston, TX 77553

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

(TAR-2101) 4-1-14

Initiated for Identification by Landlord: _____, _____, and Tenant: _____

Page 3 of 15

1522 Seawall Blvd.
Commercial Lease concerning: Galveston, TX 77550

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. **READ THIS LEASE CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.

Landlord: DRE Properties, LLC

Tenant: Galveston Experience Company, LLC

By: _____

By (signature): _____

Printed Name: Gary Druse

Title: Co-Manager Date: 07 Feb 2019

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

By: _____

DocuSigned by:

Jim O'Neill

By (signature): _____

Printed Name: Jim O'Neill

Title: CEO

Date: 2/1/2019

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

CITY OF GALVESTON
CITY PERMIT

JAN
FEB
MAR
APR
MAY
JUN



JUL
AUG
SEPT
OCT
NOV
DEC

15 16 17 18 19 20 21 22 23

Permit No. 3448

My Numbers

(409) 741-3400

[Add a Line](#)

Pay as You Go

\$4.99/mo¹

Unlimited

0 Domestic Minutes Used



Add-Ons



View Plan
Details

[Compare Plans](#)
[Change Plan](#)
[Recent Calls](#)
[International Rates](#)

Features & Settings

Calling Features

VoiceMail Settings

Adapter & 911 Settings

Mobile Devices

Call Forwarding

Ring (409) 741-3400 for 0 seconds
Then forward to (409) 202-6740

[Edit](#)

SimulRing®

[Click to enter settings](#)

[Edit](#)

Network Availability Number

[Click to enter settings](#)

[Edit](#)

Selective Call Block

0 number(s) currently blocked out of 50 (maximum blocked numbers)

[Edit](#)

VoiceMails (0 New, 0 Total) & Recent Calls

View Calls By:

[VoiceMails](#)

[Recent Calls](#)

Sort Calls By:

[Date/Time](#)

[Number](#)

☐ Show only new messages

There are no messages to display.

Deleted Messages

Deleted Messages will remain here for 24 hours
before permanently being deleted.

There are no deleted messages to display.

Account Status

Next Automatic Payment 02/17/2019

Current Estimated Charges¹ \$9.06

There are 3 days remaining in
your bill cycle.

[Pay Now](#)

Help

[Get Help](#)

[Contact Vonage Now](#)

[Learn More](#)

[Initial Voicemail Set Up](#)

[Listen to Voicemail Messages](#)

[Voicemail Overview](#)

[Extensions® App for iPhone and Android](#)

[Extensions® App Tutorials](#)

[Call Forwarding](#)

[Support Center Home](#)

[Video Center](#)

[Technical Support](#)

[Troubleshooting Tool](#)

[Installation Tool](#)



[Summary](#) [Billing & Payment](#) [Profile](#)

Profile

Account Number: 1013693563 **Account Status:** Active **Date Account Created:** 07/17/2018

User Information

Name: Jim O-neill
Contact Phone Number: (714) 446-6902
Username: jim.o-neill
Contact Email: jim_oneill@me.com
Caller ID Display: O NEILL, J
Language Preference: English

Note: Caller ID Failed Validation; Please update Name to set Caller ID.

Security Information

Password: *****
Security PIN: ****
Security Question: What is your favorite sports team? *****
Security Question: What is your all time favorite movie? *****
Security Question: What is your favorite sport? *****

Billing Address

1522 Seawall Blvd
 Galveston, TX 77550
 UNITED STATES

Shipping Address

2426 PARKWOOD LANE
 SUGAR LAND, TX 77479
 United States of America

Account Status

Next Automatic Payment 02/17/2019
Current Estimated Charges¹ \$9.06
 There are 3 days remaining in your bill cycle. [Pay Now](#)

Help

Get Help

[Contact Vonage Now](#)

Learn More

[Support Center Home](#)
[Vonage Password and PINs](#)
[Change Payment Information](#)
[Change Your Phone Number](#)
[Update 911 Address](#)
[Online Account Overview](#)
[Online Account Overview](#)
[Change Your Payment Information](#)
[Video Center](#)

To manage your 911 address(es), go to the [Summary page](#).





Galveston Police Department
601 54th Street
Galveston, Texas 77552

Phone: (409) 765-3650 Fax: (409) 765-3651

Date: January 31, 2019

To Whom It May Concern:

The Galveston Police Department does not preclude the captioned individual from having a criminal record with any other agency in Galveston County, the State of Texas, or the United States.

A search of the Galveston Police Department local criminal history files was conducted for James Arthur Oneill, a M/W, whose date of birth was given as [REDACTED] and whose address was given as 2426 Parkwood Lane, Sugarland, TX 77479. Identification used was a Texas DL with the number of [REDACTED]

XX No criminal arrest history was found.

Very Truly Yours,

G. Gaus
Police Records Division

Searched by: J. Citizen
Title: Record Specialist
Police Records Division
Galveston Police Department



19P-018

STAFF REPORT

ADDRESS:

Adjacent to 3304 Market/ Avenue D

LEGAL DESCRIPTION:

Adjacent property is legally described as the South 130-Feet of Blocks 573 and 574 along with the adjacent 34th Street and the East 20-Feet of Adjacent 35th Street (573-0-1).

APPLICANT/REPRESENTATIVE:

Dwayne Jones

ADJACENT PROPERTY OWNERS:

Galveston Historical Foundation

EASMENT OWNER:

City of Galveston

ZONING:

Heavy Industry (HI)

REQUEST:

Abandonment

APPLICABLE REGULATIONS:

Texas Local Government Code, Chapter 272.001

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Aerial Map
- B – Survey of Street Right of Way
- C – Texas Gas, Map

STAFF:

Janice Norman, Planning Manager
409-797-3670
normanjan@cityofgalveston.org

City Department Notification Responses:

No Objection from City Departments

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
15				



Background:

The applicant, Galveston Historic Foundation (GHF), is in the process of rehabilitating the Houston & Henderson Freight Depot building into an event and retail space.

Executive Summary:

The applicant is requesting an abandonment of approximately 49,000 square-feet of unimproved Market Street right-of-way to the south of the subject site.

The narrative states that according to Temple Kennedy of the Fire Protection Consulting Group, the abandonment of Market Street is critical for fire access. The abandonment is also necessary in order for the south side of the structure to be used as the main public entrance. The property south of the proposed right of way is owned by the Union Pacific Railroad. The Union Pacific Railroad forfeited any claim to their 50% of the right of way.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Heavy Industry (HI)	Vacant
North	Heavy Industry (HI)	Vacant Industrial
South	Heavy Industry (HI)	Industrial
East	Commercial (C)	Commercial
West	Heavy Industry (HI)	Industrial

Impact on Transportation System

Staff finds the abandonment will not impact the transportation system since this 70-foot portion of Market Street is not an improved street right of way and has been used by the Houston and Henderson Freight Depot to access their loading dock for years.

Impact on Public Utilities and Services

Texas Gas Service had a comment: Texas Gas Service maintains the right of way along the west side of 33rd Street running north to south with a 6" H.P. main, and a 1" H.P. steel service inside the proposed right of way to be abandoned. Texas Gas has no objection to paving and landscaping as long as they have access. A 10-foot access easement will need to be provided for the gas line. See Exhibit C for map.

Center Point Energy requested that a Street/Alley closure application be submitted. The applicant was notified and submitted the application to Center Point Energy. If there are any objections from Center Point Energy the applicant will notify the City and resolve the objection with Center Point Energy prior to completion of the abandonment.

Angelo Grasso, Municipal Utilities Director stated: We have a north/south sanitary sewer line on 35th Street that runs across Market Street. I am not quite certain of the exact location of the sewer line it appears to be located near the central portion of the 35th Street right of way. If the sanitary sewer is located inside the abandoned portion of Market Street an easement will need to be provided. This can be verified during the replat process.

Other Hearings

Planning Commission at their regular meeting on March 19, 2019, recommended approval of this request.

Staff Recommendation

Staff recommends the request be approved with the following conditions:

Specific Conditions:

1. The applicant shall replat the abandoned right-of-way and include one 10-foot wide utility easement for the 1-inch H.P. steel service line;
2. The applicant shall notify the City of Galveston of any objections from Center Point Energy and resolve any objection with Center Point;
3. The applicant shall coordinate with Angelo Grasso to determine if an easement is required for the sanitary sewer line in the right of way;

Standard conditions for an abandonment:

4. The applicant shall pay for an opinion letter by an appraiser, regarding the market value of the subject property. The appraiser shall be appointed by the

City;

5. The applicant will resolve any objections from Center Point Energy regarding the abandonment by submitting a street closure application;
6. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval; and;
7. Upon payment of the property and execution of the Deed without Warranty, a replat of the properties shall be completed within 6 months of the filing of the deed, or prior to the issuance of a building permit for this portion of property, whichever comes first.

Respectfully submitted,

Janice Norman

Janice Norman, Planning Manager

Catherine Gorman

Catherine Gorman, Assistant Director, HPO, AICP

4-8-19

Date

4-8-19

Date

*Abandoned by City Ordinance
April 12, 1906 (Ordinance Book 1, Page 233
City Minutes Book 3, Page 306)
(Vol 1419, Pg 316 GCDR)

GH&H Rail Road Corridor 6
(No Record Found)

34th ST.
(80' R.O.W. -
Abandoned*)

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

N. 1/2 20' Alley

S. 1/2 20' Alley

N. 1/2 20' Alley

S. 1/2 20' Alley

Lot 14

Lot 13

Lot 12

Lot 11

Lot 10

Lot 9

Lot 8

Galveston Historical Foundation
2.09 Acre Tract
(2017047161 GCDR)

Lot 14

Lot 13

Lot 12

Lot 11

Lot 10

Lot 9

Lot 8

BLOCK 574

34th ST.
(80' R.O.W. -
Abandoned*)

BLOCK 573

N. 1/2 AVENUE D - AKA MARKET STREET

(70' R.O.W. - Abandoned*)

N 73°17'00" E 700.00'

P.O.B.
Fnd. 1/2" Rod

Pt. S. 1/2 AVENUE D - AKA MARKET STREET
(70' R.O.W. Abandoned* - 0.562 Acres)

Fnd. 1/2" Rod

35th ST.
(80' R.O.W. -
Abandoned*)

Set 1/2" Rod

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

GH&H Rail Road Corridor
(No Record Found)

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

BLOCK 514

34th ST.
(80' R.O.W. -
Abandoned*)

BLOCK 513

35th ST.
(80' R.O.W. -
Abandoned*)

33rd STREET
(80' R.O.W.)

Survey of a 0.562 acre tract of land being a portion of Avenue D (AKA Market Street) adjoining Blocks 513 and 514, situated in the City and County of Galveston, Texas, and being more particularly described by metes and bounds on attached Exhibit "A".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



SURVEY DATE: FEBRUARY 7, 2019
FILE No.: 3505-0573-0000-001
DRAFTING: JTK
JOB No.: 19-0090



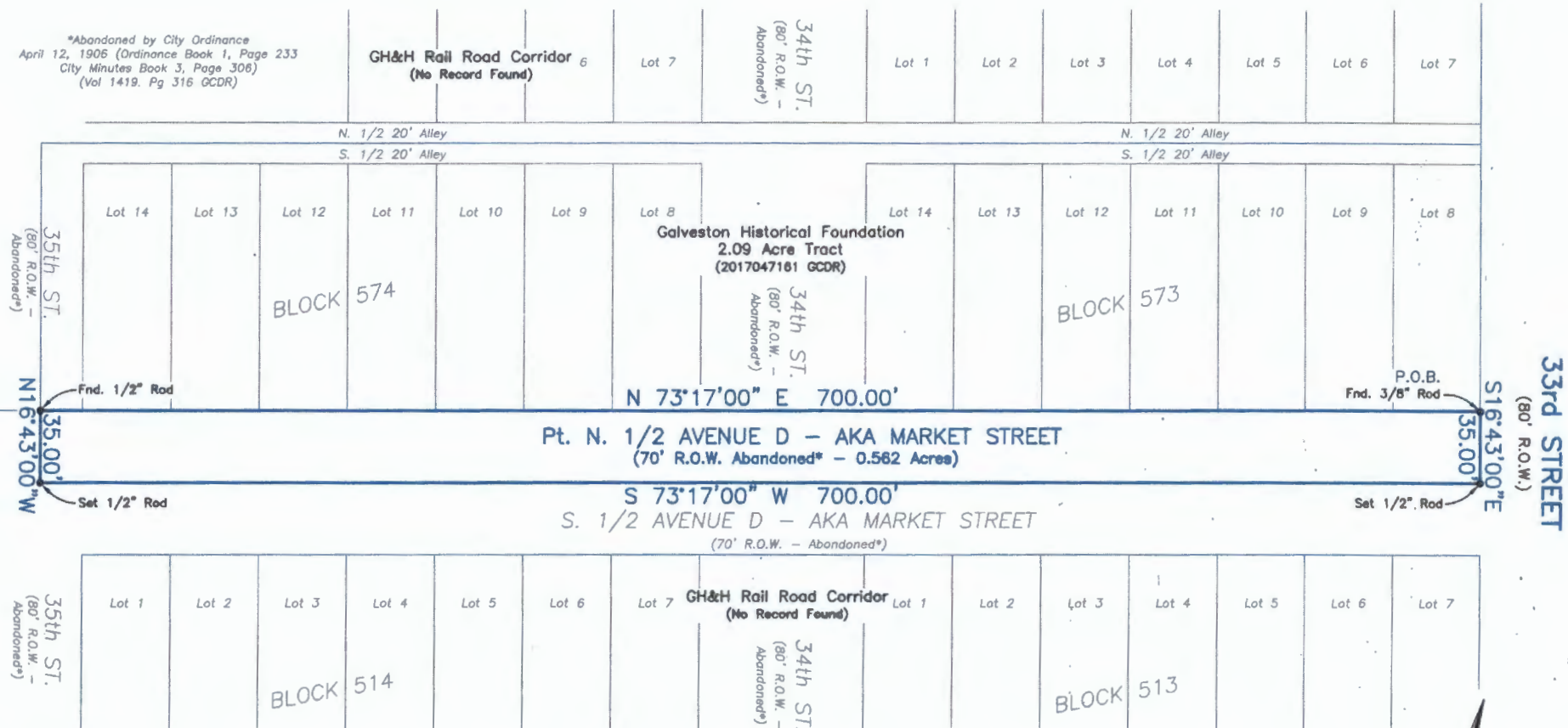
8017 HARBORSIDE DRIVE
P.O. BOX 16142 (mailing)
GALVESTON, TX 77552
ph (409) 740-1517
Registration Number: 10183855
www.hightidelandsurveying.com

SCALE: 1" = 50'

NOTES:

- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
- 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
- 3) Bearings based on Monumentation of the West R.O.W. line of 33rd Street.
- 4) Surveyed without benefit of a title report.

*Abandoned by City Ordinance
April 12, 1906 (Ordinance Book 1, Page 233
City Minutes Book 3, Page 308)
(Vol 1419, Pg 316 GCDR)



Survey of a 0.582 acre tract of land being a portion of Avenue D (AKA Market Street) adjoining Blocks 573 and 574, situated in the City and County of Galveston, Texas, and being more particularly described by metes and bounds on attached Exhibit "A".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



SURVEY DATE: OCTOBER 3, 2018
FILE No.: 3505-0573-0000-001
DRAFTING: JTK
JOB No.: 18-0864

High Tide
Land Surveying LLC.

8017 HARBORSIDE DRIVE
P.O. BOX 16142 (mailing)
GALVESTON, TX 77562
ph (409) 740-1517
Registration Number: 10193855
www.hightidelandsurveying.com

SCALE: 1" = 50'

NOTES:

- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
- 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
- 3) Bearings based on Monumentation of the West R.O.W. line of 33rd Street.
- 4) Surveyed without benefit of a title report.



NORTH

8017 HARBORSIDE DRIVE
P.O. BOX 16142 (mailing)
GALVESTON, TX 77552
ph (409) 740-1517
Registration Number: 10193855
www.hightidelandsurveying.com

Exhibit "A"

Survey of a **0.562** acre tract of land being a portion of Avenue D (AKA Market Street) adjoining Blocks 573 and 574, situated in the City and County of Galveston, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 3/8 inch rod found at the Southeast corner of said Block 573, said point being the Southeast corner of a 2.09 acre tract of land conveyed to Galveston Historical Foundation in deed recorded under Instrument No. 2017047161 in the Office of the County Clerk of Galveston County, Texas, said point also lying in the West line of 33rd Street, being an 80 foot right-of-way;

Thence South 16°43'00" East along the West line of said 33rd Street, a distance of 35.00 feet to a point for corner in the centerline of said Avenue D, and a set 1/2 inch rod;

Thence South 73°17'00" West along the centerline of said Avenue D, a distance of 700.00 feet to a point for corner, and a set 1/2 inch rod;

Thence North 16°43'00" West over and across said Avenue D, a distance of 35.00 feet to a 1/2 inch rod found at the Southwest corner of said 2.09 acre tract;

Thence North 73°17'00" East along the South line of said 2.09 acre tract and the South lines of said Blocks 574 and 573, a distance of 700.00 feet to the Point of Beginning of the herein described tract.

SURVEY DATE:	OCTOBER 3, 2018
FILE No.:	3505-0573-0000-001
DRAFTING:	JTK
JOB No.:	13-0864



8017 HARBORSIDE DRIVE
P.O. BOX 16142 (mailing)
GALVESTON, TX 77552
ph (409) 740-1517
Registration Number: 10193855
www.hightidelandsurveying.com

Exhibit "A"

Survey of a **0.562** acre tract of land being a portion of Avenue D (AKA Market Street) adjoining Blocks 513 and 514, situated in the City and County of Galveston, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch rod found at the intersection of the centerline of Avenue D (AKA Market Street), being an 80 foot right of way (abandoned per City of Galveston Ordinance Book 1, Page 233), with the West line of 33rd Street, being a 70 foot right of way;

Thence South 16°43'00" East along the West line of said 33rd Street, a distance of 35.00 feet to a point for corner in the South of said Avenue D, and a set 1/2 inch rod;

Thence South 73°17'00" West along the South line of said Avenue D, a distance of 700.00 feet to a point for corner, and a set 1/2 inch rod;

Thence North 16°43'00" West over and across said Avenue D, a distance of 35.00 feet to a 1/2 inch rod found in the centerline of said Avenue D;

Thence North 73°17'00" East along the centerline of said Avenue D, a distance of 700.00 feet to the Point of Beginning of the herein described tract.

SURVEY DATE:	FEBRUARY 7, 2019
FILE No.:	3505-0573-0000-001
DRAFTING:	JTK
JOB No.:	19-0090

WRITTEN NARRATIVE

Site Improvement Proposal for the Avenue D/Market Street Abandonment

Concept: 1904 Galveston, Houston & Henderson (GH&H) Freight Depot is located at 3304 Market Street. Galveston Historical Foundation (GHF) purchased the GH&H Depot in late July 2017. The concept for the Depot is to rehabilitate the building into a mixed use space, including interactive exhibits, special event rental space, food and drink, and retail opportunities and more.

Current Conditions: The property currently includes a two-story building fronting 33rd Street with an attached one-story, four bay warehouse building. The Warehouse is 521.2' from East to West parallel to the undeveloped Avenue D/Market Street easement. The one-story portion of the building also features two covered loading docks to the North and South of the building. The brick warehouse is constructed on a concrete, elevated slab that is 0.1' from the south property line. The property has a paved parking lot to the North and a landscaped area to the West.

Proposed Use of the Abandonment: Historically, the warehouse building was designed with the main openings to face south, towards the train tracks, with smaller doors on the North side of the building. The proposed renovations would keep this orientation, with the public access from the south covered walkways and the back of house, loading access on the North of the building. A preliminary review by our code consultant Temple Kennedy of Fire protection Consulting Group, identifies that the abandonment of Avenue D/Market Street is critical for Fire Department access and having the South side of the building being the main public entrance to the building. Therefore, the abandonment land use will be additional parking, including Fire access, landscaping and lighting.

Site Improvements for Abandonment: The proposed use of the abandonment is 85 additional parking spaces, fire truck access to the entire building from the south, and landscaping improvements with lighting and irrigation. Currently, the only ADA access to the building is also on the south side of the building. The proposed plan will keep ADA access and 4 ADA parking spaces on the South side.

Materials: The materials for the proposed improvements will be a combination of hardscape and landscaped areas.

ADJACENT PROPERTY OWNER LETTER(S)



Folder 3138-94

February 4, 2019

Ms. Carol Hollaway
Planning Commission, Chairperson
The City of Galveston, Texas
PO Box 779
Galveston, TX 77553

RE: Galveston Historical Foundation, Inc. Abandonment Request of the Market Street right of way between the West side of 33rd St and the East side of 35th Street

Dear Ms. Hollaway:

Union Pacific Railroad Company (UPRR) owns the land located south of and adjacent to the Market Street right of way between the west side of 33rd Street and the east side of 35th Street in Galveston, Texas. The Galveston Historical Foundation, Inc. (GHF) through its representative Jeannie Urbani, informed me that it owns the real property commonly known as the Gately Building adjacent to the north of this segment of the Market Street right of way, and that it wishes to apply for abandonment of said segment of the Market Street right of way.

UPRR has no objections to GHF's application for abandonment of the subject portion of the Market Street right of way. Further, UPRR has no objections to GHF acquiring and paying the appraised market value for the release of UPRR's one-half of the right of way adjacent to UPRR's property. UPRR does not wish to acquire the one-half of the right of way adjacent to our property if the City of Galveston should decide to abandon this right of way.

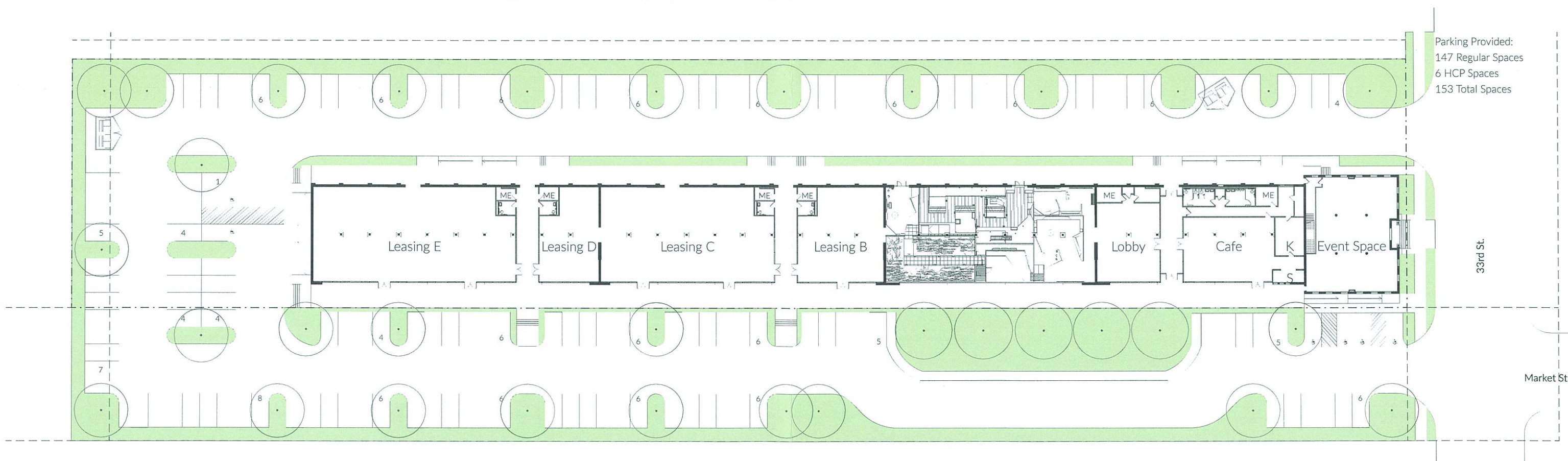
If you have any questions regarding this letter, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa L. Burnside".

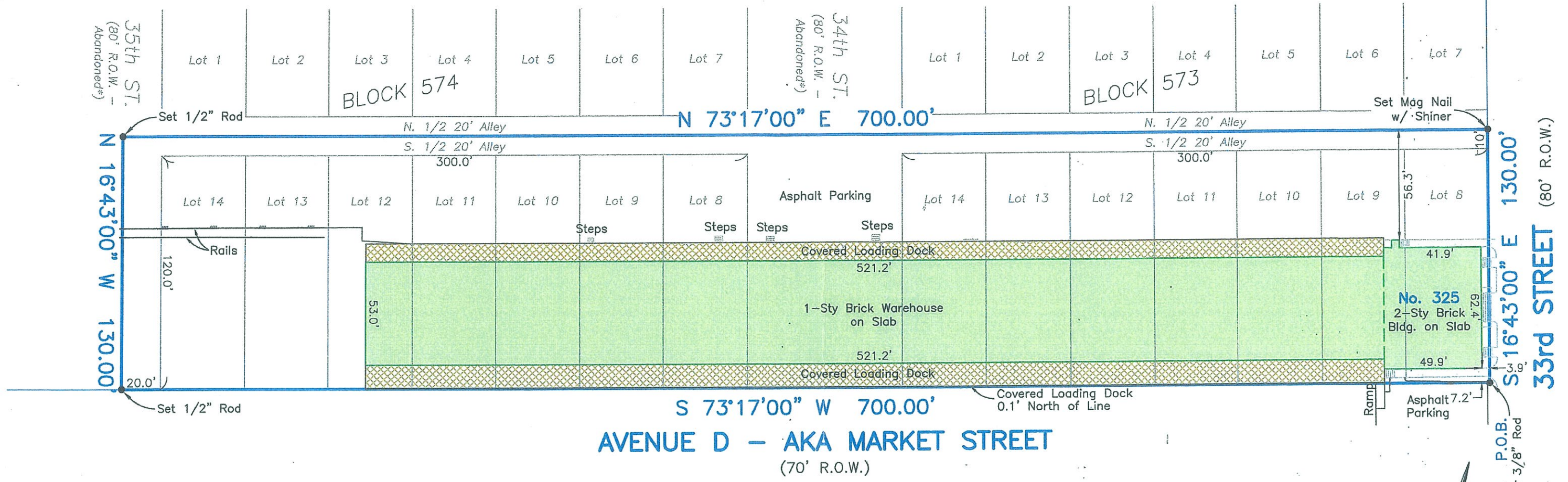
Lisa L. Burnside
Senior Manager – Real Estate Sales & Property Management
LLBurnsi@up.com
(402) 544-8596

PROPOSED SITE PLAN/IMPROVEMENTS



*Abandoned by City Ordinance
April 12, 1906 (Ordinance Book 1, Page 233
City Minutes Book 3, Page 306)
(Vol 1419. Pg 316 GCDR)

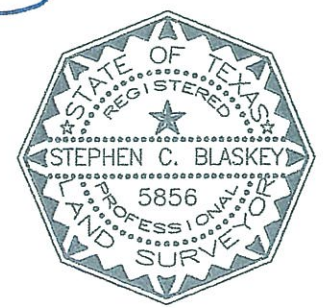
At High Tide
Survey



Survey of the South 130.0' of Blocks 573 and 574 with intervening 34th Street and the East 20.0' of 35th Street adjacent to the South 130.0' of Block 574, both streets being abandoned by city ordinance dated 4-12-06, in the City of Galveston, Galveston County, Texas and described by metes and bounds on attached Exhibit "A".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.

Stephen C. Blaskey
Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



SURVEY DATE:	MAY 18, 2017
FILE No.:	3505-0573-0000-001
DRAFTING:	JTK
JOB No.:	17-0468



8017 HARBORSIDE DRIVE
P.O. BOX 16142 (mailing)
GALVESTON, TX 77552
ph (409) 740-1517
Registration Number: 10193855
www.hightidelandsurveying.com

SCALE: 1" = 50'

- NOTES:
- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
 - 3) Bearings based on Monumentation of the West R.O.W. line of 33rd Street.
 - 4) Chicago Title Insurance Company Insured; Galveston Historical Foundation GF No.: CTT17680787

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, ABANDONING PROPERTY ADJACENT TO 3304 MARKET/AVENUE D AND ADJACENT PROPERTY IS LEGALLY DESCRIBED AS THE SOUTH 130-FEET OF BLOCKS 573 AND 574 ALONG WITH THE ADJACENT 34TH STREET AND THE EAST 20-FEET OF ADJACENT 35TH STREET (573-0-1), IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 19P-018; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Applicant, is Dwayne Jones the Owner is the Galveston Historical Foundation, and the Easement Owner, is the City of Galveston; and,

WHEREAS, the property is commonly known as property Adjacent to 3304 Market/Avenue D and Adjacent property is legally described as the South 130-Feet of Blocks 573 and 574 along with the adjacent 34th Street and the East 20-Feet of Adjacent 35th Street (573-0-1), in the City and County of Galveston, Texas; and,

WHEREAS, the Applicant, is requesting that the City abandon approximately 49,000 square-feet of unimproved Market Street right-of-way, as more particularly described and detailed in the Staff Report with attachments, attached hereto as **Exhibit 1**, for all intents and purposes; and,

WHEREAS, as set out in the Staff Report, the applicant is in the process of rehabilitating the Houston & Henderson Freight Depot building into an event and retail space. The Applicant's narrative states that according to the Fire Protection Consulting Group, the abandonment of Market Street is critical for fire access. The abandonment is also necessary in order for the south side of the structure to be used as the main public entrance; and,

WHEREAS, Staff finds the abandonment will not impact the transportation system since this 70-foot portion of Market Street is not an improved street right of way and has been used by the Houston and Henderson Freight Depot to access their loading dock for years; and,

WHEREAS, the property was reviewed pursuant to Texas Local Government Code, Chapter 272.001; and,

WHEREAS, Staff recommends approval of the request for abandonment with conditions as set out in **Section 3** below; and,

WHEREAS, at its meeting of March 19, 2019, the Planning Commission recommended approval of the request; and,

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to abandon this property, subject to the conditions listed 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. The City Council of the City of Galveston, Texas, hereby releases any and all interest in the subject property. The City Council of the City of Galveston, Texas, hereby abandons to applicant approximately **49,000 square-feet of unimproved Market Street right-of-way**, as more detailed in the Staff Report with attachments, attached hereto as **Exhibit 1**, and fully incorporated for all intents and purposes, located in the City and County of Galveston, Texas.

SECTION 3. This abandonment is subject to the following conditions:

Specific Conditions for Abandonment:

1. The applicant shall replat the abandoned street right-of-way and include one 10-foot wide utility easement for the 1-inch H.P. steel service line;
2. The applicant shall notify the City of Galveston of any objections from Center Point Energy and resolve any objection with Center Point;
3. The applicant shall coordinate with Angelo Grasso, or his designee, to determine if an easement is required for the sanity sewer line in the right of way;

Standard Conditions for Abandonment

4. The applicant shall pay for an opinion letter from a licensed appraiser, regarding the market value of the subject property. The licensed appraiser shall be appointed by the City;
5. The applicant will resolve any objections from Center Point Energy regarding the abandonment by submitting a street closure application;
6. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval; and;
7. Upon payment of the property and execution of the Deed without Warranty, a replat of the properties shall be completed within 6 months of the filing of the deed, or prior to the issuance of a building permit for this portion of property, whichever comes first.

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

SECTION 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 the April 25, 2019, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston

AGREEMENT OF GRANTEE

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

I, **Galveston Historical Foundation**, hereby accept the terms and conditions of Ordinance No. 19-____, I assert that I am authorized to execute this agreement. I promise to comply with the terms and conditions of said Ordinance and I agree to make payment of the consideration as required therein.

Executed at Galveston, Galveston County, Texas, this the ____ day of _____, 2019

Galveston Historical Foundation.,
Dwayne Jones, Director

DEED WITHOUT WARRANTY

Effective Date: _____, 2019

Grantor: City of Galveston, Texas

Grantee: Galveston Historical Foundation

Consideration:

Ten Dollars (\$10.00) and other good and sufficient consideration hereby acknowledged.

Property (including any improvements):

That certain real property commonly described as an approximate 49,000 square-feet of unimproved Market Street right-of-way and which is commonly known as adjacent to 3304 Market Street / Avenue D. Adjacent property is legally described as the South 130-Feet of Blocks 573 and 574 along with the adjacent 34th Street and the East 20-Feet of Adjacent 35th Street (573-0-1), in the City and County of Galveston, Texas.

Reservations from Conveyance: All Mineral Interests.

Exceptions to Conveyance and Warranty:

Subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and any applicable taxes for 2018, which will be paid by Grantee.

To HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, his heir and assigns forever. Grantor does GRANT, SELL and CONVEY the property to Grantee without any express or implied warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" "WHERE IS" "WITH ALL FAULTS," with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose.

Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

ATTEST:

THE CITY OF GALVESTON

By: _____
Janelle Williams, City Secretary

By: _____
Brian Maxwell, City Manager

APPROVED AS TO FORM:

City Attorney's Office

ACCEPTANCE

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

By: _____
Galveston Historical Foundation,
Dwayne Jones, Director

STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2019 by **Brian Maxwell, City Manager** of the City of Galveston, Texas.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2019 by **Galveston Historical Foundation, Dwayne Jones??** in his capacity as the **Director??**.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 7, "ANIMALS AND FOWL" OF THE "THE CODE OF THE CITY OF GALVESTON, 1982, AS AMENDED" BY ADDING ARTICLE VIII. "DOGS IN OUTDOOR DINING OR EATING AREAS", TO ALLOW DOGS IN OUTDOOR DINING OR EATING AREAS AT FOOD ESTABLISHMENTS; TO PROVIDE A PENALTY PROVISION; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code of the City of Galveston 1982, as amended provides various regulations relating to animals; and,

WHEREAS, the City of Galveston recognizes that responsible dog owners desire the ability to bring their pet to food establishments where dogs are allowed; and,

WHEREAS, the City of Galveston does not currently have ordinances specifically regulating dogs at food establishments, with outside restaurant patios or outside dining areas; and,

WHEREAS, the Animal Advisory Committee and Staff recommends amending Chapter 7, "Animals and Fowl" to allow dogs in outdoor dining or eating areas, such as on restaurant patios as provided below; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to provide regulations allowing dogs in outdoor dining or eating areas as provided in Section 2 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. The Code of the City of Galveston 1982, as amended, Chapter 7 "Animals and Fowl", is amended by adding Article VIII. "Dogs in Outdoor Dining or Eating Areas", to read and provide as follows:

ARTICLE VIII. DOGS IN OUTDOOR DINING OR EATING AREAS

Sec. 7-50. Dogs in Outdoor Dining or Eating Areas. This Article allows a food establishment to permit dogs in outdoor dining or eating areas as permitted by state law, the requirements of this Article and applicable Texas Food Establishment Rules.

Sec. 7-51. Exemptions. The requirements described in this Article do not apply to a service animal, as defined by Health and Safety Code Section 437.023(c) or to K-9 police dogs.

Sec. 7-52. Standards. Pursuant to state law and this Article, food establishments may allow dogs on the premises of an outdoor patio or outdoor dining area, in accordance with the following standards and conditions:

- (1) A sign stating that dogs are permitted must be posted at the food establishment, in a conspicuous location, so that it is easily visible to the public. The sign may state: "DOG FRIENDLY PATIO - DOG ACCESS ONLY THROUGH OUTDOOR PATIO";
- (2) No dog may enter or be present inside the food establishment;
- (3) The customer and dog must access the area directly from the exterior of the food establishment. An entrance may be provided from the outside of the food establishment to the outdoor patio or outdoor dining area so that a dog will have direct access to the patio without entering the interior of the food establishment;
- (4) No food preparation may be performed in the outdoor patio or outdoor dining area;
- (5) A dog must be kept on a leash or in a dog carrier and remain in the control of the owner while in the outdoor patio or outdoor dining area. The dog must be wearing a collar or harness with a current rabies tag attached to it;
- (6) A dog is not allowed on a seat, table, countertop, or similar surface;
- (7) The food establishment shall have hand sanitizer available at or near all entrances and exits to the outdoor patio or outdoor dining area;
- (8) The outdoor patio or outdoor dining area must be maintained free of visible dog hair, dog dander, and other dog-related waste or debris. Waste created from a dog's bodily functions must be cleaned up with animal friendly chemicals after each occurrence. All dog waste must be disposed of outside of the food establishment in an appropriate waste receptacle. Equipment used to clean the outdoor patio must be kept outside of the food establishment.
- (9) While on duty, wait staff or other food handlers at the food establishment, may not pet or similarly have physical contact with any dog.

Sec. 7-53. Penalty.

- (1) An owner, officer, manager, or other person in charge of a food establishment commits an offense if, personally or through an employee or agent, violates, allows a violation of, or fails to comply with the provisions of this Article, state law or other applicable Texas Food Establishment Rules.
- (2) A person who violates a provision of this Article shall upon conviction be deemed guilty of a Class C misdemeanor and shall be fined a sum not to exceed two hundred dollars (\$200.00) for each offense.

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

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

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

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

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

APPROVED AS TO FORM:

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 25, 2019, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 19-____

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 AMENDING ARTICLE VIII, "CITY OF GALVESTON FLOOD DAMAGE PREVENTION ORDINANCE"; ADOPTING THE CITY OF GALVESTON 2019 FLOOD INSURANCE RATE MAPS (FIRM); ADOPTING THE 2019 FLOOD INSURANCE STUDY (FIS); AND PROVIDING FOR AN EFFECTIVE DATE OF _____, **2019**; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City of Galveston is currently under the 2018 Flood Damage Prevention Ordinance (Ordinance No. 18- 032) and the December 6, 2002 Flood Insurance Rate Maps (FIRM) and (FIS) 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 2018 Flood Damage Prevention ordinance; and,

WHEREAS, the Flood Insurance Rate Maps of 2002 and the Flood Insurance Study (FIS) have been revised by FEMA and a letter of final determination from FEMA has been issued to the City pertaining to their adoption. Per FEMA's letter of final determination, the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) must be in effect by August 15, 2019; and,

WHEREAS, Staff desires to be in compliance with the National Flood Insurance Program (NFIP) as administered by FEMA and recommends adopting all of the 2019 Flood Insurance Rate Maps (FIRM) and the Flood Insurance Study applicable to the jurisdiction of the City of Galveston and updating the corresponding flood damage prevention ordinance as provided below; 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 amending Article VIII, "City of Galveston Flood Damage Prevention Ordinance"; and adopting the City of Galveston 2019 Flood Insurance Rate Maps and providing for an effective date of _____ 2019.

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

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

SECTION 2. The City of Galveston 2019 Flood Insurance Rate Maps (FIRM) and the 2019 Flood Insurance Study (FIS) are incorporated herein for all intents and purposes and are hereby approved and adopted by the City Council of the City of Galveston and copies of which are on file in the office of the City Secretary and are made available on the City of Galveston's website under the Development Services Department.

SECTION 3. The Code of the City of Galveston, 1982, as amended, Chapter 10, "Building Code", Article VIII. "Flood Damage Prevention", is hereby amended to read and provide as follows:

ARTICLE VIII. CITY OF GALVESTON FLOOD DAMAGE PREVENTION ORDINANCE.

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 August 15, 2019", with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated August 15, 2019 and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

Sec. 10-80. Administration

A. Designation of the Floodplain Administrator

The Building Official or designee 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.

C. Permit Procedures

- (1) Application for a Floodplain 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:

- (2) Approval or denial of a **Floodplain** Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

D. Variance Procedures

- (1) The Building Board of **Adjustments and Appeals** ~~and Adjustments~~, (herein Appeal Board), shall hear and render judgment on requests for variances from the requirements of this ordinance.

E. Floodways

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:

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 on 2019 , 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 March 28, 2019, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



City of Galveston

Development Services Department

Tim Tietjens, Director
ttietjens@galvestontx.gov | 409 797 3668 | www.galvestontx.gov

April 15, 2019

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

Subject: Consider for action adopting the 2019 Final Flood Insurance Rate Maps and the corresponding Flood Insurance Study, and an amendment to the City of Galveston's Flood Damage Prevention Ordinance; and establishing an effective date for the three documents.

I. Background

- A. The City is currently under the 2002 Flood Damage Prevention Ordinance No. 02-085(with an amended date of implementation pursuant to 02-086) and the 2002 Flood Insurance Rate Maps.
- B. The National Flood Insurance Program (NFIP) requires the City to adopt new flood insurance rate maps (FIRMs) as a condition of eligibility in the National Flood Insurance Program. Floodplain management regulations must meet the standards set forth under Section 1361 of the National Flood Insurance Act of 1968.
- C. The City received the draft preliminary FIRMs in 2012 and successfully appealed certain aspects of the maps, receiving approval of the appeal in April of 2015. The appealed maps were then posted on the City of Galveston web site for public awareness and review from 2015 to 2018 in which minor scrivener revisions were added by FEMA in a subsequent revision. The resulting 2018 revised preliminary FIRMs were updated and remain posted today.
- D. The Letter of Final Determination (LFD) was received February 20, 2019 as dated February 15, 2019. This requires the city to adopt, within 6 months of date of the LFD, the Revised Preliminary FIRM and the accompanying Flood Insurance Study (FIS) as well as any necessary revision to the Flood Damage Prevention Ordinance. Since the March Council workshop, the final FIRMs and FIS have been received and analyzed for consistency. The direction at the workshop was to prepare the ordinance for adoption along with the FIRMs an FIS and leave the effective date blank for Council consideration.





City of Galveston

Development Services Department

Tim Tietjens, Director

ttietjens@galvestontx.gov | 409 797 3668 | www.galvestontx.gov

- E. The proposed City Flood Damage Prevention Ordinance has also now been updated to meet the required standards of paragraph 60.3(e) of the NFIP regulations (44 CFR 59, etc.)
- F. The City must adopt the new FIRMs and must have an effective date of no later than August 15, 2019. If the maps are not adopted or the City fails to enact the necessary floodplain management regulations, the City will be suspended and possibly lose its standing in the NFIP.
- G. Loss of NFIP could lead to loss of flood insurance for the citizens in the City of Galveston with flood insurance policies.

II. **Current Situation**

- A. City is currently operating under the 2002 Flood Damage Prevention Ordinance No. 02-085(with an amended date of implementation pursuant to 02-086) and 2002 Flood Insurance Rate Maps. The City's Flood Damage Prevention Ordinance and 2002 Flood Insurance Rate Maps are no longer in full compliance with the NFIP.
- B. The proposed ordinance narrative does not quite mirror the existing narrative adopted in 2002, but it is very close. (Please see attached ordinance with highlighted revisions sections only, and the additional copy of the full document with revisions.)

III. **Alternatives in order of priority**

- A. City Council adopts the proposed Flood Damage Prevention Ordinance, the Final Flood Insurance Rate Maps (FIRMs) and the corresponding Flood Insurance Study (FIS) and makes all three documents effective in final form for the purposes of regulation at a date prior to August 15, 2019.
- B. City Council adopts the proposed Flood Damage Prevention Ordinance, the Final Flood Insurance Rate Maps (FIRMs) and the corresponding Flood Insurance Study (FIS) and makes all three documents effective in final form for all purposes on August 15, 2019. It has been suggested by FEMA that the adoption be approved as soon as possible so the public is aware of the schedule, and effective date be listed in the adopting ordinance as August 15, 2019.





City of Galveston

Development Services Department

Tim Tietjens, Director

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1. Cost – Undetermined - City of Galveston Citizens would be heavily impacted if there were a loss of flood insurance.
2. Timing – Must be in effect no later than August 15, 2019

IV. Recommendation

The City adopt the 2018 Final Flood Insurance Rate Maps with the corresponding Final Flood Insurance Study and the Flood Damage Prevention Ordinance. To make all three documents effective for regulatory purposes on June 15, 2019 so as to make the public aware of the new maps/requirements through a public information campaign.

V. Fiscal Impact Report

Requested by	David Ewald Building Official, Floodplain Manager
Funding Source	N/A
Savings Estimation	City of Galveston Citizens would be heavily impacted if there were a loss of flood insurance.

Attachments:

Proposed Flood Damage Prevention Ordinance with version showing changes only;
The Final Flood Insurance Rate Maps; available on website
Final Flood Insurance Study (FIS); available for review in the Building Division.

Respectfully Submitted,

Tim Tietjens
Director of Development Services



ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, APPROVING AND ADOPTING THE AMENDED OPERATING BUDGET OF THE GALVESTON INDUSTRIAL DEVELOPMENT CORPORATION; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston Industrial Development Corporation (IDC) resolved to amend their operating budget by transferring \$150,000.00 in the Parks Silo Funds from the Little League Complex Maintenance line item into the IDC Parks Work Crew line item.

WHEREAS, such transfer allows the City to be more flexible in its use of its work crews for maintenance of all of its parks.

WHEREAS, the IDC approved the transfer at its March 5, 2019 meeting.

WHEREAS, public notice of the budget amendment was advertised in the Galveston Daily News on March 7, 2019 and a public hearing was held April 2, 2019 at a regularly scheduled IDC meeting.

WHEREAS, the City Council of the City of Galveston deems it in the public interest to approve of the budget amendment by the IDC.

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

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

SECTION 2. The City Council hereby approved and adopts the budget amendment of the IDC approved by the Board of Directors on March 5, 2019 and included with this ordinance as Exhibit A.

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

SECTION 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. The City Council officially finds, determines, and declares that sufficient notice of the date, hour, place, and subject of each meeting at which this Ordinance was discussed, considered, or acted upon was given in the manner required by the Texas Government Code and Texas Local Government Code, and that each such meeting has been open to the public, as required by law, at all times during such discussion, consideration, and action. The City Council ratifies, approves, and confirms such notices in the contents and posting thereof.

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the City 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 a regular meeting held on the 25th day of April, 2019, as the same appears in records of this office.

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

Secretary of the City Council
Of the City of Galveston

City of Galveston



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

Staff Report

April 25, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for approval an Ordinance of the City of Galveston, Texas, approving and adopting the amended operating budget of the Galveston Industrial Development Corporation; making various findings and provisions related to the subject; providing for an effective date.

I. Background

- A. The Industrial Development Corp (IDC) approved the Resolution during the March 5, 2019 IDC meeting.
- B. The Public Notice was run in the Galveston Daily News on March 7, 2019.
- C. The Public Hearing was held at the April 2, 2019 Industrial Development Corp. (IDC) meeting.

II. Current Situation

- A. The Industrial Development Corporation was requested to consider approval of a Resolution of the Board of Directors of the Industrial Development Corporation, amending the IDC operating budget to transfer Parks Silo Funds from the "Little League Complex Maintenance" line item into the "IDC Parks Work Crew" line item.
- B. Description of Work
 - a. The increase in IDC Work Crew expenditures will allow the IDC Work Crew to meet the increased demand in maintaining IDC funded projects and park improvements throughout the City of Galveston in accordance with the Community Revitalization Project Resolution approved by the IDC Board of Directors.

III. Recommendation

Approve the Ordinance amending the operating budget of the Industrial Development Corporation.

IV. Fiscal Impact Report

Staff

Garrett McLeod

Funding Source

4B IDC Funds – Parks Silo

Cost	\$639,000.00
------	--------------

V. Economic Impact

The increase in expenditures will provide the IDC Work Crew the necessary means to provide preventative maintenance to IDC funded projects and park improvements, as well as the continued implementation of the Community Revitalization Project. This correlates directly with the enhancement of city amenities and the quality of life for Galveston residents, visitors of Galveston, and the draw of potential development.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

RESOLUTION NO. 19-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING A BUDGET AMENDMENT FOR THE CORPORATION.

* * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby amend the 2018-2019 budget of the corporation to reflect that the amount of expenditure in Fiscal Year 2019 for the IDC Work Crew project will be Six Hundred Thirty-Nine Thousand Dollars (\$639,000.00), with Two Hundred and Sixty Thousand (\$260,000.00) being budgeted for IDC project maintenance and Three Hundred and Sixty Thousand (\$369,000.00) budgeted for the Concrete Crew operations.

PASSED, APPROVED, AND RESOLVED on this 5th day of March 2019.

James D. Yarbrough, President
Board of Directors

ATTEST:

Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

Arthur L. Pertile, III
Counsel for the Corporation

Exhibit “A”

Amended IDC Operating Budget

Amended IDC Budget FY 2019 - 3/5/2019

3190 918100 3191 918400 3192 918500 3193 918600

	Total FY 18	Total FY 19	Beach	ED	Parks	Infra.	
Operating Costs:							
Support Staff	50,000	50,000	12,500	12,500	12,500	12,500	
Management	100,000	100,000	25,000	25,000	25,000	25,000	
Legal	50,000	50,000	12,500	12,500	12,500	12,500	
Coastal Resource Manager/Floodplain Admin.	75,672	75,672	75,672				
GIS Analyst/Specialist	73,327	73,327	18,331.75	18,331.75	18,331.75	18,331.75	
Economic Dev. Coordinator	42,500	80,000		80,000			
Asst. Coastal Resource Manager	42,500	65,000	65,000				
Lasker Pool	250,000	400,000			400,000		
Little League Park	150,000	150,000					
Concrete Work Crew (Phases I & II)	369,000	369,000					369,000
Parks Work Crew (Phase III)	110,000	110,000			260,000		
Total Operating Costs:	1,312,999	1,522,999	209,004	148,332	728,332	437,332	1,522,999
Contractual Services:							
<i>Consultant Services (531004)</i>							
Legislative and Technical Services*	85,000	100,000	25,000	25,000	25,000	25,000	
Beach Access Plan Consultant*	133,500	50,000	50,000				
Windstorm Consultant *	15,000	15,000		15,000			
<i>Other Contracts (531125)</i>							
Beach Profiles/Survey Contract *	264,500	165,000	165,000				
Post-Storm Survey *	163,305	165,000	165,000				
GEDP *	75,000	50,000		50,000			
<i>Attorney's Fees (531006)</i>	20,000	20,000	5,000	5,000	5,000	5,000	
Total Contractual Services:	756,305	565,000	410,000	95,000	30,000	30,000	565,000
Promotional Expenses: (Capped at 10% of Total 4B Revenue approx. \$500,000)							
<i>Marketing (530014)</i>							
GEDP Developer Conference *	10,000	10,000		10,000			
Target Marketing Initiatives *		75,000		75,000			
Advertising (Legal Notices)	2,000	2,000	500	500	500	500	
Total Promotional Expenses:	12,000	87,000	500	85,500	500	500	87,000
Misc. Expenses:							
<i>Meeting Expenditures (544032)</i>	1,000	1,000	250	250	250	250	
Economic Dev. Operating Expenses (1)		25,000		25,000			
Total Misc. Expenses:	1,000	26,000	250	25,250	250	250	26,000
Total Fiscal Year IDC Budget	2,082,304	2,200,999	619,754	354,082	759,082	468,082	2,200,999

(1) Economic Dev. Operating Expenses to include: Expenses for conferences, prospect development meetings, and memberships.

* Requires Board approval before expenditure

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, PROCLAIMING MAY 21 OF THIS YEAR AND EVERY YEAR HENCEFORTH AS GEORGE MITCHELL DAY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THIS SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, although the Mitchells conducted philanthropic acts in a great number of Texas communities, the City Council recognizes the important and abundant contributions that Cynthia and George Mitchell provided directly to the City of Galveston; and

WHEREAS, George Mitchell was born on Galveston Island in 1919 to a Greek immigrant and graduated from Ball High School before he left for Texas A & M University to study petroleum engineering and geology; and

WHEREAS, a mere few of the contributions made by the Mitchells to Galveston Island include – the revival of Mardi Gras! Galveston; restoration of the Downtown Historic District including the 1839 Tremont House Hotel and contributions to refurbish the Grand 1894 Opera House; the rebirth of the Seawall with the construction of the San Luis Hotel and the restoration of the Galvez Hotel; donations to the Galveston campuses of both the University of Texas Medical Branch and Texas A & M University; donations of land; and developments throughout the island; and

WHEREAS, while George Mitchell may have amassed a fortune as an oil giant and developer, he shall be forever remembered as a visionary along with his wife Cynthia; and

WHEREAS, the City Council of the City of Galveston deems it in the public interest to proclaim May 21st of this year and every year henceforth as George Mitchell Day.

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, does hereby proclaim that May 21 of this year and every year henceforth shall be known as George Mitchell Day.

SECTION 3. This Resolution shall be effective upon its passage and approval.

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 as its Regular Meeting held on the 25th day of April, 2019, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF GALVESTON SUSPENDING THE MAY 10, 2019 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; 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, on or about April 5, 2019, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Galveston ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective May 10, 2019; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") and will cooperate with the other similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, GCCC's member cities have previously authorized intervention in electric utility rate case proceedings before the Public Utility Commission of Texas; and

WHEREAS, GCCC has previously authorized the hiring of Thomas Brocato and Chris Brewster of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the May 10, 2019, effective date of the rate request submitted by CenterPoint on or about April 5, 2019, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. That the City is authorized to cooperate with GCCC to coordinate efforts to protect the interests of the City and protect the interests of CenterPoint's end-use customers residing and conducting business within municipal limits.

3. That the City's reasonable rate case expenses shall be reimbursed by CenterPoint on a timely basis.

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.

5. A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Chris Brewster at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (cbrewster@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2019.

MAYOR

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

City of Galveston



City Attorney's Office

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

MEMORANDUM

To: Mayor and Members of Council

From: Donald Glywasky, City Attorney

Date: April 18, 2019

RE: Resolution related to Centerpoint Energy Houston Electric Rate Increase

CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") filed an application on April 5, 2019 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$161 million per year. The Company asks the City to approve an increase in \$154 million in retail transmission and distribution rates (an increase of about 7.4%) and \$6.8 million in wholesale transmission rates (an increase of about 1.8%). According to CenterPoint, the impact on an average residential customer would be an increase of about \$2.38 per month.

The resolution before Council suspends the May 10, 2019 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other members of GCCC served by CenterPoint to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CenterPoint's rate request is deemed approved.**

The City of Galveston is a member of a coalition of political subdivisions in the Greater Houston area known as the Gulf Coast Coalition of Cities (“GCCC”). The Coalition has been in existence since the early 1990s. The GCCC represents the interests of its members on gas and electric utility matters before the Public Utility Commission, the Railroad Commission, the Electric Reliability Council of Texas and the courts. For the past 20 years, GCCC has protected the authority of municipalities over monopoly electric and natural gas providers and has defended the interests of the residential and small commercial customers within the cities. Cities are often the only consumer advocates that work to keep utility rates reasonable. The work undertaken by GCCC has saved ratepayers millions of dollars in unreasonable charges. The GCCC has previously approved the hiring of Thomas Brocato and Chris Brewster of the Lloyd Gosselink law firm and consultants to intervene in matters related to the electric utility rate case filings, representing GCCC members’ interests.

Current members include the following 39 cities: Alvin, Brazos Country, Brookshire, Bunker Hill Village, Clear Lake Shores, Deer Park, Dickinson, Friendswood, Fulshear, Galveston, Hedwig Village, Hilshire Village, Hunters Creek, Iowa Colony, Jersey Village, Kemah, Lake Jackson, La Marque, Manvel, Missouri City, Mont Belvieu, Morgan’s Point, Nassau Bay, Oyster Creek, Piney Point Village, Pleak, Rosenberg, Santa Fe, Seabrook, Sealy, Simonton, South Houston, Spring Valley Village, Sugar Land, Taylor Lake Village, Texas City, Tiki Island, Webster, and Weston Lakes.

The following explains the resolution.

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on CenterPoint’s request to raise rates by May 10, 2019.

Section 2. This provision authorizes the City to participate in a coalition of cities served by CenterPoint, GCCC, in order to more efficiently represent the interests of the City and their citizens.

Section 3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the GCCC cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both CenterPoint's counsel and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RESOLUTION NO. 19-____

**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.**

WHEREAS, in 2017, City Council approved an Interlocal Agreement between the City and Harris County RIDES for implementation of a \$150,000 Pilot Project, in order to determine the efficiency and effectiveness of subsidized taxis for Dial-A-Ride service needs within the Island Transit service area.; and,

WHEREAS, such pilot program has been more successful than initially forecast, representing savings of over 65% per trip delivered; and,

WHEREAS, Island Transit wishes to continue to expand the utilization of the RIDES program over the coming year; and,

WHEREAS, such expansion requires an amount not to exceed \$550,000.00; and,

WHEREAS, pursuant to the Act, Galveston and Harris County are authorized to contract with eligible entities to provide governmental functions and services.

WHEREAS, the City Council deems it in the public's interest to extend the agreement with Harris County to extend the previously executed Harris County RIDES program, attached hereto as Exhibit A.

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

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

SECTION 2. The City Council of the City of Galveston hereby approves the extension of the Interlocal Agreement, in substantially the same form as "Exhibit A" attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement attached hereto as Exhibit A, as approved by the City Attorney.

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

APPROVED AS TO FORM:

MEHRAN JADIDI
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 25th day of April 2019, as the same appears in records of this office.

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

Secretary for the City Council
Of the City of Galveston



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

April 8, 2019

Rick Beverlin
City of Galveston Texas
823 Rosenberg, Suite #203
Galveston, Texas 77553

**RE: Agreement Renewal with Harris County Transportation Services "RIDES" Program
PJ188140**

Dear Mr. Beverlin,

The agreement to Provide Transportation services RIDES Program, expires **May 8, 2019**. If you will renew the Agreement under the same terms and conditions as the awarded agreement **at the revised budget of \$550,000.00**, please sign and return this document to the H/C Purchasing Department, Attn: Farrah Simon, by **April 12, 2019**. You may respond by fax 713-437-8417 or by email to: Farrah.simon@pur.hctx.net

Please advise immediately if your company does not wish to renew.

If you have any questions, you may contact me by phone at 713-274-4425 or email, farrah.simon@pur.hctx.net

Sincerely,

Farrah Simon
Buyer

FS

City of Galveston, will renew the Agreement under the same terms and conditions as the awarded the agreement at the **revised budget of \$550,000.00** for the term May 9, 2019 through May 8, 2020

Signature for Renewal

Date

Printed Name & Title

INTERLOCAL GOVERNMENTAL AGREEMENT FOR RIDES PROGRAM

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and City of Galveston - Island Transit, an entity providing public transportation situated in Galveston County, Texas hereinafter referred to as "COG." The County and COG may each be referred to herein as a "Party" or collectively as the "Parties." County, by entering into this agreement, acknowledges that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

RECITALS:

WHEREAS, the parties are political subdivisions of the State of Texas and are authorized to enter into an agreement with each other relative to governmental functions and services by the Interlocal Cooperating Act, Texas Government Code, Chapter 791; and

The County through the RIDES program ("RIDES"), provided by the Harris County Community Services Department, Office of Transit Services, offers non-emergency alternate transportation services to elderly and disabled residents of Harris County who are unable to access alternate transportation for medical trips, work trips and other essential needs trips to remain independent in the community.

COG-Island Transit provides public transportation such as fixed route, demand response service and commuter services.

The COG desires to coordinate the provision of non-emergency transportation services with Harris County RIDES for people who are elderly or disabled and have no alternate transportation.

For and in consideration of the mutual covenants and agreements of the Parties hereto, it is agreed as follows:

TERMS

I. SCOPE OF SERVICES

Section 1.01 Upon request from COG the County will provide non-emergency non-holiday transportation, 24 hours per day, 7 days a week, for clients who need transportation services on Galveston Island. Service may not be operable during emergency conditions such as disasters and weather related events where operating transportation services is dangerous to transportation providers and or clients. Service is dependent upon available vendors.

Section 1.02 Within 90 minutes of receiving a request from a client for transportation service, the County will order a vendor, currently under contract with Harris County through the RIDES program, to collect the client for their transportation needs.

Section 1.03 COG will (i) pre-screen for client eligibility, (ii) pre-screen for service area specifications, and (iii) register clients. COG will also provide on their registration form the assigned card number and initial load value amount for the RIDES card. COG will fax or email the registration form to County RIDES staff. The County will provide a supply of inactive cards to COG.

Section 1.04 The County will input the client into the RIDES system when the RIDES staff receives the registration form and activate the card. Said mailing will include the provider list and other client educational materials that the County determines useful to the client.

Section 1.05 The client will be responsible for making a reservation directly with the provider participating in the program for COG.

Section 1.06 The County will handle all service complaints through the County's RIDES staff.

Section 1.07 Invoicing and Budget.

A. The County will invoice COG for non-emergency one-way trips taken based upon the number of Transportation Notification Requests received. COG will provide the amount of transportations provided to County by the 15th of each month for trips taken in the previous month (one month in arrears). COG will pay the County the metered cost of the one way transportation plus a 15% service delivery fee. All transportations are capped at \$24.00 per one-way trip. The electronic fare card used by the client will not conduct transactions more than \$24.00. In the event the client accrues a fare higher than the \$24.00 fare, it will be client's responsibility to pay any amount over \$24.00 to the driver by cash or credit card. Neither the County nor COG will be responsible to cover any amount over the \$24.00 cap of a taxi trip.

B. The County will invoice COG the actual metered cost of each one-way transportation, which shall not exceed \$24.00 per one-way trip. The invoice will include the following supporting documentation: client name, client number, the pick-up address and time, pick-up destination and time and trip date, and fare amount. The County will bill COG for all transportations taken by COG clients.

C. The County will invoice COG for clients who schedule transportation under this program but fail to cancel their appointment, hereinafter referred to as a "No-Show". Such No-Show shall be billed by the taxi provider at the cost of \$12.50 per No-Show.

D. The County will invoice COG \$5.00 for each card issued to COG's clients and \$5.00 each for all replacement cards.

E. The County will invoice COG \$0.35 per transaction. Each one-way trip is considered a transaction.

F. The Parties agree that the volume of trips will be approximately _____ non-emergency trips per month. The number of trips requested for service over the 12 month period will be monitored and controlled by COG. The one-year budget for the program is estimated at \$150,000. COG will only be responsible for the expenses of trips provided. The Parties will monitor monthly

expenditures. In the event that the monthly expenditures are greater than current estimates, the Parties will amend this Agreement for COG to appropriate additional funds.

G. COG will pay all undisputed invoices within 30 days after receipt.

Section 1.08 Reports.

A. Harris County will provide COG access to the RIDES web-based system to view and export trip reports specific for their clients.

II. STANDARDS

Section 2.01 In performing the services set forth in this Agreement, the Parties agree to perform all obligations thereunder in accordance with generally accepted standards applicable thereto, and in compliance with all applicable federal, state, or local laws, rules, regulations, and ordinances that in any manner affect the parties' performance of all obligations required by this Agreement.

III. TIME OF PERFORMANCE

Section 3.01 The term of this Agreement shall begin after approval and execution by both Parties and end one year after the execution date, unless sooner terminated under any provision hereof. After termination, COG will remain responsible for reimbursement to the County for any services provided hereunder during the term of the Agreement and paid for by the County.

Section 3.02 This Agreement may be extended by mutual agreement of the Parties, in writing, for four (4) one year terms.

IV. NON-PERFORMANCE

Section 4.01 COG shall not be required to compensate the County for any trips not provided. Compensation shall only be provided to County by COG if funds have been lawfully appropriated for such services, in an amount not to exceed \$150,000 for the twelve (12) month term. If the County is unable to provide services hereunder, the sole remedy of COG shall be termination of this Agreement as set forth below.

V. TERMINATION

Section 5.01 This Agreement shall terminate upon either Party giving the other Party at least thirty (30) days prior written notice of its intent to terminate. Should COG terminate this Agreement as provided in this paragraph, COG agrees that the payment in full of any and all payments owed the County by COG is a condition precedent to termination.

VI. NOTICE

Section 6.01 Notices and communications sent by COG to the County under this Agreement shall be mailed by registered or certified United States Mail, postage prepaid (return-receipt requested) or delivered to the County at the following address:

Harris County

Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054
Attention: Vernon Chambers – Office of Transit Services

Notices and communications sent by the County to COG under this Agreement shall be mailed by registered or certified United States Mail, postage prepaid (return-receipt requested) to the following address:

City of Galveston
823 Rosenberg
Galveston Island, TX 77550
Attention: Rick Beverlin
Insert Title: Assistant City Manager

Any notice mailed by registered or certified United States Mail, postage prepaid, return-receipt requested, as hereinabove provided, shall be deemed given upon deposit in the United States Mail.

VII. ENTIRE AGREEMENT

Section 7.01 This instrument contains the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except as set forth in a subsequent modification in writing signed by the Parties.

VIII. SEVERABILITY

Section 8.01 If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein.

IX. NO PERSONAL LIABILITY

Section 9.01 Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to this Agreement, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either the County or COG.

X. GOVERNING LAW AND VENUE

Section 10.01 This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive forum is a state or federal court of competent jurisdiction in Texas.

XI. MERGER

Section 11.01 The Parties agree that this Agreement contains all the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

XII. EXECUTION

Section 12.01 Multiple Counterparts: This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

CITY OF GALVESTON

By: Brian Macaell
Name: Brian Macaell
Title: CITY MANAGER
Date: 4/27/17

HARRIS COUNTY

By: David Turkel
DAVID TURKEL
EXECUTIVE DIRECTOR

Attest:

Shirley Williams
City Secretary's Office

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: Amy Samples
Amy Samples
Assistant County Attorney
C.A. File 17GEN0501

APPROVED AS TO FORM
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

By: Mehran Jadidi

ORDER OF COMMISSIONERS COURT

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on MAY 09 2017, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH CITY OF GALVESTON

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	☒	☐	☐
Comm. Rodney Ellis	☒	☐	☐
Comm. Jack Morman	☒	☐	☐
Comm. Steve Radaok	☒	☐	☐
Comm. R. Jack Cagle	☒	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Executive Director of the Harris County Community Services Department is authorized to execute on behalf of Harris County an Interlocal Agreement between Harris County and the City of Galveston for the County to provide non-emergency medical transportation as part of CSD's RIDES Program at a reimbursable cost to the County that is not to exceed \$150,000. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners' Court

MAY 09 2017

APPROVE clm

Recorded Vol. _____ Page _____

City of Galveston



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

Staff Report

April 16, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an extension of the original Interlocal Agreement between the City of Galveston, Texas and Harris County (dba Harris County RIDES) in support of Subsidized Taxi Services for the delivery of ADA Paratransit/Demand Response Transit Services.

I. Background

- A. ADA Paratransit/Demand Response is a curb to curb public transit service for qualifying individuals that otherwise may not be able to utilize traditional fixed route services, due to an inability to navigate the fixed route system.
- B. ADA Paratransit/Demand Response services are traditionally the costliest type of transit service to provide, with the actual cost to deliver the service in the \$20+ per trip price range.
- C. Harris County manages a subsidized taxi service for Dial-A-Ride services, including qualification of participating taxi services to ensure compliance with federal and state transit funding requirements.
- D. In 2017 City Council approved an Interlocal Agreement (Attached) between the City and Harris County RIDES for implementation of a \$150,000 Pilot Project, in order to determine the efficiency and effectiveness of subsidized taxis for Dial-A-Ride service needs within the Island Transit service area.
- E. In 2018 City Council approved a contract extension for RIDES, in the amount of \$300,000 in in trip costs could be provided through the RIDES program. This has resulted in to 65% of total ADA paratransit trip demand, as originally projected 1 year ago.
- F. Based on the first 6 months of FY 2019, the RIDES program has resulted in an average per trip cost of \$15.84 per trip, which is at least 25% cheaper than direct service delivery by Island Transit.
- G. At this time, staff is recommending transitioning the vast majority of Island Transit's ADA Paratransit trips to the Harris County RIDES Program over the next 12 months.

II. Current Situation

City Council is requested to consider extension of the Interlocal Agreement between the City and Harris County, in an amount not to exceed \$550,000, and thereby authoring the City Manager to execute.

III. Alternatives in order of priority

A. City Council approves the Interlocal Agreement extension.

1. Cost – Savings, up to 25%+ per trip are estimated based on 2019 actual expenses.
2. Timing – As soon as possible.
3. Divisional Improvements – Reduces General Fund expenses associated with Island Transit's Dial-A-Ride services.

B. City Council does not approve the Interlocal Agreement.

1. Cost – Dial-A-Ride Costs would continue to increase.
2. Timing – N/A
3. Divisional Improvements – None anticipated; Dial-A-Ride costs will continue to be an increasing cost of Island Transit's operating budget

IV. Recommendation

Concur in Alternative A and approve extension of the Interlocal Agreement, in an amount not to exceed \$550,000, and authoring the City Manager to execute the attached letter agreement thereof.

V. Fiscal Impact Report

Requested by	Rick Beverlin Assistant City Manager
Funding Source	FTA 5307 and Local Share (General Fund) Matching Dollars
Savings Estimation	25%+ cost savings per trip provided

VI. Environmental Impact

N/A

Respectfully Submitted,

Rick Beverlin
Assistant City Manager

RESOLUTION NO. 19-__

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.

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program; and

WHEREAS, the Federal Aviation Administration has indicated that annual governmental approval is necessary to provide aerial spraying services over the territories of general purpose governments; and

WHEREAS, aerial spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the best interest of its residents to approve the aerial spraying over its territory;

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 of the annual aerial spraying over its territory for the abatement of mosquitoes providing such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies.

SECTION 3. The City Secretary is directed to send a certified and true copy of this Resolution to the Galveston County Mosquito Control District at 5115 Highway 3, Dickinson, Texas, 77539.

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 ____day of April, 2019, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



City of Galveston

FINANCE DEPARTMENT

PO Box 779 | Galveston, TX 77553-0779
mloftin@galvestontx.gov | 409-797-3562

To: Brian Maxwell, City Manager
Mayor and City Council

From: Michael W. Loftin
Assistant City Manager - Finance

Date: April 25, 2019

Subject: A motion to approve a Debt Management Policy for the City of Galveston and its component units.

BACKGROUND

1. The City of Galveston is adopting best practices for local government finance to provide assurances to Galveston taxpayers, investors and rating agencies that Galveston's finances are being handled so as to minimize risk to publicly held assets.
2. The Government Finance Officers Association (GFOA) has published a best practice paper on Debt Management policies (see attachment).

CURRENT SITUATION

1. The City of Galveston has been issuing and managing its outstanding debt and related bond proceeds in accordance with state and federal law and best practice, but has no formal debt management policy in place at the present time.
2. The City's financial management staff has developed a debt management policy that addresses the various areas of debt management as discussed in the GFOA best practice white paper.
3. The policy is primarily intended to protect the City from exposure to the risk of inappropriate or inadequately secured debt issuance by the City itself or its component units.
4. Component units include organizations whose board is selected and appointed by City Council and whose bond issues and/or expenditures of those bond sale proceeds must be countersigned or otherwise approved by City Council or city officials acting under the authority of the City Council. (See page two of the attached policy statement.)





City of Galveston

FINANCE DEPARTMENT

PO Box 779 | Galveston, TX 77553-0779
mloftin@galvestontx.gov | 409-797-3562

ISSUES

1. Taxes levied and collected on a citywide basis are typically pledged when bonds are sold to provide the source of repayment to bond holders. In such cases, the City Council is normally required to authorize the bond sale directly or indirectly. These policy statements apply to bond sales of this type.
2. Certain bond sales may involve a pledge of non-tax revenue as a primary means of repayment and are considered self-supporting for this reason. However, these bonds will also normally involve an underlying pledge of property tax or other City revenue to assure bond buyers that the City backs the bonds. In such cases, the City's underlying pledge stands as a means of extending the City's credit and bond rating to ensure the bond sale is rated more favorably, gaining lower interest rates and saving local dollars. These policy statements also apply to bond sales of this type.
3. Component units may be authorized to sell bonds in such a way as to segregate the City itself from exposure to having to underwrite or otherwise act as guarantor on the bonds. Typically these type of sales result in some benefit to the community and may add value to City owned assets. For this reason, there is added risk and exposure of the City and its taxpayers to having to pay the debt service in question, and these policy statements apply to bond sales of this type.
4. The City Council, by passage of the policy, indicates its willingness to force restrictions on itself to benefit the taxpayers. Nothing less can be expected of its component units, requiring they meet the same standards. Quoting from page two of the policy:

"This policy is applicable to the City and/or its component units including but not limited to:

- a. The City of Galveston,*
- b. The Park Board,*
- c. The Industrial Development Corporation,*
- d. The Galveston Wharves,*
- e. The Galveston Port Facilities Corporation,*
- f. The Galveston Housing Finance Corporation,*
- g. The Galveston Property Finance Corporation, and, where applicable*
- h. The Galveston Island Redevelopment Authority, Tax Increment Revitalization Zones, and Public Improvement Districts."*





City of Galveston

FINANCE DEPARTMENT

PO Box 779 | Galveston, TX 77553-0779
mloftin@galvestontx.gov | 409-797-3562

5. The policy requires:
 - a. Adherence to state and federal law as well as the city charter;
 - b. Bonds be justified on specific long term financial planning and specific project definitions to justify the bond sale amount and the period used to retire the bonds;
 - c. All structures allowed by law to be used prudently and in the case of variable rate debt, to adhere to the standards set in the policy for moderation as a part of a larger bond portfolio;
 - d. That professional service firms retained to complete the sale will be selected through competitive processes;
 - e. That bond proceeds will be invested, assigned, expended and reported as a part of the City's investment pool and in accordance with the city charter; and
 - f. That the City maintain an emergency line of credit as it has for over a decade as provided by state law.

RECOMMENDATION

Approve the recommended debt management policy.



**DEBT MANAGEMENT POLICY
CITY OF GALVESTON
APRIL 2019**

Overview

The City of Galveston is authorized by federal law, Texas law and City Charter to issue long-term debt to finance the cost of public improvements over a period not to exceed the life of each improvement. The process of issuing debt, making debt payments, and reporting results is heavily regulated by state and federal law. The management of debt proceeds, including investment, appropriation, and spending is also heavily regulated and must be addressed to ensure transparency to the public, responsiveness to oversight and reporting agencies, as well as compliance with internal controls, records requirements and security for cash proceeds.

Purpose

The purpose of the City's Debt Management Policy is to establish and maintain well-defined guidelines for issuing new debt, as well as managing outstanding debt. This Policy will ensure the City sustains a strong debt management program, achieves manageable borrowing costs, and maintains the greatest flexibility to meet the City's needs.

Definitions

Long-Term debt may be issued to finance major capital improvements: i.e. to purchase facility/venue sites, to finance infrastructure improvements, construction of new facilities, significant expansions of existing facilities, extensive remodeling of existing structures and the equipping thereof. Depending upon the location of the facilities, one or more of the following options may apply:

1. **Public Improvement Bonds** – Also known as General Obligation bonds or GO's; Used for the construction, acquisition, and equipping of buildings, and the purchase of necessary sites for buildings; Public Improvement bonds (GO's) are intended to provide long-term financing for facilities payable by the City's ad valorem taxes. GO bonds issued for refunding of existing bonds (see Debt Refunding below) do not require voter approval. Authority to issue GO bonds for new projects and repay the bonds using ad valorem (property) taxes must be approved by the voters prior to issuance.
2. **Certificates of Obligation** – Certificates of Obligation (CO's) may be used to fund projects where both property taxes and revenues are pledged repayment sources for the same projects as GO bonds as well as equipment, including vehicles, computers, radios and major equipment and machinery that is not a part of a facility rebuild project. The use of CO's may occur when a credit rating upgrade will be the result of the dual pledge of revenues. Certificates of Obligation may be approved by City Council after meeting special public notice requirements under State law regarding the sale.
3. **Revenue Bonds (Senior Lien and Junior Lien)** – Capital requirements for the construction, acquisition, and equipping of projects that are supported by revenues other than property tax revenues, such as Utility System, Wharves and Terminal Revenue Bonds, or Hotel Occupancy Taxes.
4. **Self-Supporting debt** – Bonds issued with an underlying property tax pledge that are planned and administered so as pay all debt service with reliable revenues streams other than property taxes, including sales taxes, water and sewer revenue, special district assessments, tax increment reinvestment zones (TIRZs).

4. **Debt Refunding** – The refinancing and/or restructuring of existing debt is used in order to take advantage of lower interest rates and/or provide debt relief. Refunding transactions are usually considered practical if they produce a minimum amount of savings to the City.
5. **Variable Rate Bonds** – Variable rate debt is a bond issue that includes provisions by which interest rates can be adjusted after the time of sale using an agreed upon market based index at regular periodic intervals.
6. **Private Placement Loans (Bank Notes/Loans)** – Private placements are sold directly to financial institutions. These may be short-, medium- or long-term, fixed or floating rate. Private placements may be used in lieu of the preferred methods of sale for financing specific assets or programs or refunding of existing debt.
7. **Capital Lease** - A capital lease is a contract entitling a renter to the temporary use of an asset, and such a lease has the economic characteristics of asset ownership for accounting purposes. The capital lease requires a renter to book assets and liabilities associated with the lease if the rental contract meets specific requirements. In essence, a capital lease is considered a purchase of an asset, while an operating lease is handled as a true lease under generally accepted accounting principles (GAAP).

Scope

The City's Debt Management Policy applies to all debt instruments directly or indirectly issued by the City regardless of the purpose for which issued or the funding source for repayment.

1. These instruments include but are not limited to Public Improvement Bonds, Certificates of Obligation, Utility System Revenue Bonds, Hotel Occupancy Tax Revenue Bonds, Wharves and Terminal Revenue Bonds, Sales Tax Revenue Bonds, Emergency Notes, as well as,, equipment leasing where appropriate. Also included are refunding bonds of any of the above debt instruments, as well as, debt such as bank notes and loans that are privately placed with financial institutions.
2. This policy applies to all debt where such debt issuance or allocation of bond proceeds requires formal approval of City Council, requires or includes a primary or underlying pledge of city tax revenues (i.e. property, sales, franchise or hotel occupancy taxes), or might involve the city as guarantor in the event of insufficiency of revenues involved in the primary or original pledge.
3. This policy is applicable to the City and/or its component units including but not limited to:
 - a. The City of Galveston,
 - b. The Park Board,
 - c. The Industrial Development Corporation,
 - d. The Galveston Wharves,
 - e. The Galveston Port Facilities Corporation,
 - f. The Galveston Housing Finance Corporation,
 - g. The Galveston Property Finance Corporation, and, where applicable
 - h. The Galveston Island Redevelopment Authority, Tax Increment Revitalization Zones, and Public Improvement Districts.

Responsibilities

The City Manager and/or the Manager's designee will be responsible to present for approval and implement debt issuances in accordance with budgets and long-term plans approved by the City Council as well as the City Charter, State law, Federal law, and this policy.

Policy Statements

1. All bond sales will be conducted in accordance with the City Charter, State and federal law.
 - a. Article VII, Section 14 of the charter states as follows:

“Section 14. General Obligation Bonds. The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by the Constitution and Laws of the State of Texas, and to issue refunding bonds to refund outstanding bonds of the City previously issued. All such bonds shall be authorized and issued in conformity with the Laws of the State of Texas.”
 - b. As required by Chapter 1331 of the State of Texas Government Code, the authority to issue tax supported bonds to construct and/or purchase permanent improvements (i.e. streets, drainage lines, buildings) shall be approved by a majority of the qualified voters of the city.
 - c. Chapter 1251 of the Government Code specifies the form of the ballot by which tax supported bonds are to be authorized and the means of publicizing the election as well as the maximum length of the repayment period, currently set at forty years;
 - d. The required bond election shall be conducted in accordance with provisions of the State of Texas Election Code: Chapter 41 (days, times and places of the election), Chapter 3 (means of ordering an election).
 - e. Refunding bonds are issued when (1) net present value savings is three percent or more of the par value of the refunded bonds as confirmed by the City’s Municipal Advisor and be based upon the same repayment schedule as the refunded bonds, or (2) the City Council approves of a restructuring of existing debt for purposes of debt relief.
2. Bond sales shall be based on specific projects:
 - a. Taken from the five-year Capital Improvements Plan (CIP) and the operating budget as approved by City Council through the annual financial planning process, generally including funds needed to cover actual scheduled contract awards, in house design and inspection costs, also considering available cash on hand;
 - b. Using funding amounts needed for specific CIP projects, including but not limited to design, engineering, site or right of way acquisition, construction, equipment and project management;
 - c. Providing funding for non-CIP projects that may be required for interlocal cooperation, public private partnerships or special districts, based on a complete project plan that includes all of the elements required for CIP projects;
 - d. Providing Certificate of Obligation sales shall be based on specific listings of vehicles, equipment and technology purchases required for City operations;
 - e. Providing Capital Leases are compared with COs to determine the most advantageous financing alternative for vehicles, equipment and technology.
 - f. Considering availability of funds to achieve a balance between adequate maintenance and operations, replacement or renewal of infrastructure, as well as, adequate future funding for debt service;
 - g. Limited by prior authorization of the voters for General Obligation bonds as required by State law and the City Charter; and
 - h. A limit on total general obligation debt payable from ad valorem taxes shall not exceed 1.5 percent of total taxable assessed valuation except in the event of an emergency requiring the use of an Emergency Note.
3. Bond sales shall be structured to:

- a. Consider all possible structures for principal and interest payments which, allow for flexibility in meeting current and future needs, efficiently utilize available debt capacity, continue to emphasize credit considerations, and match well with the useful life of the assets for which debt is incurred;
 - b. Smooth and/or restructure the City's total debt to accommodate financial administration as deemed necessary by City Council;
 - c. Provide for regular repayment of annual principal amounts and semi-annual interest amounts considering the revenue source or sources utilized to make payments, the timing of revenue receipts, and other cash flow needs financed with the same sources;
 - d. Incorporate payment schedules that provide for level payments (annual totals of principal and interest are equal throughout the life of the repayment period), level principal payments (annual principal payments are equal throughout the repayment period); a combination of the two aforementioned amortization approaches (level principal and level payments); and/or aggregation of scheduled payments over as much as a five year period for term bonds payable to bond holders but with annual payments by the bond issuer; and/or
 - e. Inclining payments or deferred principal payments for facility revenue bonds, Emergency Notes issued for disaster recovery, and or where a dedicated revenue stream has been guaranteed by a third party other than the City of Galveston.
4. Bond sales will be scheduled taking into consideration:
 - a. The need to include new property tax supported debt service payments in the subsequent fiscal year's budget through adjusting the debt service property tax rate to include new debt service payments; and
 - b. Projected cash needs for at least a twelve month period sufficient to fund planned contracts for approved and/or planned projects and equipment.
 5. Bonds may be sold by the City to achieve savings as required by the financial market and allowed by State law including:
 - a. Competitive sales where sealed bids are accepted for the purchase of all of the bonds included in a sale, and the low overall bid using an agreed upon measure of total cost is accepted by a six vote supermajority of City Council;
 - b. Negotiated sales where a group of bond underwriting firms are selected by the City, and bonds are priced using the current market, sold by each of the participating underwriting firms, with the results accepted on a preliminary basis by city officials as designated by City Council, and then accepted by a six vote supermajority of City Council; or
 - c. Parameter sales by which bonds are refunded and the City Manager is designated by City Council to pick the most advantageous day in the financial markets within a time frame, dollar amount and interest savings as approved by City Council.
 6. The City may consider issuing variable rate bonds during periods when variable short-term interest rates are historically lower than long-term fixed rates.
 - a. As a general rule, the City will adhere to the bond rating agencies' recommendation that variable rate debt not exceed 20 percent of total bonds outstanding.
 - b. The City or its component units will issue variable rate debt to lower the cost of borrowing and provide a hedge against interest rate risk.
 - c. Total variable debt will not exceed 20 percent of the City's outstanding debt for each revenue source, including that issued by its component units.
 - d. The City shall not pledge ad valorem (property) taxes for repayment of variable rate debt.

7. The City may consider issuing private placement loans (bank notes/loans) provided:
 - a. The private placement provides reasonably comparable terms, has a reasonably acceptable risk structure, and project and financing circumstances warrant,
 - b. It is understood that private placements have a variety of risks not associated with bonds, such as termination and debt acceleration risk due to force majeure (acts of God) and covenant breaches, as well as counterparty risks.
 - c. Private placements do not constitute more than 20 percent for each revenue source.
8. The City shall retain the services of professionals chosen through competitive processes to provide advice and consent on debt issuances including:
 - a. The Municipal Advisor (e.g. Financial Advisor) to:
 - Ensure that the City's bonds are issued at the lowest possible interest cost and are structured in accordance with the City's financing guidelines;
 - Assist with credit enhancements;
 - Evaluate the bids submitted and recommend that they be accepted or rejected;
 - Review draft closing documents and monitor the closing process;
 - Assist in the preparation of and submit the City's Annual Disclosure Report in accordance with SEC Rule 15c2-12; and
 - Assist in establishing repayment schedules that complement existing requirements and maintain a repayment pace acceptable to credit rating agencies.
 - b. The Bond Counsel to:
 - Certify that the City has the legal authority to issue bonds;
 - Prepare required orders, resolutions, and tax certificates;
 - Work with the U.S. Department of Justice-Voting Rights Section to obtain approval of all elections if required;
 - Work with the Attorney General to obtain approval of the bond issue;
 - Provide a legal opinion as to the enforceability and the federal income tax implications of the bonds;
 - Represent the City in negotiations related to the issuance of debt; and
 - Coordinate the closing transactions.
 - c. The Disclosure Counsel to:
 - Compile information necessary to prepare offering documents, including but not limited to the Preliminary Official Statement prior to sale, the Official Statement after sale, and all necessary disclosure documentation required by federal law;
 - Provide independent verification of the City's financial records and project information necessary to support the sale.
 - i. Paying Agent/Trustee to:
 - Authenticate the bonds;
 - Send/receive transfers of money at closing;
 - Maintain a listing of bondholders and applicable addresses;
 - Receive principal and interest payments from the City and remit to bondholders; and
 - The Trustee may represent bondholders in case of default.
 - j. Bond underwriters to:
 - Purchase negotiated or private placement debt and resell the debt to investors.
8. City issued bond proceeds shall be:
 - a. Deposited in the City's main bank account, and accounted for in the City's financial accounting system through a separate fund or funds for each sale;

- b. Invested as a part of the City's investment pool according to the City's Investment Policy as provided for by the Texas Public Funds Investment Act;
 - c. Presented for City Council appropriation on a first in/first out basis (e.g. oldest bond proceeds used first) for contracted work on eligible projects according to the general purpose named in the Official Statement for the bond sale; and
 - d. Tracked and reported in annual and quarterly budget and financial reports.
9. Debt administration by the City and its component units will include the following considerations:
- a. Designated reserves and/or unreserved fund balances will be maintained so as to cover scheduled debt service payments until dedicated revenue is available for deposit in the appropriate debt service fund for payment of the principal and interest scheduled to be paid.
 - b. The City's General Debt Service fund balance will not exceed thirteen months of debt service payments as required by the Internal Revenue Service.
 - c. Project schedules and costs provided as the basis for an individual bond sale shall be based on the CIP and will not constitute the basis for continued commitment of bond proceeds for any specific project, contract or cost past the end of a fiscal year.
 - d. Capital project funds, including bond proceeds, that are unencumbered in a contract awarded by City Council as of the end of a fiscal year must be presented for contract awards in the subsequent fiscal year by City Council as eligible CIP projects are brought forward and before new bond sales are conducted.
 - e. The Finance Director is responsible for coordinating and analyzing the debt requirements as part of the annual budget and capital improvement plan preparation. This will include timing of debt, calculation of outstanding debt, debt limitation calculations and compliance, impact on future debt burdens, and current/future revenue requirements.
 - f. The Infrastructure and Debt Service Fund may be used through the annual Budget process to provide funds for debt service payments within the parameters outlined in 5(d).
10. The City shall maintain an emergency line of credit under the provisions of the Texas Government Code section 1431 and other state law provisions as applicable:
- a. To provide emergency cash funding for operating, recovery and rebuilding costs necessitated by a federally or state declared disaster; and
 - b. Including options that allow for repayment of the emergency loan over a period of time and at such terms deemed beneficial to the City of Galveston and its residents by the Mayor and City Council.



BEST PRACTICE

Debt Management Policy

Notice:

Issuers of municipal securities should be aware of new disclosure requirements in SEC Rule 15c2-12, effective on securities issues on or after February 27, 2019. GFOA recommends issuers consult counsel prior to the effective date to determine how these changes may impact debt portfolios and debt management policies and procedures.

The Continuing Disclosure Agreements will include affirmation by governments for debt issues on or after February 27, 2019 to:

- disclose additional information about material financial obligations (e.g., guarantees, capital leases, and bank loans) for securities entered into after the effective date
- make event filings of any material changes reflecting financial difficulties should any occur to outstanding or new financial obligations

BACKGROUND:

Debt management policies are written guidelines, allowances, and restrictions that guide the debt issuance practices of state or local governments, including the issuance process, management of a debt portfolio, and adherence to various laws and regulations. A debt management policy should improve the quality of decisions, articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital and financial planning. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and therefore is likely to meet its debt obligations in a timely manner. Debt management policies should be written with attention to the issuer's specific needs and available financing options and are typically implemented through more specific operating procedures. Finally, debt management policies should be approved by the issuer's governing body to provide credibility, transparency and to ensure that there is a common understanding among elected officials and staff regarding the issuer's approach to debt financing.

RECOMMENDATION:

GFOA recommends that state and local governments adopt comprehensive written debt management policies. These policies should reflect local, state, and federal laws and regulations. To assist with the development of these policies GFOA recommends that a government's Debt Management Policy (Policy) should be reviewed periodically (and updated if necessary) and should address at least the following:

1. Debt Limits. The Policy should consider setting specific limits or acceptable ranges for each type of debt. Limits generally are set for legal, public policy, and financial reasons.

a. *Legal restrictions* may be determined by:

- State constitution or law,
- Local charter, by-laws, resolution or ordinance, or covenant, and
- Bond referenda approved by voters.

b. *Public Policies* will address the internal standards and considerations within a government and can include:

- Purposes for which debt proceeds may be used or prohibited,
- Types of debt that may be issued or prohibited,
- Relationship to and integration with the Capital Improvement Program, and
- Policy goals related to economic development, including use of tax increment financing and public-private partnerships.

c. *Financial restrictions or planning considerations* generally reflect public policy or other financial resources constraints, such as reduced use of a particular type of debt due to changing financial conditions. Appropriate debt limits can have a positive impact on bond ratings, particularly if the government demonstrates adherence to such policies over time. Financial limits often are expressed as ratios customarily used by credit analysts. Different financial limits are used for different types of debt. Examples include:

- *Direct Debt, including general obligation bonds*, are subject to legal requirements and may be able to be measured or limited by the following ratios:
 - Debt per capita,
 - Debt to personal income,
 - Debt to taxable property value, and
 - Debt service payments as a percentage of general fund revenues or expenditures.
- *Revenue Debt* levels often are limited by debt service coverage ratios (e.g., annual net pledged revenues to annual debt service), additional bond provisions contained in bond covenants, and potential credit rating impacts.
- *Conduit Debt* limitations may reflect the right of the issuing government to approve the borrower's creditworthiness, including a minimum credit rating, and the purpose of the borrowing issue. Such limitations reflect sound public policy, particularly if there is a contingent impact on the general revenues of the government or marketability of the government's own direct debt.
- *Short-Term Debt Issuance* should describe the specific purposes and circumstances under which it can be used, as well as limitations in term or size of borrowing.
- *Variable Rate Debt* should include information about when using non-fixed rate debt is acceptable to the entity either due to the term of the project, market conditions, or debt portfolio structuring purposes.

2. Debt Structuring Practices. The Policy should include specific guidelines regarding the debt structuring practices for each type of bond, including:

- Maximum term (often stated in absolute terms or based on the useful life of the asset(s)),
- Average maturity,
- Debt service pattern such as equal payments or equal principal amortization,
- Use of optional redemption features that reflect market conditions and/or needs of the government,
- Use of variable or fixed-rate debt, credit enhancements, derivatives, short-term debt, and limitations as to when, and to what extent, each can be used, and

- Other structuring practices should be considered, such as capitalizing interest during the construction of the project and deferral of principal, and/or other internal credit support, including general obligation pledges.

3. Debt Issuance Practices. The Policy should provide guidance regarding the issuance process, which may differ for each type of debt. These practices include:

- Selection and use of professional service providers, including an independent financial advisor, to assist with determining the method of sale and the selection of other financing team members,
- Criteria for determining the sale method (competitive, negotiated, private placement) and investment of proceeds,
- Use of comparative bond pricing services or market indices as a benchmark in negotiated transactions, as well as to evaluate final bond pricing results,
- Criteria for issuance of advance refunding and current refunding bonds, and
- Use of credit ratings, minimum bond ratings, determination of the number of ratings, and selection of rating services.

4. Debt Management Practices. The Policy should provide guidance for ongoing administrative activities including:

- Investment of bond proceeds,
- Primary and secondary market disclosure practices, including annual certifications as required,
- Arbitrage rebate monitoring and filing,
- Federal and state law compliance practices, and
- Ongoing market and investor relations efforts.

5. Use of Derivatives. The Debt Management Policy should clearly state whether or not the entity can or should use derivatives. If the policy allows for the use of derivatives, a separate and comprehensive derivatives policy should be developed (see GFOA's Advisory, Developing a Derivatives Policy and Derivatives Checklist).

Notes:

- Post Issuance Compliance Checklist
- Debt Issuance Checklist: Considerations When Issuing Bonds

The County of San Diego, CA was awarded the GFOA Award for Excellence for outstanding use of GFOA's Best Practice on Debt Management Policy. To learn more about the County's implementation process, please visit their award page.

References:

- GFOA Advisory: Using Variable Rate Debt Instruments, 2010.
- GFOA Advisory: Use of Debt-Related Derivatives Products, 2010.
- GFOA Derivatives Checklist, 2010.
- GFOA Best Practice: Selecting Bond Counsel, 2008.
- GFOA Best Practice: Selecting and Managing Municipal Advisors, 2014.
- GFOA Best Practice: Selecting Underwriters for a Negotiated Bond Sale, 2008.
- GFOA Best Practice: Post-Issuance Policies and Procedures, 2017.
- GFOA Best Practice: Primary Market Disclosure, 2017.
- GFOA/NABL Post Issuance Compliance Checklist, 2003.

- Debt Management Policy Examples
- *Benchmarking and Measuring Debt Capacity*, Rowan Miranda and Ron Picur, GFOA, 2000.
- *A Guide for Preparing a Debt Policy*, Patricia Tigue, GFOA, 1998.

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City of Galveston

OFFICE OF THE CITY MANAGER
PO Box 779 | Galveston, TX 77553-0779
citymanager@galvestontx.gov | 409-797-3520

April 25, 2019

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

From: Brandon Cook, Assistant City Manager

RE: Consider for approval a personal services contract with Gabriel Prusmack to paint six murals on the Galveston Causeway Monuments in the amount of \$5,494 per mural, for a total contract amount of \$32,960.

I. Background

The Galveston Causeway Monuments are one of the first impressions of government infrastructure that visitors see as they enter the island, and one of the last impressions that residents see as they leave the island. The monuments are currently over 15 years old and are in an unsightly condition.

II. Current Situation

The City Manager commissioned local artist, Gabriel Prusmack, to paint murals on two of the structures under his City Charter spending authority and a TxDOT Permit from the state. The murals went viral on social media receiving thousands of likes and 100% positive feedback, which is a very rare occurrence for a governmental social media post. In order to paint murals on the other sides of the monuments, City Council would need to authorize the expenditure of funds since the amount is well above the City Manager's spending authority.

III. Issues

1. *Cost* – Mr. Prusmack has proposed painting 6 new murals at a cost of \$5,494 a piece for a total contract amount of \$32,960.
2. *Timing* – The project would need TxDOT approval prior to mobilization and about 2 months for completion.
3. *Liability* – The city does not have any unusual foreseeable liability relative to this contract.



4. *Impact or ramifications* – This project would give the monuments a much needed face lift and would give visitors a better first impression of Galveston.

IV. Alternatives in order of priority

1. That the City Council approve the personal services contract with Gabriel Prusmack to paint six murals on the Galveston Causeway Monuments in the amount of \$5,494 per mural, for a total contract amount of \$32,960.
2. That the City Council votes against approval of the personal services agreement and instructs staff to utilize a different method of revitalizing the monuments.

V. Recommendation

Concur in Alternative 1. and approve the personal services agreement.

VI. Fiscal Impact Report

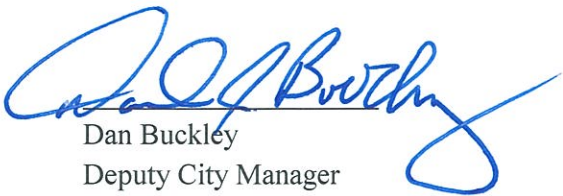
Funding Source	Convention Center Surplus Funds
Costs of implementation:	Labor and Materials – \$32,960.00
	Equipment Rentals \$ 8,864.00
	Not to exceed \$41,824.00

Respectfully Submitted,



Brandon Cook
Assistant City Manager

Approved,



Dan Buckley
Deputy City Manager





City of Galveston, Texas - Government



March 28 at 9:36 AM · 🌐

A Before and After of the Causeway monuments. 🌟

The City commissioned local artist **Gabriel Prusmack** to paint the columns and we're thrilled with how his work is coming along!

#fromdrabtofab



👍❤️😮 1.6K

136 Comments 707 Shares 🧑🏻

[i Learn More](#)



CONTRACT FOR SERVICES
Painting of Murals on the Causeway Monuments

This Contract (the "Contract") is made and entered into this April 25, 2019, by and between the City of Galveston ("City"), a Texas home-rule municipality, and **Gabriel Prusmack**. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain services in connection with painting murals on the Galveston Entrance signs located on the Causeway and Gabriel Prusmack ("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 and Permit from TxDOT, and those document(s), attached and incorporated for all purposes for the Project.

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 paint the murals ("Work") for 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 and the terms of the TxDOT permit.
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 until work has been completed to the satisfaction of the City unless sooner terminated under the terms set forth herein.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. **SCHEDULE AND DELIVERABLES**: The City and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom City agrees to accept. City does not have to accept any substitutes provided by the Company, but, may contract a substitute

of their own.

8. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the City and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above mentioned event, Company grants City the right to reschedule the performance(s) under the same terms and conditions of this contract.

9. **COMPENSATION**: The City shall compensate Company for the Work at the agreed upon price to *not-to-exceed the amount of Thirty Two Thousand Nine Hundred sixty and No/100 Dollars (\$32,960.00)*. 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. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

Required Insurance:

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

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

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

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

11. **TERMINATION**: This Contract may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the City for

damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

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

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

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

14. COPYRIGHT: The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies the city for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. PERMITS: The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for the services to be performed. All permits associated with the project shall be the sole responsibility of Company.

16. PROTECTION OF PERSONS AND PROPERTY: City is responsible for providing protection of persons and property, including safe working conditions. The Company is responsible for its own conduct and SHALL NOT HOLD THE CITY LIABLE FOR ITS ACTIONS.

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 painting of the Murals 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

Company Name
Gabriel Prusmack

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

CITY OF GALVESTON, TEXAS

Company Name

By: _____
Brian Maxwell, City Manager

By: _____
Gabriel Prusmack, Galveston Artist

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Rochkind Insurance 514 23rd Street Galveston, TX 77550	CONTACT NAME: Tammy Kimsey	
	PHONE (A/C, No, Ext): 409.770.9503 FAX (A/C, No): 409.770.9512	
INSURED Gabriel Prusmack 5216 Avenue P #3 Galveston, TX 77551	E-MAIL ADDRESS: tammy@insurancegalveston.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Specialty Insurance Company	NAIC # 12537
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			USA-4236669	09/18/2018	09/18/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG \$ 1,000,000
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							WC STATUTORY LIMITS \$
							OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston
823 25th Street
Galveston, TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

quote for City of
Galveston painting
causeway monument
murals 4/9/19

Gabriel P
409 939 8
Artist

painting 6 faces for 3
monuments and sides
of monuments(8'x65')

material cost

\$3980

labor/skill

\$28980

total cost

\$32960









City of Galveston

FINANCE DEPARTMENT STAFF REPORT

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

From: Hope Dean, Executive Director & Chief Information Technology Officer

RE: Consider for approval additional funding for temporary staffing from Robert Half International/Accountemps in the Support Services Division of the Information Technology Department.

BACKGROUND

The Support Services Division is a necessary function within the Information Technology Department. The Division employs one person to pick up and deliver mail throughout City Departments including to the Airport, Police Department, and Municipal Court. The Division is also responsible for the remaining limit operation of the Print Shop, and its in-house and outsourced functions.

CURRENT SITUATION

In February of 2018 the last full time employee in this position left the City. A strategic decision was made at that time not to fill the position since many of the duties would be changing as new City facilities came online in 2019. During this interim period one of the main duties, the in-house print shop, has been effectively eliminated. The duties of the position remain in flux as the City awaits the completion of its new facilities. It is both impractical and inefficient to hire a fulltime employee for a position where the duties continue to change and can't be fully defined.

During this transition period the City has utilized its contract with Robert Half Office Team/Accountemps through HGAC Purchasing Cooperative, Contract # TS06-17 to provide staff support for the remaining functional duties. Using the HGAC Cooperative Purchasing Contract gives the discounted pricing; thus, saving the City on personnel expenses.

It is recommended that City Council authorize the additional expenditure for this service as the need in the Support Services Division is immediate. The City seeks to employ someone from Accountemps on a temporary basis; approximately through December 30, 2019. The cost is \$24.75 per hour (\$990.00 per week) for about 35 weeks with an approximate cost of \$34,650.

ALTERNATIVES

Alternative #1: Approve the additional funding needed to continue print and mail services in the Support Services Division at a cost not to exceed \$35,000.



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

Alternative #2: Do not approve using the Robert Half Office Team/Accountemps contract through HGAC and fund the cost of a temporary Staff Member in the Support Services Division at a higher cost.

ISSUES

Cost – Not to Exceed \$35,000
Term – through December 31, 2019

RECOMMENDATION

Approve the additional funds needed to continue print and mail services in the Support Services Division in an amount not to exceed \$35,000.

FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director
Funding Source:	Info Tech Budget & Support Services Budget
Not to Exceed:	\$35,000

To: Brian Maxwell
City Manager

Date: April 9th 2019

From: Robert Simmons
Risk Manager

Ref: Award of RFP # 19-17

Honorable Mayor and Members of City Council
Galveston, Texas

Subject: Consider for approval the award of RFP # 19-17 for commercial flood / commercial windstorm / fiduciary liability D & O / pollution liability UST insurance to Galveston Insurance Associates (GIA) for a three (3) year period with two optional one (1) year extensions. Term to be effective June 1, 2019 thru June 1, 2022

I. Background on subject :

- A. As in past years, the City of Galveston used the RFP process to obtain required Flood, Windstorm, Fiduciary Liability and Pollution liability insurance.
- B. Coverage costs for National Flood Insurance Program and Texas Windstorm are written under the same guidelines so the City uses the RFP process to select a firm that can provide these and additional insurance needs to the City.
- C. Additional services provided by the agent would include experience working with other cities and government agencies, volume of insurance written, the location of the firm in proximity to the City of Galveston, the number of and experience of the firm's claims and underwriting staff and premiums correctly stated. Each of which are extremely important to the City and the Risk Management Department.

II. Current Situation is as Follows:

- A. The City of Galveston needs to secure and place its Flood, Windstorm, Fiduciary Liability and Pollution Liability Insurance.
- B. The City of Galveston received a single response to RFP # 19-17 from Galveston Insurance Associates.

III. Issue:

Consider for approval the award of RFP # 19-17 for required insurance coverage to Galveston Insurance Associates (GIA) for a three year term effective June 1, 2019 thru June 1, 2021.

IV. Funding:

Funding is budgeted annually within the Risk Management department.

V. Alternatives in order of feasibility are:

- A. Alternative #1:
Approve the award of RFP # 19-17 to Galveston Insurance Associates (GIA) for a three year term.
- B. Alternative #2:
Reject the response from Galveston Insurance Associates (GIA) and rebid the RFP.
- C. Alternative # 3:
Take no action

VI. Recommendation:

Select alternative # 1 and award the RFP to the sole respondent.

Respectfully Submitted:

Approved:

Robert Simmons
Risk Manager

Brian Maxwell
City Manager

FISCAL NOTE POLICY STATEMENT

SUBJECT:

Annual insurance premiums.

Flood, Windstorm, Fiduciary Liability and Pollution Liability UST

SOURCE OF REQUEST:

Robert Simmons

AMOUNT OF EXPENDITURE:

TBD

ESTIMATED REVENUE:

N/A

FUNDING SOURCE:

Budgeted Risk Management funding sources

CONTRACT FOR SERVICES
PROPERTY INSURANCE- CITY OF GALVESTON PROPERTIES

This Contract (the "Contract") is made and entered into this _____ day of May, 2019 by and between the City of Galveston ("City"), a Texas home-rule municipality, and **GIA Insurance Agency, LLC dba Galveston Insurance Associates** (Company), located at 6025 Heards Lane, Galveston, Texas, 77551.

WHEREAS, the City of Galveston desires to obtain services in connection with its "Property Insurance- City of Galveston Properties", within the City of Galveston ("City") and **GIA Insurance Agency, LLC dba Galveston Insurance Associates** ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 19-17 PROPERTY INSURANCE- CITY OF GALVESTON PROPERTIES

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, codes, and policies 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 three (3) years unless sooner terminated under the terms set forth herein.

It is agreed that City will have the option to extend the contract for up to one (1) additional year. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

6. **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 services provided hereunder shall not exceed the amounts set forth in the Pricing Schedule attached as **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 6025 Heards Lane, Galveston, Texas, 77551. The City shall notify Company in writing of any and all objections, if any, to an invoice within ten (10) business days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City.

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. **ACCESS TO INFORMATION:** It is agreed that all information, data, reports, and records as are existing, available, and necessary for the carrying out of the work outlined in **Exhibit A** shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company to facilitate the performance of the work described in this Agreement.

15. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for Property Insurance- City of Galveston Properties. All permits associated with the project shall be the sole responsibility of Company.

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 Property Insurance- City of Galveston Properties 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
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, TX, 77550

GIA Insurance Agency, LLC dba
Galveston Insurance Associates
6025 Heard's Lane
Galveston, TX, 77551

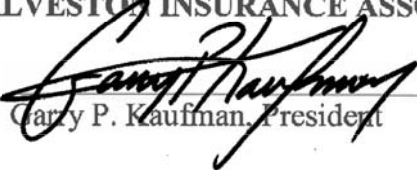
[EXECUTION PAGE FOLLOWS]

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

CITY OF GALVESTON, TEXAS

GIA INSURANCE AGENCY, LLC DBA
GALVESTON INSURANCE ASSOCIATES

By: _____
Brian Maxwell, City Manager

By: 
Garry P. Kaufman, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

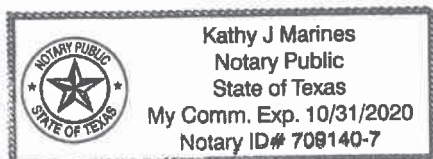
City Attorney

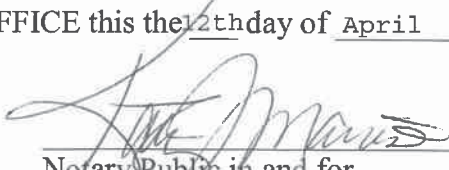
BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Galveston COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Garry P. Kaufman of **GIA Insurance Agency, LLC dba Galveston Insurance Associates.**, 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 12th day of April, 2019.





Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GIA Insurance Agency, LLC dba Galveston Insurance Associates
Galveston, TX United States

Certificate Number:
2019-476360

Date Filed:
04/12/2019

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-19-028
Insurance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kaufman, Garry	Galveston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

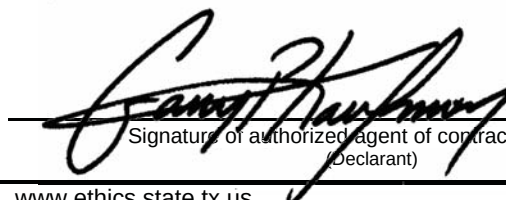
6 UNSWORN DECLARATION

My name is Garry P. Kaufman, and my date of birth is 11/28/1963.

My address is 6025 Heard Lane, Galveston, TX, 77551, USA.
(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 12th day of April, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Galveston Insurance Associates 6025 Heard's Ln P.O. Box 16767 Galveston TX 77552-6767	CONTACT NAME: Stephanie Rippard PHONE (A/C, No, Ext): (409) 740-1251 E-MAIL ADDRESS: Stephanie.Rippard@gia-tx.com FAX (A/C, No): (409) 740-0513
INSURED GIA Insurance Agency, LLC, DBA: Galveston Insurance Associates; PO Box 16767 Galveston TX 77552-6767	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13021

COVERAGES**CERTIFICATE NUMBER:** CL18102308993**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:			85313092	08/28/2018	08/28/2019	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 Employee Benefits \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			85313092	08/28/2018	08/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Theft Prevention \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	85313092	08/28/2018	08/28/2019	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)

CG 72 08 (07/17) Texas- Extended Ultra Liability Plus Endorsement

CERTIFICATE HOLDER**CANCELLATION**CITY OF GALVESTON
823 ROSENBERG

GALVESTON

TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

President

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City of Galveston



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

Staff Report

April 25, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider approval of an Economic Development Agreement in the amount of \$900,000 between the Industrial Development Corporation, and the City of Galveston to repair, rehabilitate, and enhance parks, playgrounds, and recreational facilities ("Parks Package #3")..

I. Background

- A. The Parks and Recreation Department is responsible for managing and maintaining the City's parks, playgrounds, athletic fields, community pool, recreation centers, cemeteries, and thoroughfares.
- B. The department has received IDC Parks Silo funding support for "parks package" projects to build the Lasker Pool, the Crockett Park Baseball Complex and make significant improvements to several other parks such as Lee & Joe Jamail Bay Park, Kempner Park, McGuire Dent Rec. Center and the 27th Street Corridor.
- C. Staff has recently assessed the physical condition of the department's parks, facilities and equipment along with a review of community feedback and budgetary analysis.
- D. Staff created the Parks Package #3 Project proposal that lists prioritized maintenance needs, enhancements and cost estimates.
- E. Staff reviewed the departments operating budget and made the determination that a recommendation to IDC would be necessary to implement the Parks Package #3 Project.
- F. The Industrial Development Corp. (IDC) approved the Agreement for the Parks Package #3 on March 5, 2019.
- G. The Public Notice was run in the Galveston Daily News on March 7, 2019.
- H. The Public Hearing was held at the April 2, 2019 Industrial Development Corp. (IDC) meeting.

II. Current Situation

The City Council is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the City of Galveston to repair, rehabilitate, and enhance parks, playgrounds, and recreational facilities.

- A. Description of Work
 - a. **Wright Cuney Park & Rec. Center - \$181,500**
 - i. Replace Perimeter Fence - \$65,000
 - ii. Rehab Outdoor Basketball Dome - \$25,000
 - iii. Replace Small Playground - \$55,000
 - iv. Repaint Rec. Center Interior - \$9,000
 - v. Deep Clean Rec. Center Interior - \$9,000

- vi. Restroom Fixture Repair/Replacement - \$8,500
- b. **Menard Park & McGuire Dent Rec. Center - \$111,000**
 - i. Skate Park Concrete Repairs - \$35,000
 - ii. Dog Park Fence Replacement - \$8,500
 - iii. Dog Park Fill and Concrete Pad - \$5,000
 - iv. Band Shell Doors and Windows Rehab - \$25,000
 - v. Band Shell Electrical Upgrades - \$21,000
 - vi. Rec. Center Free Weights, Smith Machine, Benches - \$13,000
 - vii. Rec. Center Fitness Room TV and Audio Transmitter Upgrades - \$3,500
- c. **Lindale Park & Ballfield - \$71,000**
 - i. Ballfield Concession Stand, Restroom, Storage Bldg. Rehab - \$45,000
 - ii. Playground Fence Replacement - \$20,000
 - iii. Picnic Tables for New Canopy - \$6,000
- d. **Jones Park - \$6,500**
 - i. Demo Park Fencing and Playground Equipment - \$6,500
- e. **Kempner Park - \$97,000**
 - i. Foundation Conversion (water to landscape feature) - \$12,000
 - ii. Repair/Replace Decorative Light Fixtures - \$75,000
 - iii. Park Bench Rehab - \$3,500
 - iv. Walking Trail Fill & Rehab - \$6,500
- f. **Gus Allen Park - \$13,000**
 - i. Install Dog Fencing on Newly Acquired Property - \$6,500
 - ii. Upgrades to Current Dog Fence on Old Property - \$2,500
 - iii. Install New Park Benches & Dog Waste Dispensers - \$4,000
- g. **Shield Park - \$85,000**
 - i. Landscape and Sidewalk/Curbs Enhancements - \$85,000
- h. **Sandhill Crane Soccer Complex - \$67,500**
 - i. Mobile Restroom ADA Equipped - \$65,000
 - ii. Restroom Pad Upgrade & Restroom Installation - \$2,500
- i. **Schreiber Park - \$10,000**
 - i. Parking Lot Landscape Enhancements - \$10,000
- j. **Lee & Joe Jamail Bay Park - \$67,500**
 - i. Mobile Restroom ADA Equipped - \$65,000
 - ii. Restroom Pad Upgrade and Restroom Installation - \$2,500
- k. **Crockett Baseball Complex - \$8,000**
 - i. Artificial Pitching Mounds - \$8,000
- l. **West-End Ballparks - \$85,000**
 - i. Concession Stand, Restroom and Bleacher Repairs - \$85,000
- m. **Lasker Pool - \$34,500**
 - i. Deck Build-Out - \$29,000
 - ii. Picnic Tables w/umbrellas - \$6,500
- n. **Parks System Signage Upgrades - \$30,000**
 - i. Signage Upgrades - \$30,000

III. **Recommendation**

Approve the Economic Development Agreement between the IDC and the City of Galveston.

IV. **Fiscal Impact Report**

Staff	Garrett McLeod Economic Development Coordinator
Funding Source	4B IDC Funds – Parks Silo
Cost	\$867,500.00

Plus Contingency \$32,500.00

Total Authorization: \$900,000.00

V. Economic Impact

Approval of the Economic Development Agreement between the IDC and the City of Galveston for Parks Package #3 will provide the Parks and Recreation Department resources and guidance in elevating the physical condition of most of its parks, playgrounds, athletic fields and recreation centers at or above industry standards.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

RESOLUTION NO. 19-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING FUNDING TO THE CITY OF GALVESTON FOR PARKS PACKAGE NUMBER THREE; A PROJECT TO REPAIR, REHABILITATE AND ENHANCE PARKS, PLAYGROUNDS, AND FACILITIES WITHIN THE CITY OF GALVESTON.

* * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the land, buildings, equipment, facilities, and improvements necessary to implement this project are required or suitable for the uses and facilities set forth in Section 505.152 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project: the City of Galveston (the "City") will repair, rehabilitate, and enhance Wright Cuney Park & Rec Center, Menard Park & McGuire Dent Rec. Center, Lindale Park & Ballfield, Jones Park, Kempner Park, Gus Allen Park, Shield Park, Sandhill Crane Soccer Complex, Schreiber Park, Lee & Joe Jamail Bay Park, Crockett Baseball Complex, West-end Ballparks, Lasker Pool, and Parks System Signage Updates within the City..

Section 3. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby fund Parks Package #3.

Section 4. The estimated amount of expenditures for the project is Nine Hundred Thousand Dollars and no cents (\$900,000.00).

Section 5. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on April 2, 2019, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 6. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this 5th day of March 2019.

James D. Yarbrough, President
Board of Directors

ATTEST:

Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

City of Galveston will maintain IDC funded parks and improvements with Parks Package #3 to repair, rehabilitate, and enhance Wright Cuney Park & Rec Center, Menard Park & McGuire Dent Rec. Center, Lindale Park & Ballfield, Jones Park, Kempner Park, Gus Allen Park, Shield Park, Sandhill Crane Soccer Complex, Schreiber Park, Lee & Joe Jamail Bay Park, Crockett Baseball Complex, West-end Ballparks, Lasker Pool, and Parks System Signage Updates within the City of Galveston.

The estimated amount of expenditures for the project is Nine Hundred Thousand Dollars and no cents (\$900,000.00).

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on April 2, 2019, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE CITY OF GALVESTON, TEXAS
AND
THE INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON, TEXAS**

This Agreement is entered into this ____ day of _____, 2019, 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, 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 IDC finds that it is expedient to contract with the City of Galveston to implement and administer many of the projects that it funds; and

WHEREAS, the IDC determines that it is in the best interest of the corporation to have a Master contract form with the City of Galveston to implement and administer certain projects; and

WHEREAS, the Act requires that each project have an individual performance agreement with certain mandatory requirement; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston that mandates certain terms and conditions complies with the Act when the forms mandates the inclusion of the language required by the Act; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston is in keeping with the mission of IDC; and

WHEREAS, the CITY and the IDC agree that the form for each performance agreement between the IDC and the CITY will contain the terms, or similar terms, set forth below; and

WHEREAS, the CITY and the IDC agree that the approval of a project by CITY and IDC that CITY will administer and implement includes the approval of a performance agreement between the IDC and the CITY that will contain the terms, or similar terms set forth below.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, IDC and the CITY contract as follows:

**ARTICLE I.
IDC’S OBLIGATIONS**

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 Nine Hundred Thousand and No/100 Dollars (\$900,000.00) plus costs for the following activities to be performed within the City of Galveston, Texas:

The City of Galveston will repair, rehabilitate, and enhance Wright Cuney Park & Rec Center, Menard Park & McGuire Dent Rec. Center, Lindale Park & Ballfield, Jones Park, Kempner Park, Gus Allen Park, Shield Park, Sandhill Crane Soccer Complex, Schreiber Park, Lee & Joe Jamail Bay Park, Crockett Baseball Complex, West-end Ballparks, Lasker Pool, and Parks System Signage Updates within the City of Galveston to assist in the implementation of the Community Revitalization Project approved by the IDC Board of Directors pursuant to chapters 501 and 505 of the Texas Local Government Code (hereinafter “Parks Package #3”).

**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 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 VII 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 person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. 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 Parks Package #3, but no later than sixty (60) days after, the City will furnish the IDC with a full accounting of the funds expended on the project.

E. At the conclusion of the construction of Parks Package #3), all monies not spent directly on the project shall be returned to the IDC. The 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 lawful 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:

For the IDC: President
 City of Galveston, Texas
 Industrial Development Corporation
 P.O. Box 779
 Galveston, Texas 77553
 Facsimile: (409) 797-3521

With a copy to: City Manager
 ATTN: Director, Economic Development
 City of Galveston
 P.O. Box 779
 Galveston, Texas 77553
 Facsimile: (409) 797-3521

For the 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 Project as described in Section I above; (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; or (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. 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: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title: Counsel for the Corporation

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: Don Glywasky
Title: City Attorney

City of Galveston



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

Staff Report

April 25, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider approval of an Economic Development Agreement in the amount of \$639,000 between the Industrial Development Corporation, and the City of Galveston in order to maintain IDC funded projects, park improvements, and install sidewalks and curbs within the City of Galveston to assist in the implementation of the Community Revitalization Project approved by the IDC Board of Directors.

I. Background

- A. The Industrial Development Corp (IDC) approved the Economic Development Agreement during the March 5, 2019 IDC meeting.
- B. The Public Notice was run in the Galveston Daily News on March 7, 2019.
- C. The Public Hearing was held at the April 2nd IDC meeting.

II. Current Situation

- A. The Industrial Development Corporation was requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the City of Galveston to authorize the increase of the IDC Work Crew expenditures.
- B. Description of Work
 - a. The increase in IDC Work Crew expenditures will allow the IDC Work Crew to meet the increased demand in maintaining IDC funded projects, park improvements, and the installation of sidewalks and curbs throughout the City of Galveston.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the City of Galveston.

IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds – Infrastructure and Parks Silo
Cost	\$639,000.00

V. Economic Impact

The increase in expenditures will provide the IDC Work Crew the necessary means to provide preventative maintenance to IDC funded projects, park improvements. As well as the continued implementation of the Community Revitalization Project through the installation of curbs and sidewalks throughout the City of Galveston. This correlates directly with the enhancement of city amenities and the quality of life for Galveston residents, visitors of Galveston, and the draw of potential development.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Garrett McLeod".

Garrett McLeod
Economic Dev. Coordinator

RESOLUTION NO. 19-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING AS A PROJECT OF THE CORPORATION THE HIRING OF CONTRACTORS, LABORERS, PROFESSIONALS, PUBLIC AND PRIVATE ENTITIES AND EMPLOYEES TO IMPLEMENT PROJECTS APPROVED BY THE BOARD OF DIRECTORS; REPEALING PRIOR RESOLUTIONS IN CONFLICT HEREWITH.

* * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements necessary to implement this project are required and suitable for the creation or retention of primary jobs and for the development, retention, or expansion of the facilities listed in Section 501.101 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditures necessary to implement this project are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises as set forth in Section 501.103 of the Texas Local Government Code.

Section 3. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the land, buildings, equipment, facilities, and improvements necessary to implement this project are required or suitable for the uses and facilities set forth in Section 505.152 of the Texas Local Government Code.

Section 4. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the land, buildings, equipment, facilities, and improvements necessary to implement this project are required or suitable for the uses and facilities set forth in Section 505.155 of the Texas Local Government Code.

Section 5. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described action:

The IDC will hire contractors, laborers, professionals, public and private entities and employees to implement projects approved by the Board of Directors. The projects to be implemented are projects the IDC has approved pursuant to chapters 501 and 505 of the Texas Local Government Code.

The estimated amount of expenditures for the project is Six Hundred Thirty Nine Thousand Dollars and No/100 Dollars (\$639,000.00) annually plus costs.

Section 8. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at __:00 o'clock a.m., on _____, 2019, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 9. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

Section 10. This Resolution hereby supersedes and/or repeals IDC Resolutions 15-008 and 16-006 upon taking effect.

PASSED, APPROVED, AND RESOLVED on this ____ day of _____ 2019.

James D. Yarbrough, President
Board of Directors

ATTEST:

Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

The IDC will hire contractors, laborers, professionals, public and private entities and employees to implement projects approved by the Board of Directors. The projects to be implemented are projects the IDC has approved pursuant to chapters 501 and 505 of the Texas Local Government Code. The estimated amount of expenditures for the project is Six Hundred Thirty Nine Thousand Dollars and No/100 Dollars (\$639,000.00) annually plus costs.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at __:00 o'clock a.m., on __ __, 2019, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE CITY OF GALVESTON, TEXAS
AND
THE INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON, TEXAS**

This Agreement is entered into this ____ day of _____, 2019, 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, 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 IDC finds that it is expedient to contract with the City of Galveston to implement and administer many of the projects that it funds; and

WHEREAS, the IDC determines that it is in the best interest of the corporation to have a Master contract form with the City of Galveston to implement and administer certain projects; and

WHEREAS, the Act requires that each project have an individual performance agreement with certain mandatory requirement; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston that mandates certain terms and conditions complies with the Act when the forms mandates the inclusion of the language required by the Act; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston is in keeping with the mission of IDC; and

WHEREAS, the CITY and the IDC agree that the form for each performance agreement between the IDC and the CITY will contain the terms, or similar terms, set forth below; and

WHEREAS, the CITY and the IDC agree that the approval of a project by CITY and IDC that CITY will administer and implement includes the approval of a performance agreement between the IDC and the CITY that will contain the terms, or similar terms set forth below.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, IDC and the CITY contract as follows:

**ARTICLE I.
IDC'S OBLIGATIONS**

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 Six Hundred Thirty-Nine Thousand Dollars and No/100 Dollars (\$639,000.00), annually, plus costs for the following activities to be performed within the City of Galveston, Texas:

The City of Galveston will maintain IDC funded projects, parks, improvements and will install sidewalks and curbs within the City of Galveston to assist in the implementation of the Community Revitalization Project approved by the IDC Board of Directors pursuant to chapters 501 and 505 of the Texas Local Government Code.

**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 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 VII 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 person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United

States. 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.

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 lawful 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:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the 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 Project as described in Section I above; (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; or (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. 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: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title: Counsel for the Corporation

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: Don Glywasky
Title: City Attorney



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

April 11, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval, of an Economic Development Agreement between the Industrial Development Corporation and the City of Galveston in the amount of \$55,000 to fund the 10% match for a TxDOT Aviation Grant to cover the engineering/design and construction phase of rehabilitating the asphalt section of Runway 14/32 and joint seal repairs to the North Apron.

I. Background:

- A. The Airport received a \$5,180,000 TxDOT Aviation Grant in 2018 to go toward the rehabilitation of Runway 14/32, all five Taxiways and Phase 3 & 4 Apron project. This project is currently under construction.
- B. Due to a change in FAA specifications related to the asphalt section of Runway 14/32, the specification in the winning bid, no longer met the current FAA requirements and was removed from the contract.
- C. During the engineering and design of this project, there were multiple staffing changes at both TxDOT and Garver. During the transition, TxDOT ultimately only funded the most critical pavement repairs on Phase 3 & 4 Apron Project, which removed approximately 100,000 linear feet of joint seal work from the project.
- D. The Industrial Development Corp. (IDC) approved the agreement for the Airport Apron Project on March 5, 2019.
- E. The Public Notice was run in the Galveston Daily News on March 7, 2019.
- F. The Public Hearing was held at the April 2, 2019 Industrial Development Corp. (IDC) meeting.

II. Current Situation:

- A. TxDOT Aviation has agreed to fund both the asphalt section of Runway 14/32 and the joint seal work on Phase 3 & 4 of the Apron.



- B. TxDOT will add our two projects to their Multi Airport Maintenance Bid, using State funds to fund projects at several airport across the State.
- C. Engineering/design would likely start in the third quarter of 2019 with construction in 2020.
- D. TxDOT Aviation is requesting the City budget \$55,000.00 to cover the 10% match for the engineering/design and construction of this \$550,000 multiphase project.
- E. The Industrial Development Corporation approved an Economic Development Agreement between the Industrial Development Corporation and the City of Galveston to fund the 10% match for the TxDOT Aviation Grant at their March 5, 2019 meeting.

III. Issues:

- A. The concrete sections of Runway 14/32 will be rehabilitated during the current pavement project. Completing the rehabilitation of the asphalt section of Runway 14/32 should be completed as soon as possible. Utilizing this TxDOT Grant is the quickest solution to complete the full rehabilitation work of our primary runway.
- B. To fully rehabilitate the North Apron, approximately 100,000 linear feet of joint seals must be replaced. Utilizing this TxDOT Grant is the quickest solution to complete the full rehabilitation work of the North Apron.

IV. Alternatives:

- A. City Council approves the execute the Economic Development Agreement between the Industrial Development Corporation and the City of Galveston to fund the 10% match for a TxDOT Aviation Grant.
- B. Council does not approve the Economic Development Agreement.

V. Recommendation:

Staff recommends approving the Economic Development Agreement between the Industrial Development Corporation and the City of Galveston in the amount of \$55,000 to fund the 10% match for a TxDOT Aviation Grant to cover the engineering/design and construction phase of rehabilitating the asphalt section of Runway 14/32 and joint seal repairs to the North Apron..





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

VI. **Fiscal Impact Report:**

Requested by:	Mike Shahan, Airport Director
Funding Source:	Industrial Development Corporation
Cost:	\$55,000
Costs of Implementation:	N/A
Estimated cumulative Revenue:	N/A
Additional Information:	See attached Resolution and Funding Agreement

Respectfully submitted.

A handwritten signature in blue ink that reads "Mike Shahan".

Mike Shahan
Airport Director



**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 _____, 2019, 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, 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 IDC finds that it is expedient to contract with the City of Galveston to implement and administer many of the projects that it funds; and

WHEREAS, the IDC determines that it is in the best interest of the corporation to have a Master contract form with the City of Galveston to implement and administer certain projects; and

WHEREAS, the Act requires that each project have an individual performance agreement with certain mandatory requirement; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston that mandates certain terms and conditions complies with the Act when the forms mandates the inclusion of the language required by the Act; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston is in keeping with the mission of IDC; and

WHEREAS, the CITY and the IDC agree that the form for each performance agreement between the IDC and the CITY will contain the terms, or similar terms, set forth below; and

WHEREAS, the CITY and the IDC agree that the approval of a project by CITY and IDC

that CITY will administer and implement includes the approval of a performance agreement between the IDC and the CITY that will contain the terms, or similar terms set forth below.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, IDC and the CITY contract as follows:

**ARTICLE I.
IDC'S OBLIGATIONS**

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 Fifty-Five Thousand and No/100 Dollars (\$55,000.00) plus costs for the following activities to be performed within the City of Galveston, Texas:

City of Galveston Staff and Scholes International Airport Staff will oversee and implement the engineering/design and construction phase of rehabilitating the asphalt section of Runway 14/32 and joint seal repairs to the North Apron approved by the IDC Board of Directors pursuant to chapters 501 and 505 of the Texas Local Government Code.

**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 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 VII 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 person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. 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 activities described in Article I, but no later than sixty (60) days after, the City will furnish the IDC with a full accounting of the funds expended on the project.

E. At the conclusion of the construction of the project described in Article I, all monies not spent directly on the project shall be returned to the IDC. The 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 lawful 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:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the 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 Project as described in Section I above; (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; or (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; or (vi) upon the failure to complete the 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: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title: Counsel for the Corporation

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: Don Glywasky
Title: City Attorney



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

April 11, 2019

Honorable Mayor and Members of Council
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval, authorizing the City Manager to execute the 2019 Air Traffic Control Tower Operating Agreement (TOA) between the Federal Aviation Administration (FAA) and Scholes International Airport, upon final approval of the City Attorney.

I. Background

- A. The FAA is renewing the TOA for each sponsor-owned FAA Contract Tower (FCT). This action is to ensure that the FAA stays in compliance with current FAA policies and directives, and to standardize and clarify the conditions under which the FAA will provide air traffic control services at sponsor-owned FCTs.
- B. The TOA outlines the requirements of both the FAA and the Airport Sponsor.
- C. The FAA agrees to fund the cost of the controllers, subject to the availability of funds, by contracting with a services provider of the FAA's choice. In this case, that service provider is Robinson Aviation (RVA), who has been providing this service since January 1, 2006.
- D. The Airport Sponsor agrees to provide, maintain and replace all non-FAA owned tower equipment, lighting controls, airfield lighting, and maintenance and upkeep of the tower facility.
- E. The most recent TOA was approved by City Council on December 14, 2017.

II. Current Situation

- A. The Airport received a request, dated March 7, 2019, from the FAA requesting the City sign the new TOA no later than April 30, 2019.
- B. Without a new TOA in place, continued FAA funding for the staffing of the Air Traffic Controllers is in jeopardy.

III. Alternatives:

- A. City Council approves authorizing the City Manager to execute the Air Traffic Control Tower Operating Agreement (TOA) between the Federal Aviation Administration (FAA) and Scholes International Airport.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

- 1) **Benefit** – Approving this Agreement will ensure continued funding of the Controllers by the FAA.
- 2) **Cost** – Routine maintenance of the Control Tower is done using current budget line item accounts.

B. Do not approve the Request.

IV. **Recommendation:**

Staff recommends City Council approves authorizing the City Manager to execute the Air Traffic Control Tower Operating Agreement (TOA) between the Federal Aviation Administration (FAA) and Scholes International Airport, upon final approval of the City Attorney.

V. **Fiscal Impact Report:**

Requested by:	Mike Shahan, Airport Director
Funding Source:	N/A
Cost of Implementation	N/A
Estimated Cumulative Revenue:	N/A
Additional Information:	See attached Tower Operating Agreement

Respectfully submitted,

A handwritten signature in blue ink that reads "Mike Shahan". The signature is written in a cursive, flowing style.

Mike Shahan
Airport Director



AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN

FEDERAL AVIATION ADMINISTRATION (FAA)

AND

CITY OF GALVESTON, TEXAS

I. PARTIES

This Air Traffic Control Tower Operations Agreement (TOA) (hereinafter “Agreement”), is hereby made and entered into this _____ day of April, 2019 by and between the Federal Aviation Administration (“FAA”) and the City of Galveston, Texas (“Airport Sponsor”) (collectively known as the “Parties”).

II. SCOPE

The purpose of this Memorandum of Understanding (MOU) between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control (ATC) services to the Airport Sponsor at Scholes International Airport (“Airport”), located in Galveston, Texas. This Agreement replaces and supersedes any prior TOA signed by the parties.

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Roles and responsibilities of the FAA.

The FAA shall provide ATC services at the Airport, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA’s choice, in accordance with standards established by the FAA, subject to the availability of funds.

The tower hours of operation will be 6:00am to 6:00pm Daily.

The FAA reserves the right to adjust those hours in accordance with applicable FAA standards, regulations and policy.

The FAA/ATC contractor will collect hourly and daily traffic count data during tower operating hours.

The FAA will maintain all FAA-owned equipment installed in the tower.

The FAA will conduct annual occupational safety and health inspections, for any FCT that is an FAA employee’s duty station.

The FAA will conduct periodic security inspections based upon the criteria identified in FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed Non-Disclosure Agreement (NDA) will be required to receive a copy of the Order.)

B. Roles and responsibilities of the Airport Sponsor.

The Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable state and local codes, standards and regulations.

In the absence of applicable state and local codes, standards, and regulations, the Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable Federal codes, standards and regulations.

The Airport Sponsor shall provide, maintain, and replace, at no expense to the FAA, all non-FAA-owned tower equipment required by the Minimum Equipment and Facilities List (MEL).

The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas and sewer. The Airport Sponsor shall maintain janitorial services (to include washing tower cab windows and shades, interior and exterior, when necessary).

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, including that which cannot be placed in operation or otherwise controlled from the ATCT building or that is not otherwise within the control of the FAA, its agents, representatives or contractors. Examples include, but are not limited to airport lighting, windsock, obstruction lights, rotating beacon, etc.

The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed NDA will be required to receive a copy of the Order.)

The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the ATC service provider's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment, security or building problems.

In accordance with FAA Order JO 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, local procedures and reporting airport conditions. However, the terms and conditions set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

IV. BENEFIT/COST RATIOS CONSIDERATION

Current procedures require FAA to recalculate benefit/cost ratios periodically to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Fully funded sites whose benefit/cost ratio decreases to less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

V. SUPPLEMENTAL HOURS

If the Airport Sponsor requests ATC services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental

hours of operation may be achieved through an agreement with the air traffic control services provider, supplemental agreement with the FAA, or by other authorized means.

VI. POINTS OF CONTACT

Airport Sponsor

Mike Shahan, Airport Director
Scholes International Airport
2115 Terminal Drive
Galveston, Texas 77554
409-797-3590
airport@galvestontx.gov

FCT Program Implementation Manager

Abraham Oommen
FAA Contract Tower (FCT)
Program Implementation Manager
Central Service Area
10101 Hillwood Parkway Room 3S-406
Fort Worth, TX 76177
817-222-4261
Abraham.oommen@faa.gov

FCT Program Manager

Lisa Bush-Caudle
FCT Program Manager
Federal Aviation Administration
600 Independence Ave., SW
Washington, DC 20951

VII. CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by both parties. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

VIII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this TOA, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination,

the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

IX. TERM OF THE AGREEMENT

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

X. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Operations- Headquarters (AJT-2) will resolve the dispute. The decision of the Director of Operations- Headquarters is not subject to further administrative review and, to the extent permitted by law, is final and binding.

XI. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, the performance of this Agreement to the extent permitted by law.

XII. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with the Airport Sponsor's performance under this Agreement.

XIII. LEGAL AUTHORITY

This "other transaction" MOU is entered into under the authority of 49 U.S.C. §§ 106 (f)(2)(A) and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. This MOU is not a Memorandum of Agreement, procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

XIV. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and, if requested, provide a certification to that effect.

XV. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this MOU.

XVI. FUNDING

No funds are obligated under this MOU. Each party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this MOU.

XVII. CONSTRUCTION

Parties agree to exercise good faith in achieving the goals of this MOU; this means that the Government will adopt and perform the above delineated roles and responsibilities and will provide air traffic control services for the above designated airport sponsor at the designated location. The Airport Sponsor also agrees to adopt and perform the above delineated roles and responsibilities. Neither party is authorized or empowered to act on behalf of the other with regard to any matter, and neither party shall be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU. The undersigned TOA holder affirms that this MOU is entered knowingly and voluntarily.

The FAA reserves the right to withdraw FAA funding for ATC services from Airport Sponsors that do not comply with the terms of this agreement.

AGREED:

Airport Sponsor

Federal Aviation Administration

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

April 11, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval, authorizing the City Manager to execute an Eleventh Amendment of the Lease between Galveston Island Waterpark, L.P. and the City of Galveston adding 43,216 sq. ft. of land located at 7902 Mustang Avenue.

I. Background in Chronological Order:

- A. On June 4, 2004, the City and Galveston Island Waterpark entered into a written ground lease ("Original Lease") for the original tract ("Demised Premises") initially described as approximately 26.4006 acres. The Original Lease has been amended on ten prior occasions, with each such amendment stating the initial rent for the tract added by such amendment that is in all other respects to be governed by the terms of the Original Lease (the Original Lease, along with any and all amendments thereof being the "Lease"). The Eighth Amendment added one additional five (5) year option to secure financing for improvements. The Ninth Amendment added approximately 6.3 acres of land formerly known as the Racquet Club Lease. The Tenth Amendment added approximately 0.1317 acres of land formerly leased by Moody Gardens, Inc.
- B. Under Section 12(B) of the Original Lease, Galveston Island Waterpark was given the option at its sole and absolute discretion to lease up to seven additional tracts described in Exhibit D attached to the Original Lease (the "Additional Property"), which property is owned by the City, leased to Clarke, Jack Investments, and located adjacent to or in the vicinity of the Demised Premises, but only after the third party leases(s) thereon expired or were terminated. If that option were exercised, the terms under which the Additional Property would be leased were specifically set out in Section 12(B) of the Original Lease.
- C. Clarke, Jack Investments lease expired and vacated the property on or before September, 30 2013. Since this property was listed in the Additional Property, Galveston Island Waterpark, began using the property on October 1, 2013 and paying the then current annual lease rate of \$14,737.08 for the use of this property.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

II. Current Situation:

- A. This property was never added to the original Galveston Island Waterpark Lease Agreement by an Amendment.
- B. Galveston Island Waterpark desires to formally exercise its option with respect to this Additional Property as described as the 43,216 square foot tract identified as "Clark, Jack Investments" for the now current annual least rate of \$16,738.68.

III. Issues in Order of Importance:

- A. Amending the current Lease between Galveston Island Waterpark, L.P. and the City of Galveston is needed so all property being used is reflected in the Lease Agreement.

IV. Alternatives:

- A. City Council authorizes the City Manager to execute an Eleventh Amendment of the Lease between Galveston Island Waterpark, L.P. and the City of Galveston to include 43,216 sq. ft. of property located at 7902 Mustang Avenue.
- B. City Council does not approve the Eleventh Amendment.

V. Recommendation:

Staff recommends authorizing the City Manager to execute the Eleventh Amendment of the Lease between Galveston Island Waterpark, L.P. and the City of Galveston adding 43,216 sq. ft. of land located at 7902 Mustang Avenue, upon final approval by the City Attorney.

Respectfully submitted,

A handwritten signature in blue ink that reads "Mike Shahan". The signature is written in a cursive, flowing style.

Mike Shahan
Airport Director



ELEVENTH AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF GALVESTON AND
GALVESTON ISLAND WATER PARK, L.P.

THIS ELEVENTH AMENDMENT OF LEASE AGREEMENT (the "Eleventh Amendment") is made and entered into by and between Galveston Island Water Park, L.P., a Texas limited partnership (the "Lessee"), and the City of Galveston, Texas (the "City") on this the ____ day of April, 2019.

RECITALS

- A. On June 4, 2004, the City and Lessee entered into a written ground lease ("Original Lease") for the original tract ("Demised Premises") initially described as approximately 26.4006 acres. The Original Lease has been amended on ten prior occasions, with each such amendment stating the initial rent for the tract added by such amendment that is in all other respects to be governed by the terms of the Original Lease (the Original Lease, along with any and all amendments thereof being the "Lease"). The Eighth Amendment added one additional five (5) year option to secure financing for improvements. The Ninth Amendment added approximately 6.3 acres of land formerly known as the Racquet Club Lease. The Tenth Amendment added approximately 0.1317 acres of land formerly leased by Moody Gardens, Inc.
- B. Under Section 12(B) of the Original Lease, Lessee was given the option at its sole and absolute discretion to lease up to seven additional tracts described in Exhibit D attached to the Original Lease (the "Additional Property"), which property is owned by the City and located adjacent to or in the vicinity of the Demised Premises, but only after the third party leases(s) thereon expired or were terminated. If that option were exercised, the terms under which the Additional Property would be leased were specifically set out in Section 12(B) of the Original Lease.
- C. Lessee desires to exercise its option with respect to a portion of the Additional Property that has become available (the "Property"), as described below.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- 1. The Property which is the subject of this Eleventh Amendment is described as follows:

7902 Mustang Avenue, and more particularly described as the 0.9921 acre (43,216 square feet) tract (identified as "Clark, Jack Investments") on Exhibit A attached and incorporated by reference.

Said Property has become available for the monthly rental of \$1,394.89 (\$16,738.68/annually) (the "Rental"), payable in the same manner and with the same annual adjustments as described in Section 2 of 12(B) of the Original Lease.

2. Lessee, having had the opportunity to:
 - a. Review and approve the Property; and
 - b. Obtain a title commitment and title insurance pertaining to the Property at its sole cost and expense; and
 - c. Obtain an updated survey of the Property at its sole cost and expense;

has now acquired possession of the Property and shall pay the Rental as stated in Paragraph 1 above under the terms set out in the Original Lease.

3. The Lessee shall include the City of Galveston as a named insured or loss payee by endorsement on all insurance policies covering the Property, including both casualty and liability insurance, in amounts required by the Lease.
4. Except for any changes made in Paragraphs 1, 2 and 3 of this Eleventh Amendment, all provisions of the Lease will continue in full force for the original Demised Property, as previously amended in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Amendments to the Original Lease, and for the Property, with the specified Rental that is subject of this Eleventh Amendment. The parties hereto each ratify and affirm the continuing validity of the Lease as such has been amended hereby.
5. It is the City's and Lessee's intent to comply with applicable provisions of the Texas Local Government Code, Section 2264 et seq., as amended. Accordingly, it at any time Lessee submits an application to receive a "Public subsidy" as such term is defined in the Texas Local Government Code, Section 2264 et seq., as amended, Lessee shall include in the application a statement certifying that the Lessee's business, or a branch division, or department of the business, does not and will not knowingly employ an undocumented worker. As required by the Texas Local Government Code, Section 2264 et seq., as amended, if, after receiving a public subsidy, the Lessee's business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the lessee shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Lessee of the violation. Lessee acknowledges that as provided in the Texas Local Government Code, Section 2264, Lessee may be required to pay court costs and reasonable attorney's fees in any action brought to recover any such public subsidy.

EXECUTED on this ____ day of March, 2019.

THE CITY OF GALVESTON (LESSOR)

GALVESTON ISLAND WATER PARK,
L.P., a Texas limited partnership
(LESSEE)

By: ANH2O, Inc., a Texas corporation
Its General Partner

By: _____
_____, City Manager

By: CS RJ
Name: Robert J. Kirchner
Title: Vice President

ATTEST:

_____, City Secretary

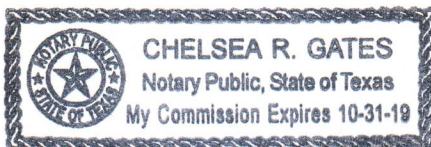
APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned Notary Public, on this day personally appeared Robert J. Kirchner, the Vice President of ANH2O, Inc., a Texas corporation, the General Partner of GALVESTON ISLAND WATER PARK, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said limited partnership.

Given under my hand and notarial seal this 9 day of April, 2019.



Chelsea R. Gates
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned Notary Public, on this day personally appeared _____, the City Manager of THE CITY OF GALVESTON, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said limited partnership.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public, State of Texas

EXHIBIT A

CHEROKEE

Clarke, Jack Investments

292'

60'

192'

40'

148'

T-410

T-411

T-400

T-401

T-402

T-406

T-405

MUSTANG

AIRPORT

BOULEVARD

GALVESTON MUNICIPAL AIRPORT

EXHIBIT D Page 5 of 7

FACILITIES ENGINEERING

GENERAL AVIATION SERVICES DIVISION

DATE 5-31-83
DRAWN BY F.F.

DRAWING NO.
712-104.1

[Signature]



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

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

April 16, 2019

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

From: Mario Rabago
Director of Parks and Recreation

RE: CONSIDER FOR ACCEPTANCE A DONATION OF TEN (10) WATER FOUNTAINS VALUED AT \$18,480 AND A SWING SET VALUED AT \$9,121.06 FROM THE BETTER PARKS FOR GALVESTON ORGANIZATION; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background

- A. Better Parks for Galveston is a non-profit, 501(c)(3) organization founded in 2012 in sole support of the City of Galveston Parks and Recreation Department and the development of city parks and their facilities and programs.
- B. The City of Galveston Parks and Recreation Department offers parks, playgrounds, athletic fields and facilities for recreational purposes and in support of improving the quality of life for the islands community.
- C. The dedication and hard work of the Better Parks for Galveston board played a vital role in raising funds for construction of Lasker Community Pool valued at ~4.1MM and the Crockett Park Complex valued at ~3.7MM. Better Parks for Galveston has also provided resources in support of several other Parks and Recreation Department initiatives.
- D. Recently staff presented a prioritized list of park needs to the Better Parks for Galveston board.
- E. The Better Parks for Galveston board discussed the needs assessment and agreed to donate water fountains that will be installed at several parks and a swing set for Adoue Park. The total value of the donation is \$27,601.06.

II. Current Situation

- A. The City's parks system is in need of new water fountains.
- B. Adoue Park, located next to Rosenberg Elementary School is one of the city's most popular parks. Park amenities include playground sets and picnic shelters. The addition of a swing set at Adoue Park will enhance the park and provide additional recreational options for children that visit the park.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

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

- C. In support of the City of Galveston's Parks and Recreation Department. Better Parks for Galveston has offered to donate ten water fountains valued at \$18,480 and one swing set valued at \$9,121.06 to the City of Galveston's Parks and Recreation Department. Total donation value \$27,601.06

III. Impact or Ramification

The Better Parks for Galveston donation of ten water fountains and a swing set will enhance the city's parks and provide much needed amenities to park users.

IV. Alternatives in order of priority

- A. City Council accepts the Better Parks for Galveston donation of ten (10) water fountains valued at \$18,480 and a swing set valued at \$9,121.06. Total value of the donation \$27,601.06.
- B. City Council rejects the Better Parks for Galveston donation.

V. Recommendation

- C. Concur with Alternative A. to accept The Better Parks for Galveston donation of ten water fountains valued at \$18,480 and one swing set valued at \$9,121.06 to the City of Galveston's Parks and Recreation Department. Total donation value \$27,601.06

VI. Fiscal Impact Report

Requested by:

Mario Rabago
Director of Parks and Recreation

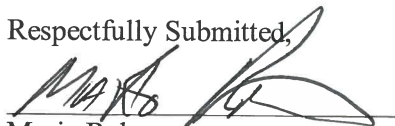
Funding Source:

No Cost/Donation

Total Cost

0.00

Respectfully Submitted,


Mario Rabago
Director of Parks and Recreation

Approved,

Brian Maxwell
City Manager



Furniture Proposal

Quote #18008

Inside Evolutions

Firehouse Beds

Contact Information Regina Thomas, Director of Sales
11 Greenway Plaza
Suite 150
Houston, TX 77046
(832) 477-3509

Proposal Date January 10, 2019

Contract Type NIPA / OMNIA PARTNERS - Delivered,
Contract 2015000068

Ship to Address TBA
Regina Thomas
TBA
Galveston, TX 77550
Phone: 832-477-3509
Mobile:

Part Number	Description	Qty	Price	Discount	Net Price	Extended
1. MWBEZZB203-YM87	Maxwell bed, Wood box headboard with shelf unit w/LED task light and plug strip with outlets and USB ports. Bolt on Spring deck and wood post footboard with wood panel 88"W x 40"D x 56"H Maduro	15	\$634.95	0%	\$634.95	\$9,524.25
2. ES463ST MC2 P1 CFVB	ESSENTIALS, Large Single Drawer Stacker, 26"W x 24"D, 14.5" Height 26"W x 24"D x 14 1/2"H Pick Color Below Case Material And Construction Type: Veneer - Glue & Dowel (#2) Pull Type: Pull Type - Integral (#1) Case Finish: Premium Finish - Maduro (#B)	45	\$190.88	0%	\$190.88	\$8,589.60
3. MTQUCP3680	MATTRESS, Quilted Chorus Plush, Dorm Twin XL 36x80 36"W x 80"D x 12"H	15	\$273.21	0%	\$273.21	\$4,098.15
Furniture Subtotal:						\$22,212.00
Furniture Total:						\$22,212.00
Freight Estimate:						\$0.00
Total Project Cost:						\$22,212.00



Quality products. Dedicated service.

No deposit is required from any Federal Agency. A minimum deposit of 50% (\$11,106.00) is required with purchase order from all other clients unless otherwise approved. If total project cost is less than \$5,000, a 100% deposit is required with purchase order from all other clients unless otherwise approved.



Quality products. Dedicated service.

Terms & Conditions

Quote #18008

NIPA – Delivered, Contract 2015000068

- 1) Pricing in US dollars and is valid for 30 days unless otherwise noted.** Pricing is based on total quote volume and is subject to change with changes to volume. Changes to options/finishes will affect this proposal. Other charges such as a freight, installation, project management, design services and/or set-up fee may be added at time of order.
- 2) Any applicable sales or other tax will be added upon invoicing.** If you are tax exempt, please provide a copy of a valid sales tax exemption certificate with your purchase order.
- 3) Buyer assumes all risk of loss of goods upon delivery by RT London to carrier.** RT London agrees to package goods, put them in the possession of a carrier, make appropriate arrangements for their transportation, and obtain and deliver documents necessary to enable Buyer to obtain possession of the goods.
- 4) RT London requires a valid purchase order to be signed by an authorized agent of your company.** In the event that a buyer does not issue standard purchase orders, then the terms and condition page of this proposal must be signed by an authorized agent of the company. To ensure accurate and timely entry of the product and pricing, please submit all pricing pages with your purchase order or signed terms and condition page.

Orders and payments can be sent to:

RT London
1642 Broadway NW
Grand Rapids, MI 49504-2027
Fax: 616-364-1131

- 5) Cancellation/Reschedule of Purchase Order(s).** In the event of any cancellation of all or part of any purchase order, the buyer agrees to pay RT London for all reasonable and allocable materials, material management, labor, overhead and general and administrative costs and expenses incurred as a result of any such cancellation, plus a reasonable profit within ten (10) days from the date of RT London's invoice. Non-standard items are not returnable and not cancelable
- 6) Warranty.** All RT London products are covered with generous warranties. Please visit www.rtlondon.com/about/warranty for additional information. Mattresses, box springs, fabrics and foam carry their manufacturer's warranty.
- 7) It is at the buyer's discretion to purchase guard rails and/or ladders when ordering beds that bunk or loft.**
- 8) Governing Law.** The formation and performance of the contract shall be governed by the Uniform Commercial Code, as adopted in the state of Michigan. Any action for breach of contract, including any breach of warranty, must be commenced within one (1) year after the cause of action has occurred. This contract shall not be subject to or governed by the United Nations Convention for the International Sale of Goods. Any legal or equitable actions arising out of or relating to this contract or any other contract between parties shall be brought only in the United States District Court for the Western District of Michigan, or in the district or circuit courts of Kent County, Michigan. RT London and Buyer agree that such court shall have jurisdiction over the parties.
- 9) RT London upholsters all lounge furniture across the roll unless otherwise specified.** Pattern matching is not guaranteed, special requests to pattern match must be made during the ordering process and may require an additional fee. Please note that if your order specifies a polyurethane, this product inherently stretches and could cause a rippling effect after use – for alternate choices, please contact our design department by emailing designservices@rtlondon.com.
- 10) Security Agreement** To secure payment of all amounts which are or may become due in the future for the purchase of any furniture or other goods (the "Products") from RT London, Buyer hereby grants to RT London a continuing purchase money security interest in the Products now or hereafter purchased by Buyer from RT London, together with all proceeds of the foregoing. Buyer shall not cause or permit any lien, security interest or encumbrance to be placed on the Products without RT London's prior written consent.
- 11) Deposit.** For orders above \$5,000, we require a minimum of 50% down payment contingent upon credit review with the final balance being due upon delivery unless otherwise approved. For orders below \$5,000, we require 100% down. RT London's standard credit terms are Due Upon Receipt. Additional cash down payment discounts may be available based on the table below. Discounts are not available on orders with a required greater than 50% down payment.
- 12) Specifying Maple or Oak Veneer.** Please keep in mind when specifying a maple or oak veneer, that this material is natural wood and therefore you can expect every piece to be unique. Natural characteristics such as knots and mineral deposits may be apparent and should not be interpreted as defects. If uniformity is desired, melamine offers a consistent look from one piece to the next.

Cash Down Payment Discount



RT LONDON®

Quality products. Dedicated service.

Project Acknowledgement

Firehouse Beds (Quote #18008)

Sales Rep Shannon Meek
shannon@insideevolutions.com
281-782-8584 (phone)
2817828584 (mobile)

Contact Information

Regina Thomas, Director
of Sales
TBA
TBA
Galveston, TX 77550
832-477-3509

Total Project Cost: \$22,212.00

No deposit is required from any Federal Agency. A minimum deposit of 50% (\$11,106.00) is required with purchase order from all other clients unless otherwise approved. If total project cost is less than \$5,000, a 100% deposit is required with purchase order from all other clients unless otherwise approved.

This quotation may be accepted either by signing below, accepting goods or services under or pursuant to this quotation, or otherwise confirming purchaser's acceptance of this quotation, whether in original, electronic or facsimile form.

Acknowledged by: _____

Date: _____



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko
Date: 04-09-19
Re: New Station FF&E

I. BACKGROUND

The Galveston Fire Department currently operates Fire Administration, Fire Prevention and Fire Station #1 from the City Hall Annex building located at 2517 Ball.

II. CURRENT SITUATION

A new Fire Station #1 is under construction at 823 26th street. This facility is slated for completion in mid-May 2019. All GFD operations currently at 2517 Ball will re-locate to the new facility.

III. PROPOSAL

In February, we proposed and received approval to purchase office desks, tables and chairs for the new facility. We identified three separate Companies for the purchase of Furniture, beds and installation. All three companies will remain the same however, RT London will be using a different Purchasing Coop than was originally approved.

The original proposal was approved with **RT London** identified as participants in Tx-MAS, a purchasing Coop. However, due to the fact that RT London allowed their TxMAS contract to expire and are unable to complete their renewal process in time, the bed purchase will still be using RT London, with NIPA, another purchasing Coop., approved by our Purchasing Department. The difference is in the cost which will now be \$22,212.00, which is \$1,584.20 less than previously approved.

IV. IMPACT

The funding stream will remain the same which is Governmental Expenditures – Capital Outlay #0100-170100-564005-419000.

RT London - \$22,212.00





Galveston Fire Department

MEMORANDUM

V. ALTERNATIVES

An alternative would be to move the existing old furniture to the new station. Most of this furniture was acquired from other areas of the City or purchased more than ten years ago when Fire Administration and Fire Prevention moved to their current location.

VI. RECOMMENDATION

Accept the proposal as described.

Approved / Disapproved

Dan Buckley, Deputy City Manager





City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Staff Report

April 15, 2019

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

From: Charles Kenworthy, Facilities Director

RE: Consideration for approval, a Professional Services Contract with The LaBiche Architectural Group Inc. for Architectural, Engineering and Project Management Services for the City Garage Roof Replacement project at a cost of \$31,190.00, authorizing the City Manager to execute all contract documents.

I. Background

- A. The City Garage Facility is a metal building that was constructed in 1983. This building has a 20,633 square foot standing metal seam roof that has exceeded its life span and is in need of replacement.
- B. The metal roof has multiple leaks that have become beyond permanent repair; one of the most critical areas that is leaking is located near the electrical panels, which is a safety concern.

II. Current Situation

- A. In addition to the fact that the standing metal seam roof has exceeded its life cycle, the existing building roof design does not meet current TWIA standards.
- B. The new roof will require engineering due to the additional purlins that are to be added in order to meet the current TWIA standards.





City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

- C. The LaBiche Architectural Group Inc. is one of the Council approved Architectural and Professional Services (RFQ-19-05). Their scope of work consists of:
- 1) Roof structure assessment
 - 2) Construction documents
 - 3) Assist with the procurement and evaluations process
 - 4) Construction management and review of roofing product submittals
 - 5) The LaBiche Group is presently the Architect on the 30th Street Water and Electric Pump Station Project and will manage this project at a reduced fee.

III. Alternatives in order of priority

- A. Council accepts the proposal from the LaBiche Architectural Group Inc.
- 1) Cost - \$31,190.00
 - 2) Timing - as soon as possible.
 - 3) Liability - this is a safety issue
- B. Council does not accept the proposal from The LaBiche Architectural Group Inc.
- 1) Cost - could potentially increase
 - 2) Timing - delays could cause additional damage to contents and equipment

IV. Recommendation

It is staff's recommendation to approve the proposal from The LaBiche Architectural Group Inc. for an amount not to exceed \$31,190.00.

V. Funding Source

Set Aside Infrastructure Fund

Respectfully Submitted,

Approved,

Charles Kenworthy
Facilities Director

Brian Maxwell
City Manager





City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the "City", and **The LaBiche Architectural Group, Inc.,** hereinafter called "**Company**", located in Beaumont, Texas in connection with the following project.

Re-roofing City Maintenance Facility, 3120 Church Street

The City desires that the Company perform certain professional architectural services in connection with the Project utilizing architects employed by the COMPANY; and the COMPANY represent that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein and in those documents, attached and incorporated for all purposes: Exhibits A, B, and D, identified as Responsive Proposal from COMPANY.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional architectural services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

- a. The COMPANY's basic services consist of the following and include the customary architectural services.
- b. The COMPANY shall manage the architectural services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City's approval a schedule for the performance of the architectural services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and

- shall respond to applicable design requirements imposed by those authorities and entities.
- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
 - f. Detailed scope of work can be found on Exhibit A.
2. Time of Performance - The services as set forth in Exhibits A, B and D shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 40, 60, 100, and 110 days respectively from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this professional services shall not exceed **\$31,190.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
- i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.

- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
- a. Design schedule in *Smartsheet*; the City shall provide and share a blank *Smartsheet* at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
- iii. 60% submittal (Rev. B – 60% submittal issued for review):
- a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;
 - Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (blue);
 - Sanitary Sewer system Details (red);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;
 - Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;

- Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Architect of Record, but someone with the technical knowledge and not directly related to the project.
 - c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved USACE, TXDOT/Galveston County, as applicable; Company is responsible for submitting the permit application and coordinating expeditiously with the respective agencies until permit approval, but is not responsible for agency delays beyond the Company's control.
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;
- l. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Architect of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in *Smartsheet*;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

- c. Conduct a Pre-Bid Conference between the Architect, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Architect's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
- vii. Construction Phase:
 - a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
- viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below. **Invoices will not be approved without the proper submittal/backup documents.** Always email a copy to the personnel above with the corresponding documents.
 - a. 30%
 - b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction
- ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
- 8. The City will comply with Texas law in paying and/or disputing invoices.
- 9. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
- 10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense

on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

11. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
13. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
 - a. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A are completed to the written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

14. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
- a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation
- Insurance coverage shall be on an "**occurrence basis**"
18. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
19. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
20. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
21. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

22. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
23. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

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

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

CITY OF GALVESTON, TEXAS

The LaBiche Architectural Group, Inc.

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Dohn H. Labiche, FAIA

TITLE: City Manager

TITLE: Principal

DATE: _____

DATE: _____

Approved As To Form

City Attorney's Office

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

EXHIBIT A



The LaBiche

ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FALA
Principal

Greg Wall, AIA
Principal

7999 Gladys, Suite 101
Beaumont, Texas 77706
(409)860-0197
Fax: (409)860-0198
www.labiche.com

March 25, 2019

Mr. Charles Kenworthy
City of Galveston - Facilities Department
823 Rosenberg
Galveston, Texas 77550

Re: Re-roofing City Maintenance Facility, 3120 Church Street

Dear Mr. Kenworthy,

We appreciate the opportunity to submit this proposal for Architectural Services to Re-roofing City Maintenance Facility, 3120 Church Street for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to the City of Galveston (hereinafter "Client") the services described below for the compensation described below.

ARCHITECTURE

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

Assessment

1. Perform a visual survey and assessment of roof conditions at 3120 Church Street.

Assessment Procedures

The following procedures will be taken to obtain information required to accurately assess the condition of each facility.

1. Conduct a visual inspection of the metal roofs, rooftop equipment, associated flashings and all other roof related features and assemblies.
2. Photograph / document roof conditions and specific flashing conditions as appropriate for assessment.
3. Structural assessment of roof purlins for conformance to TDI Insurance Requirements.

Construction Documents

1. Provide Construction Documents for use by Client to obtain bids for roofing repairs and replacement.
2. Structural Design for additional structural members as required to conform to the TDI Windstorm Insurance requirements.

Bidding

1. Assist Client in obtaining and evaluating bids/proposals for roofing work.
2. Draft Owner Contractor agreement with successful bidder.

Construction Observation

1. Make bi-weekly inspections of completed work to verify compliance with Construction Documents.
2. Review and evaluate roofing submittals.
3. Review and evaluate contractor pay requests.

Proposal for
Re-roofing City Maintenance Facility

4. Conduct final inspections and gather warranty documents for release of contractor retainage.
5. Yearend evaluation of work under warranty.

Compensation

The scope of work outlined above will be performed for Nine percent (9%) of the cost of construction plus reimbursable expenses. Probable Cost of Construction is estimated to be Three Hundred and Forty-Six Thousand, Five Hundred and Sixty Dollars (\$346,560.00). Estimated fee to be Thirty-One Thousand, One Hundred and Ninety-One Dollars (\$31,190.00).

Additional Services:

1. Additional services are any services performed by Architect for the Client beyond those specifically listed in this Agreement and can be provided at the Client's request for the rates included on the attached Hourly Rate Schedule.
2. Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

The Client agrees to the following:

1. Prompt payment of fees. Fees shall be due within thirty (30) days of receipt of invoice from Architect.
2. No amount of retainage or other limitation shall be withheld from any fees due except in the case of failure to perform under the agreement.

Should the above meet with your approval please sign and return a copy of this proposal to our office.

The LaBiche Architectural Group, Inc.:

 _____ (Signature)	Dohn H. LaBiche, FAIA, Principal _____ (Printed Name / Title)	_____ (Date)
---	---	-----------------

City of Galveston:

_____ (Signature)	_____ (Printed Name / Title)	_____ (Date)
----------------------	---------------------------------	-----------------

Proposal for
Re-roofing City Maintenance Facility

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	85.00
Intern Architect I	70.00
Draftsman	60.00
Secretarial	45.00
Draftsman	25.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

**Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900**



SALES QUOTE

Customer Copy

Number	Q153202
Date	12/9/2015
Page	1

5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

Sell To Cust. C12309	City of Galveston - Traffic Division 2801 Santa Fe Place Galveston, TX 77550 USA			Ship To Cust.	City of Galveston - Traffic Division 2801 Santa Fe Place Galveston, TX 77550 USA	
Reference #		Expires	Slsp	Terms	Freight	Ship Via
		1/8/2016	Krissy Awe	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	UM	Extension
124053	Strada, Parkeon, BNA, Solar w/TPL Option and Installation Includes 7 inch color screen. Accepts notes, coins and credit card for payment The above installation price includes a 1 yr. parts and labor warranty	16	EA	9,000.00	EA	\$144,000.00
105428	Bill Stacker - Strada BNA, Spare	8	EA	263.00	EA	\$2,104.00
126954	Strada BNA Coin Canister MEC1000003719 Parkeon, Spare Pay By Phone mobile integration is already available at no additional cost if using current 3rd party enforcement.	8	EA	315.00	EA	\$2,520.00

myParkfolio Backoffice fee which includes the cellular fee for each meter:
Pay By Plate: \$57 per meter per month

Extended warranty Years 2-5: \$1,000 per meter, per year. Includes two preventative maintenance calls per year. For the PM calls only, a \$250 trip charge will be added
Meters have a 5 year+ life expectancy, even in the harsh salt environment

TAPCO US Communities Contract # 2013-100

Thank you - Krissy Awe at TAPCO
Direct Ph # 262-649-5103
kristine@tapconet.com

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total

THANK YOU FOR CALLING TAPCO!!! THIS OFFER IS SUBJECT TO TERMS AND CONDITIONS SHOWN ON REVERSE SIDE

**SALES QUOTE****Customer Copy**

Number	Q153202
Date	12/9/2015
Page	2

5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

Sell To
Cust.
C12309

City of Galveston - Traffic Division
2801 Santa Fe Place
Galveston, TX 77550
USA

Ship To
Cust.

City of Galveston - Traffic Division
2801 Santa Fe Place
Galveston, TX 77550
USA

Reference #	Expires	Slsp	Terms	Freight	Ship Via
PARKEON SOLAR	1/8/2016	Krissy Awe	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	UM	Extension
------	-------------	----------	----	-------	----	-----------

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
\$148,624.00	\$0.00	\$0.00	\$148,624.00

THANK YOU FOR CALLING TAPCO!!! THIS OFFER IS SUBJECT TO TERMS AND CONDITIONS SHOWN ON REVERSE SIDE

BARRON COUNTY
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner
Russ Marske, Highway Operations Manager
Jerry Pich, Equipment and Facility Manager
Sandra Perry, Administrative Specialist
Jennifer Holub, Administrative Specialist

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
Fax: 715-637-3061

mark.servi@co.barron.wi.us
russ.marske@co.barron.wi.us
jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

Date: May 16, 2018

AMENDMENT NO. 5

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:

TAPCO (Traffic & Parking Control Co., Inc)
5100 W. Brown Deer Road
Brown Deer, WI 53223

CONTRACT NO.

2013-100

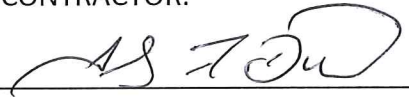
By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. To renew for (1) year, effective March 1, 2019 through February 28, 2020.

All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:


(Signature)

Andrew Bergholz
(Printed)

Co-Owner
(Title)

5/16/18
(Date)

BY BARRON COUNTY:


Mark Servi
Highway Commissioner

DISTRIBUTION:

U.S. Communitites – Tyler McCall (tmccall@uscommunities.org)

BARRON COUNTY
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner
Russ Marske, Highway Operations Manager
Jerry Pich, Equipment and Facility Manager
Sandra Perry, Administrative Specialist
Jennifer Holub, Administrative Specialist

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
Fax: 715-637-3061

mark.servi@co.barron.wi.us
russ.marske@co.barron.wi.us
jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

Date: November 14, 2017

AMENDMENT NO. 4

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:

TAPCO (Traffic & Parking Control Co., Inc)
5100 W. Brown Deer Road
Brown Deer, WI 53223

CONTRACT NO.

2013-100

By mutual agreement, Contract 2013-100 is hereby amended as follows:

1. To revise the Price List as detailed in document 1012-0020 dated 11/09/17 and Service Rates as detailed in document 1012-00011-VA dated 11/08/17, effective January 1, 2018.

All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:


(Signature)

Andrew Bergholz
(Printed)

Co-Owner
(Title)

11/14/17
(Date)

BY BARRON COUNTY:

Mark Servi
Highway Commissioner

DISTRIBUTION:

U.S. Communities – Tyler McCall (tmccall@uscommunities.org)

BARRON COUNTY
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner
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sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

Date: July 31, 2018

AMENDMENT NO. 3

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:

TAPCO (Traffic & Parking Control Co., Inc)
5100 W. Brown Deer Road
Brown Deer, WI 53223

CONTRACT NO.

2013-00

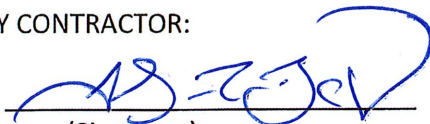
By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. To renew for (1) year, effective March 1, 2018 through February 28, 2019.

All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:


(Signature)

Andrew Bergholz
(Printed)

VP of Sales & Marketing - TAPCO
(Title)

8/3/17
(Date)

BY BARRON COUNTY:


Mark Servi
Highway Commissioner

DISTRIBUTION:

U.S. Communitites – Tyler McCall (tmccall@uscommunities.org)

BARRON COUNTY
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner
Russ Marske, Highway Operations Manager
Jerry Pich, Equipment and Facility Manager
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jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

Date: July 18, 2016

AMENDMENT NO. 2

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:
TAPCO (Traffic & Parking Control Co., Inc)
5100 W. Brown Deer Road
Brown Deer, WI 53223

CONTRACT NO.
2013-00

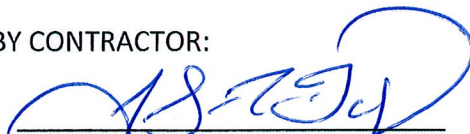
By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. To renew for (1) year, effective March 1, 2017 through February 28, 2018.

All other terms and conditions remain the same.

Acceptance:

BY CONTRACTOR:


(Signature)

Andrew Bergholz
(Printed)

VP of Sales
(Title)

7/18/16
(Date)

BY BARRON COUNTY:


Mark Servi
Highway Commissioner

DISTRIBUTION:

U.S. Communitites – Tyler McCall (tmccall@uscommunities.org)

BARRON COUNTY
HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

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jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

Date: April 24, 2014

AMENDMENT NO. 1

CONTRACT TITLE: Traffic Control Products and Related Products and Solutions

CONTRACTOR:

TAPCO (Traffic & Parking Control Co., Inc.)
5100 W. Brown Deer Road
Brown Deer, WI 53223

CONTRACT NO.

2013-00

By mutual agreement, Contract 2013-00 is hereby amended as follows:

1. Product and solution additions and deletions within the scope of the contract may be made on an as needed basis without consultation from either party. The scope of the contract is defined under the categories in Attachment 1. The Contractor agrees to apply the same contractual discount percentages and terms off of its list price as agreed upon in the contract.

All other terms and conditions remain the same.

Acceptance:

BY:

(Signature)

(Printed)

Mark Servi
Highway Commissioner

(Title)

(Date)

DISTRIBUTION:

U.S. Communities – Corey Imhoff (cimhoff@uscommunities.org)

CONTRACT 2013-00 PRODUCT AND SOLUTIONS CATEGORIES

1. IWS (Intelligent Warning System) Solar & Wirelessly Activated Products

- Such products include, but are not limited to:
 - o BlinkerSigns™, BlinkerBeacons™, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Pole Packages, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, BlinkLink™ Web-based Traffic Monitoring & Control, Radar Feedback Signage etc.

2. Parking & ITS (Intelligent Transportation System) Solutions

- Such products include, but are not limited to:
 - o Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Bondo, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Traffic Signals, Intelligent Transportation Systems, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers etc.

3. Industrial Products

- Such products include, but are not limited to:
 - o Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, etc.

4. High Visibility Apparel & Accessories

- Such products include, but are not limited to:
 - o Vests, Jackets, Trousers, Parkas, Rain Wear, Hard Hats, Safety Glasses, Megaphones, Hand-held Lights, Caps, Gloves, Leggings, First Aid Kits, EMT Bags, First Responder Products, etc.

5. Work Zone Products

- Such products include, but are not limited to:
 - o Cones, Cone Signs, Roll up signs, Sign Stands, Barricades, Message Boards, Barricade Lights Flares, Beacons, Flashlights, Incident Response Roll-up Signs, Radar Feedback Signs, Barrier Webbing, Reflectors, Traffic Paddles, Barriers, etc.

6. Traffic, Pavement Marking & Striping Items

- Such products include, but are not limited to:
 - o Car Stops, Speed Bumps, Speed Humps, Speed Tables, ADA Tactile Guidance Tiles, Guardrail Reflectors, Cable Guards, Bollards, Covers, Push & Rider Stripers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Chalk Boxes, Measuring Wheels, Sandbaggers, etc.

7. Delineators & Markers

- Such products include, but are not limited to:
 - o Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy, etc.

8. Signing

- Such products include, but are not limited to:
 - o MUTCD Signs, Wayfinding Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities

9. Digital Sign Making Products and Accessories

- Such products include, but are not limited to:
 - o Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software, Retroreflectometers, EC Films, Grommets, Banners, Sign Accessories, etc.

10. Posts, Poles & Bases

- Products Featured Include, but are not limited to:
 - o Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Briteside™ Reflective Pole Covers, Hardware, Post Caps, Crosspieces, Portable Sign Bases, etc.

11. Streetscape Decorative Products

- Products Featured Include, but are not limited to:
 - o Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks etc.

12. Parks & Rec

- Products Featured Include, but are not limited to:
 - o Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, etc.

Solutions, Service, Support and Consulting: Solutions, Service, Support and Consulting include, but are not limited to: technical expertise, contract compliance, wireless and solar site surveys, system retrofits or upgrades, installation and integrated services. These offerings will assist Participating Public Agencies to power, implement and integrate transportation safety projects with speed, intelligence and efficiency. Services will be provided through established relationships with TAPCO suppliers, installers, contractors, integrators or agency preferred companies. When combined with transportation systems Barron County and the U.S. Communities program, Participating Public Agencies will have access to TAPCO's full suite of products and services.

Examples of such projects and solutions include, but are not limited to:

- Parking Management and Operators
- Traffic and Crosswalk Solutions
- Efficient Traffic and Lane Pattern Design and Functionality
- Formulation of Theory of Operation for sign or multiple garage groupings
- Preparation of RFPs
- Revenue Operating and Control Devices and Systems
- Wireless Site Surveys for Wireless Ethernet Systems.
- Design and setup of Central and Closed Loop Traffic signal systems
- Design and setup of Vehicle Detection Systems
- Preventative Maintenance of Traffic Signal and ITS systems
- Support and design of mixed method on street networks for ITS.
- Automated Testing of Conflict Monitors
- Inventory Control Agency Implementation
- Sign Making Development and Training
- ITS Warning Systems
 - o Intelligent Too Fast for Curve Warning Systems
 - o Over height Warning Systems
 - o Using Bluetooth to determine Travel times

Intelligent Parking and System Solutions (IPASS) Rates	SKU	Rate
Standard Labor Monday thru Friday 8am-5pm	373-99990	\$120/hour
Overtime Labor (Time and a Half) Before 8 am, after 5pm, Saturdays	373-99991	\$180/hour
Sunday/Holiday Labor (Double Time) Sundays, Federal Holidays	373-99985	\$240/hour
IPASS Consulting and/or Engineering Service	373-57824	\$150/hour
Intelligent Transportation Systems (ITS) & Traffic Signals Rates	SKU	Rate

Standard Labor Monday thru Friday 8am-5pm	373-99988	\$120/hour
Overtime Labor Before 8 am, after 5pm, Saturdays	373-99989	\$180/hour
Sunday/Holiday Labor Sundays, Federal Holidays	373-99986	\$240/hour
ITS Consulting and/or Engineering Service and Support	373-3RKBS	\$150/hour
PM contract holders would have different hourly rates.		
Intelligent Warning Systems (IWS) and Blinker™ System Rates	SKU	Rate
Standard Labor Monday thru Friday 8am-5pm	RS10114	\$120/hour
Overtime Labor Before 8 am, after 5pm, Saturdays	RS040714	\$180/hour
Sunday/Holiday Labor Sundays, Federal Holidays	RS52415	\$240/hour
IWS Consulting and/or Engineering Service and Support	04RKBSMH	150/hour
Sign Making, Design and Digital System Support Rates	SKU	Rate
Onsite Training 1 or 2 day (custom quote required)	RS1030-TRAINING	\$1500-3000/day
Training Online	RS373-ONLINE	\$100/hour
Sign Making Consulting and/or Engineering Service and Support	RSDGJC45	\$150/hour
Graphic Design, Artwork Development & Schematic Development	373-01056	110/hour

TAPCO services support and consulting efforts are accompanied by, but not limited to, the following levels of experience.

ITS (Intelligent Traffic Systems)/Parking Systems Engineer

Experience/Education – They shall hold a bachelor's degree with an additional certification in related field with at least 10 years of minimum field experience and a Master of Science in transportation related field. They will be a certified IMSA Level I and II traffic signal technician. The Engineer will be a video installation and service installer and certified fiber optic technician and installer.

Responsibilities – Executive position responsible for oversight and implementation of governmental projects. Duties will require developing and multitasking traffic and parking projects containing a high degree of complexity. They are responsible for managing signal system installation and programming, including closed loop systems and applications engineering for signal controller installations. This person is in charge of personnel who service and maintain many of these systems and projects. Many projects involve System Integrator, Radio, Fiber Optics, Video Multiplexing and Communication Management Systems along with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices. The director will be certified to work with multifarious transportation devices and has the ability to act in as consultation role and train technical staff to meet the

requirements of the company and customer. Their responsibilities will include the abilities to balance on job work demands and guide governmental project budget constraints.

Project Manager

Experience/Education – They shall hold a bachelor's degree with certification in a technical field (electronics, engineering or electronics) and hold at least ten years of minimum experience in related field.

Responsibilities – The manager will hold duties of multitasking traffic and parking projects containing, developing and/or implementing a high degree of complexity. The project manager serves as a chief point of contact with the customer. The manager will be certified to work with a variety of transportation devices. Their responsibilities will include the abilities to balance on job work demands and guide governmental project budget constraints with the ability to deliver presentations and layout projects and strategy for clients.

Technical Service Manager

Experience/Education – They will hold a computer hardware and software vocational degree or equivalent along with a minimum of two years on the job experience of duties as Technical Service Manager.

Responsibilities – The manager will be responsible for supervision and all final field wiring terminations; software installation, programming and back up support. Those capabilities include and are not limited to; installing all Windows XP Professional software on all customers using Windows XP. Certifications include; SCAN NET certified for setup and installations including Windows XP server networks

Senior Systems Engineer

Experience/Education – They will hold a degree with a minimum of 60 credits from a technical college, vocational school or four year accredited university. The engineer will be a certified fiber optics technician and installer and a certified IMSA Level I and II traffic signal technician. The engineer will be a certified video installation and service installer with over ten years job experience.

Responsibilities – Their duties will require developing and multitasking traffic and parking projects containing a high degree of complexity. Responsible for signal system installation and programming including; closed loop systems and applications for engineering for signal controller installations. Many projects involve System Integrator, Radio, Fiber Optics, Video Multiplexing and Communication Management Systems and with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices.

Senior Technician

Experience/Education – They will hold a bachelors or vocational degree, or equivalent, with a minimum of 60 credits from a technical college, vocational school or four year accredited university. They shall also be a certified fiber

optics technician and installer and a certified IMSA Level I and II traffic signal technician. They will also be a video installation, detection and service certified installer with a minimum of five years experience. They will hold oversight of the technician.

Responsibilities – They will perform preventative maintenance and troubleshooting for control cabinets in addition to monitoring video detection cameras and traffic signal communication system along with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices.

Technician

Experience/Education – They will hold a degree with a minimum of 60 credits from a technical college, vocational school or four year accredited university and is a certified fiber optics technician and installer. They will hold an IMSA Level I and II traffic signal technician certification and will also be a certified video installation and service installer.

Responsibilities – They will perform preventative maintenance and troubleshooting for control cabinets in addition to monitoring video detection cameras and traffic signal communication systems along with the installation and maintenance of parking, signal, traffic, BlinkerSigns and other wirelessly activated transportation devices

Graphic Designer

Experience/Education – They will hold a HS/Vocational School degree with a minimum of three years of drafting experience.

Responsibilities – The responsibilities will contain, but not limited to the drafting, designing, modifying, storing and maintaining files for signing projects. The Graphic Designer will work with customer or company point of contact to develop customized designs that are used to create signs.

BARRON COUNTY HIGHWAY DEPARTMENT



Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

260 North 7th Street
Barron, WI 54812
Phone: 715-637-3755
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jerry.pich@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

TAPCO (Traffic & Parking Control Co., Inc.)
5100 W. Brown Deer Road
Brown Deer, WI 53223

Attn: Andrew Bergholz

Reference: RFP# 2013-100 – Traffic Control Products and Related Products and Solutions

Dear Mr. Bergholz:

ACCEPTANCE AGREEMENT

CONTRACT # 2013-100

This acceptance agreement signifies a contract award to TAPCO (Traffic & Parking Control Co., Inc.) in its entirety for Traffic Control Products and Related Products and Solutions. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance Agreement
2. The signed Memorandum of Negotiation

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Barron County. Contract award documents may be viewed on the Barron County website at www.barroncountywi.gov.



Mark Servi
Highway Commissioner
Barron County, WI

BARRON COUNTY
HIGHWAY DEPARTMENT

RECEIVED
FEB 06 2014



Mark Servi, Highway Commissioner
Russ Marske, Patrol Superintendent
Jerry Pich, Shop Superintendent
Sandra Perry, Office Coordinator
Jennifer Holub, Clerk I

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Barron, WI 54812
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MEMORANDUM OF NEGOTIATION
RFP# 2013-100

Barron County and TAPCO (Traffic & Parking Control Co., Inc.) hereby agree to the following in the execution of Contract 2013-100. The period of the contract is from March 1, 2014, through February 28, 2017, with three (3), one (1) year renewal options.

The final contract contains the following items:

- A. The Memorandum of Negotiation
- B. Barron County Affidavit of Publication
- C. Barron County RFP# 2013-100 and all Addenda
- D. TAPCO (Traffic & Parking Control Co., Inc.) Technical proposal as amended by this Memorandum of Negotiations
- E. TAPCO (Traffic & Parking Control Co., Inc.) Cost proposal as amended by this Memorandum of Negotiations
- F. Response to clarifications dated December 17, 2013.

ACCEPTED BY:


Andrew Bergholz
VP, Sales
TAPCO (Traffic & Parking Control Co., Inc.)


Mark Servi
Highway Commissioner
Barron County, WI

Mitchell Time & Parking

4806 North I H 35
AUSTIN TX 78751

SALES / SERVICE / SUPPLIES

Phone: (512) 371-7773

Fax: (512) 371-7181

INVOICE

Invoice Number: 67877

Invoice Date: March 1, 2019

Page: 1

Bill To:	Ship to Location:
SC: CITY OF GALVESTON 823 ROSENBERG SUITE 307 GALVESTON, TX 77550 Email To: MGray@GalvestonTX.gov	CITY OF GALVESTON 823 ROSENBERG SUITE 307 GALVESTON, TX 77550

OWNERSHIP: Buyer explicitly agrees that Seller retains and reserves title to the equipment until payment for equipment has been completed by Buyer according to the terms of this invoice.

Customer ID	Customer PO	Payment Terms	
CITYGAL		NET 10 DAYS	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS		3/31/19

Quantity	Item	Description	Unit Price	Amount
16.00	Maint-1YR	SERVICE MAINTENANCE FOR STRADA BNA METERS FROM JUNE 1, 2018 THROUGH MAY 31, 2019	1,000.00	16,000.00

Check/Credit Memo No:	Subtotal	16,000.00
	Sales Tax	
	Freight	
	Total Invoice Amount	16,000.00
	Payment/Credit Applied	
	TOTAL	16,000.00

**Thank
You**

In case of claims or returned
goods, please present this bill.

Received By

X

TERMS NET 10 DAYS, FINANCE CHARGES OF 1.5% PER MONTH AFTER THE FIRST MONTH. Please pay from this invoice



City Marshal

CITY MARSHAL'S OFFICE

823 Rosenberg | Galveston, TX 77550-0779

mgray@galvestontx.gov | 409-797-3611

Date: 04/25/2019

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

From: Michael Gray, City Marshal

RE: Consider for approval authorizing the City Manager to fund service agreements with Mitchell Time and Parking for Downtown Parkeon pay stations through May of 2020 out of the Parking Management Budget.

I. Background

- A. There are 16 pay stations in the Downtown paid parking area. These pay stations are crucial to the Downtown Parking Program. The pay stations are eligible for five years of extended warranty coverage since new from Mitchell Time and Parking. The extended warranties are crucial to pay station maintenance and operations. The service agreement and costs associated were procured under US Communities contract 2013-100.

II. Current Situation

- A. The current service agreement with Mitchell Time and Parking is due, and the service agreement to fund the extended warranties until May of 2020 is due May 1st.

III. Issues

1. Cost – \$32,000
2. Timing – Immediate
3. Impact or ramifications – The service agreement is necessary to the Downtown Parking Program.

IV. Alternatives in order of priority

- A. Authorize the City Manager to fund pay station service agreements through May of 2020.
- B. Deny the City Manager authorization to fund pay station service agreements.





City Marshal

CITY MARSHAL'S OFFICE

823 Rosenberg | Galveston, TX 77550-0779

mgray@galvestontx.gov | 409-797-3611

V. Recommendation

A. Authorize the City Manager to fund pay station service agreements through May of 2020.

VI. Fiscal Impact Report

Requested by: Michael Gray

Funding Source: Parking Management

Costs of implementation: \$32,000

Estimated annual M&O costs: N/A

Estimated cumulative M&O costs: N/A

Additional Information: N/A





City of Galveston

FLEET FACILITIES STAFF REPORT

April 16, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the three-year equipment rental contracts to Mustang Rental and United Rentals which were the only bidders that met the specifications for the Municipal Fleet Facility, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source will be from the requesting departments' rental accounts.

I. Background

- A. The Fleet Facility creates a three-year contract for equipment rentals for city operations.
- B. Examples of the items to be rented range from power hand tools and compressors, to earth moving equipment and street sweepers.
- C. Specifications have been created and the bid process is complete. The opening date was on February 26, 2019, Bid #19-006.
- D. Two vendors responded.
 - ☐ Mustang Rental Services - League City
 - ☐ United Rentals - Galveston
- E. The returns were studied and the listed vendors have been chosen due to cost analysis and the availability of equipment to the city upon request. Some equipment is not available and will have to be rented from various dealers (which will be handled on a case by case request).

II. Current Situation

Concur in Alternative A and approve the three-year equipment rental contracts to Mustang Rental and United Rentals which were the only bidders that met the specifications for the Municipal Fleet Facility, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source will be from the requesting departments' rental accounts.

III. Alternatives in order of priority

- A. Approve the contract to the only bidders that met specifications.
 - 1. Cost - estimated \$50,000 annually.





City of Galveston

FLEET FACILITIES STAFF REPORT

2. Timing - "on call status".
3. Departmental Improvements - will provide the city with needed rental equipment at the lowest price.

B. Do not approve the contract to the only bidders that met specifications.

1. Cost - estimated to exceed \$50,000 annually.
2. Timing - "on call status"
3. Departmental Improvements - will provide the city with needed rental equipment at an increased price.

IV. Recommendation

Concur in Alternative A and approve the three-year equipment rental contracts to Mustang Rental and United Rentals which were the only bidders that met the specifications for the Municipal Fleet Facility, and authorize the City Manager to execute the contract upon final approval by the City Attorney. The funding source will be from the requesting departments' rental accounts.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Departments will supply funding when requested.
Cost	\$50,000 annually (estimation only)
Savings Estimation	Will help reduce equipment rental costs.

Respectfully Submitted

David Smith
Executive Director



BID # 19-006

Tuesday, February 26, 2019 10 a.m. CST

Bids Opened By: Susan Serrano

Standby Emergency Generator Services

Opened in Room 100 City Hall

Witnessed By: Ja'Nice Locket

BIDDER	United Rentals	Mustang CAT	
Received Date and Time	2/26 8:10 AM	2/26 9:09	
	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)
Original & 1 Copy & Media Source	Y	Y	
Appendix A - Bid Document	Y	Yes	
Appendices B, C, D, E, F, G	Y	Y	
Appendix I - Not Required	Y	N/A	
Special Conditions Items 1 through 12 - Federal Clauses	Y	Y	
Addendum	N/A	N/A	
Price Sheets	Y	Y	

PRICING

TOOLS

Air Compressor 185 CFM

Alternate Brand Make Model		Sullair DPQ175	
Weekly Rate	105	190	
Monthly Rate	450	475	

Heaters 150,000 BTU

Alternate Brand Make Model		M-I-T-M MH-1170-N M10	
Weekly Rate	83	135	
Monthly Rate	165	405	

Concrete Saws 14" Walk Behind

Alternate Brand Make Model		MOSPELUA	
Weekly Rate	190	111	
Monthly Rate	480	300	

Generators 6,000 Watt

Alternate Brand Make Model		MAGAWATT	
Weekly Rate	190	110	
Monthly Rate	460	300	

Personnel Lifts 30 foot Reach

Alternate Brand Make Model	SKY LOCK SCISSOR 32FT	E-300A 1P	
Weekly Rate	315	1240	
Monthly Rate	1275	1200	

Lighting Towers Trail Type, Self Powered

Alternate Brand Make Model		Allmand NL16	
Weekly Rate	125	180	
Monthly Rate	385	450	

BIDDER	United Rental	Mustang CAT	
Pressure Washer 3,000 PSI			
Alternate Brand Make Model		M1-T-M1M-3000	
Weekly Rate	145	54	
Monthly Rate	400	135	
Water Pumps 6" Trash			
Alternate Brand Make Model	Pioneer 1 1/2" vac Ass't	Pioneer 1 1/2"	
Weekly Rate	400	112	
Monthly Rate	1200	1530	
Welding EQ 250 Amp			
Alternate Brand Make Model		Libra 1300	
Weekly Rate	145	140	
Monthly Rate	420	450	
Air Impact 3/4"			
Alternate Brand Make Model		Michigan Pneumatic	
Weekly Rate	110	120	
Monthly Rate	290	300	
Jack Hammer 90 lb			
Alternate Brand Make Model		Sullair MPE90A	
Weekly Rate	95	77	
Monthly Rate	225	230	
Sewer Snakes 100'			
Alternate Brand Make Model		Clayton 100 FT	
Weekly Rate	150	45	
Monthly Rate	390	135	
EQUIPMENT			
Backhoe 580 John Deere or Equal			
Alternate Brand Make Model	Casa 580	CAT 420	
Weekly Rate	550	820	
Monthly Rate	1600	2052	
Bucket Trucks 40' Bucket Boom			
Alternate Brand Make Model	JLG 4005	NOBID	
Weekly Rate	550	-	
Monthly Rate	1595	-	
Street Sweeper Truck - Street Industrial			
Alternate Brand Make Model	LAY - Mdr SM 400	Oxoco PM 2100	
Weekly Rate	700	700	
Monthly Rate	1620	1764	

BIDDER	United Rental Mustang CAT		
Motor Graders 12' Blade			
Alternate Brand Make Model	Case 865D.14ft	CAT 120M	
Weekly Rate	2035	1990	
Monthly Rate	4876	4968	
Road Blacktop Pavers - BOMAG CR352L or Equal			
Alternate Brand Make Model	No Bid	No Bid	
Weekly Rate	—	—	
Monthly Rate	—	—	
Road Milling Machine - BOMAG 13/3012 or Equal			
Alternate Brand Make Model	No Bid	No Bid	
Weekly Rate	—	—	
Monthly Rate	—	—	
Dump Truck 18 yd			
Alternate Brand Make Model	10-14 yd	CAT 725	
Weekly Rate	NA 1227	4180	
Monthly Rate	3687	10450	
Fork Lift 5,000 lb or larger			
Alternate Brand Make Model	Tony 28 Frank D425	CAT TH225	
Weekly Rate	380	1040	
Monthly Rate	850	11800	
Grader XL 3100 or Equal			
Alternate Brand Make Model	No Bid	No Bid	
Weekly Rate	—	—	
Monthly Rate	—	—	
MISCELLANEOUS ITEMS			
DOZER 90HP			
Alternate Brand Make Model		CAT D4K LTP	
Weekly Rate	1446	1714	
Monthly Rate	3847	4204	
Sewer Vac Truck			
Alternate Brand Make Model	No Bid	No Bid	
Weekly Rate	—	—	
Monthly Rate	—	—	
Alternate Brand Make Model			
Weekly Rate			
Monthly Rate			

CONTRACT FOR SUPPLY OF COMMODITIES
RENTAL EQUIPMENT

This Contract (the "Contract") is made and entered into this 12 day of April, 2019, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Mustang Rental Services.**, a company, located at 1281 Butler Rd., League City, TX, 77573. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with Equipment Rental within the City of Galveston ("City") and **Mustang Rental Services** ("Company") desires to provide such services; and

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

Rental Equipment

Response to BID 19-006

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

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, or picked up by City, in accordance with the specifications in Exhibit A. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

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

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

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

10. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in **Exhibit A**. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 1281 Butler Rd., League City TX, 77573. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis".

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship.

Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

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

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

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

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

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

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

24. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Rental Equipment within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

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

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

27. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

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

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

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

Mustang Rental Services
1281 Butler Rd.
League City, TX, 77573

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF GALVESTON, TEXAS

MUSTANG RENTAL SERVICES

By: _____
Brian Maxwell, City Manager

By: Khr _____
Katherine Reed, Outside Sales
Representative

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

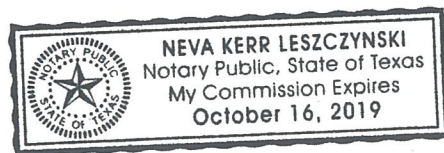
City Attorney

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

THE STATE OF Texas §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Katherine Reed of **Mustang Rental Services.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of April, 2019.



Neva Kerr Leszczynski
Notary Public in and for
The State of Texas



Bid Reference Number: 19-006

Project Title: Equipment Rental

Mustang Rental Services

1281 Butler Rd.

League City, TX 77573

Project Contact: Katherine Reed

KReed@mustangcat.com

(281) 745-8656

MUSTANG



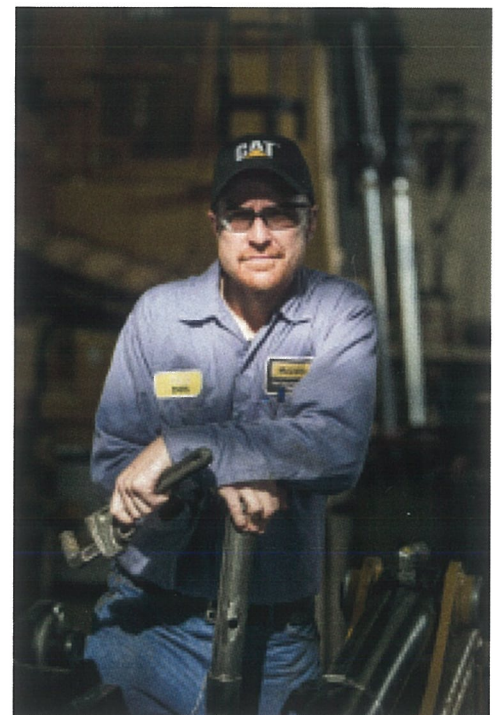
A Long Heritage of Serving Houston and Southeast Texas with Equipment & Service Solutions

With its headquarters in Houston, Texas, Mustang® Cat is a privately-held Caterpillar dealership which has been in the forefront of construction and power systems equipment for more than 60 years.

Mustang Cat is currently led by President Brad Tucker. Brad was preceded by great company leaders such as Otis Massey, Frank L. Tucker and Earl C. Calkins, who paved the way with their foresight and leadership making Mustang Cat what it is today – a customer solutions organization.

Since its founding in 1952, Mustang Cat has supported numerous projects that have shaped the footprint of Houston. Mustang's equipment has played a vital role in building landmarks such as the Houston Astrodome, Beltway 8 and the downtown skyline. Mustang continues to enhance the Houston area by supporting customers who are constructing the Northwest Freeway (290) expansion project and State Highway 99 (Grand Parkway).

In addition to paving roadways and highways, Mustang's power systems division generates power for numerous facilities throughout the Houston area including hospitals, education facilities, municipalities, commercial businesses and other industries that need power. Recent expansions to power systems equipment including electric power generation, gas compression pumps, transmissions and other power equipment continue the focus to provide solutions for our different customer market segments.





MUSTANG PROMISE

QUALITY | PROTECTION | TRUST



OUR PROMISE

**\$10 MILLION
IN CAT PARTS IN STOCK**

OUR PROMISE

48 HR. SERVICE

Machine or Engine Service Tech on your location within 48 hrs
Shop Inspection Report within 48 hrs

OUR PROMISE

**COMPLIMENTARY PROTECTION ON NEW
CATERPILLAR MACHINES* FOR THE FIRST YEAR**

Free Rental Loaner during warranty term
Complimentary VisionLink® Service

OUR PROMISE

**COMPLIMENTARY DEMO & CAT CERTIFIED
OPERATOR TRAINING**

Scheduling of Cat Certified Demo Operator
to Your Location at No Charge
Mustang Welcome Kit delivered to new customers
with new machine sale

OUR PROMISE

RENTAL RELIABILITY

Most up to date Technology throughout our fleet
4 Hour Rental Machine Replacement
Rental Equipment Available 24/7

MUSTANG



**T H E
Rental
S T O R E**

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Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

Appendix A (pages 9 through 18) must be included in the bid submittal.

Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

Appendix J (pages 28 through 45) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.

ITB Number:	19-006		
Project Title:	Rental Equipment		
Submittal Deadline:	Tuesday, February 26, 2019 @ 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			
<u>Bidder Information:</u>			
Bidder's Legal Name:	Mustang Rental Services		
Address:	1281 Butler Rd		
City, State & Zip	League City, Texas 77573		
Federal Employers Identification Number #			
Phone Number:	(409) 933-7368	Fax Number:	281-332-4357
E-Mail Address:	KReed@mustangcat.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>Katherine Reed</u> ^{outside sales} representative			
Signature of Authorized Representative: <u>[Signature]</u>			
Signed this <u>22</u> (day) of <u>February</u> (month), <u>2019</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
		Please see next page for pricing list.	\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Sullair DPQ185 Air Compressor	\$ 475	\$ 475
2	1	MI-T-M MH-0150-NM10 Heater	\$ 405	\$ 405
3	1	MQ SP1E16A Walk behind saw	\$ 300	\$ 300
4	1	MQ GA6HR 6,000 W Generator	\$ 300	\$ 300
5	1	E300AJP 30' Lift	\$ 1,600	\$ 1,600
6	1	Allmand NL16	\$ 450	\$ 450
7	1	MI-T-M CM-3000-0MMB Pressure washer	\$ 135	\$ 135
8	1	Pioneer 6x6 Pump	\$ 1,530	\$ 1,530
9	1	Lincoln V300 Welder	\$ 450	\$ 450
10	1	Michigan Pneumatic 750SS Air Impact	\$ 300	\$ 300
11	1	Sullair MPB-90/77 Jack Hammer	\$ 230	\$ 230
12	1	Clog Hog 100' Sewer Snake	\$ 135	\$ 135
201	1	Cat 420 Backhoe	\$ 2,052	\$ 2,052
203	1	Broce BW260 Street Sweeper	\$ 1,764	\$ 1,764
204	1	Cat 120M Motorgrader	\$ 4,968	\$ 4,968
205	1	Cat D4K-LGP Dozer	\$ 4,284	\$ 4,284
209	1	Cat 725	\$ 10,450	\$ 10,450
210	1	Cat TH255	\$ 1,600	\$ 1,600
TOTAL ALL LINE ITEMS			\$ 31,428	\$ 31,428

These prices reflect the price to rent each item per month.

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: 30 years; and the number of employees: 182.

- 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: Mesa Line Services	
Contact Name: Stan Harvey	Contact Title: Fleet Manager
Phone: 979-848-4679	Email: stan.harvey@mesalinesvc.com
Date and Scope of Services Provided: 06/17 to Current: provided rental equipment	

Reference #2:

Client / Company Name: T&L Lease Services	
Contact Name: Travis	Contact Title: Purchaser/Fleet Manager
Phone: 832-712-5547	Email: travis@tllease.com
Date and Scope of Services Provided: 10/16 to Current: Provided Rental equipment in a timely manner for them to complete their job.	

Reference #3:

Client / Company Name: City of League City	
Contact Name: Pat Seir	Contact Title: Public Works Supervisor
Phone: 281-554-1091	Email: pat.seir@leaguecitytx.gov
Date and Scope of Services Provided: 5/15 to Current: Provided rental equipment in order for them to complete their job.	

5. Trade Secrets and/or Confidential Information

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

6. Federal, State and/or Local Identification Information

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

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can purchase.**

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

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any 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 1.5 %

SECOND ADDITIONAL YEAR (FY 2023) ESCALATION..... 1.5 %

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: Mustang Rental Services

Contract #: _____

Description: Rental Equipment

Primary Contact (Name): Katherine Reed

Primary Contact Phone Numbers: Home: _____ Cell: (281) 745-8656

Secondary Contact (Name): Terry Byford

Secondary Contact Phone Numbers: Home: _____ Cell: (281) 850-7081

After Hours emergency opening fee, if applicable: \$ none

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, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

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

- i. **Indemnity for Intellectual Property:** 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, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a 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.

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.

N/A

Name of Officer

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

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

4._____
Signature of person doing business with the governmental entity_____
Date

Adopted 06-29-2007

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

Appendix C - House Bill 89 Verification

I, Katherine Reed (Person name), the undersigned representative of (Company or Business Name) Mustang Rental Services (hereinafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

- a. **Does not boycott Israel currently; and**
- b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

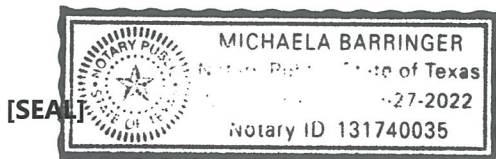
2-22-19
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February 2019.



[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

Katherine Reed

Bidder's Printed or Typed Name



Bidder's Signature

2-22-19

Date

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

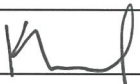
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY 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 Mustang Rental Services

ADDRESS 1281 Butler Road, League City, Tx. 77573

PHONE (409) 933-7368

FAX _____

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Katherine Reed

POSITION WITH COMPANY Outside Sales Representative

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID 

COMPANY OFFICIAL (PRINTED NAME) Katherine Reed

OFFICIAL POSITION outside sales representative

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.

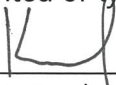
BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

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.

Katherine Reed

(Printed or typed Name of Signatory)



(Signature)

2.22.19

(Date)

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

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE 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 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 19-006 Equipment Rental.

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.

CITY OF GALVESTON BID # 19-006 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.

Katherine Reed

(printed name of signatory)

(signature and date)

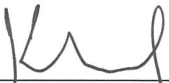
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

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.

Katherine Reed

(printed name of signatory)

 2-22-19

(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."

Katherine Reed

(printed name of signatory)

KR 2-22-19
(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.

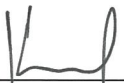
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

Katherine Reed

(printed name of signatory)

 2-22-19
(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, Mustang Rental 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 22 day of February, 2019

By Krf
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Katherine Reed
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Outside Sales Representative
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.

Katherine Reed

(printed name of signatory)

KR 2-22-19
(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.

Katherine Reed

(printed name of signatory)

KR 2-22-19
(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>.

Katherine Reed

(printed name of signatory)

Kul 2-22-19

(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.

Katherine Reed

(printed name of signatory)

Kul 2-22-19

(signature and date)

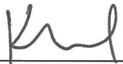
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

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.

Katherine Reed

(printed name of signatory)

 2-22-19

(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
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	January 29, 2019
Deadline for Submittal of Written Questions	February 15, 2019 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	February 26, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	February 2019
Anticipated Award Date	March 2019

7. Scope of Services

General Description:

The intention of the specifications is to award a three year contract for heavy equipment and tool rental to be used by the City of Galveston. No guarantee of quantity is expressed or implied, by the City, to be purchased/rented under this award.

If vendor would like the City to consider other equipment not listed on the bid form it should be listed as an available rental option with the pricing information, including daily or weekly rental rate, or discount off of list price.

Equipment year, make, and model should be listed on the bid form and for any additional equipment that vendor is asking the City to consider as part of the contract.

Specifications:

Condition of Equipment. Vendor shall insure that the equipment is in good, safe, and proper working condition before equipment is delivered to the City of Galveston. Vendor shall provide performance records of equipment prior to delivery.

Maintenance/Repairs. The City shall be responsible for fuel, flat tire repairs, daily fluid level checks and fill-ups, daily safety checks, all damage and missing parts, and prematurely worn or damaged tires.

Repairs. The vendor will be responsible for any repairs relating to the equipment. No rental will be paid for equipment downtime. Downtime will be from the time the vendor is notified that the equipment is not available because of needed repairs until the equipment has been placed back into, or is ready for operation.

Out of Service. City of Galveston shall notify Vendor when a unit is out of service, waiting for repairs, and shall not be charged for rental until the unit has been repaired.

Damage Waivers. Any insurance for the protection of the equipment will be carried by the vendor. No damage waivers will be permitted.

Delivery:

The equipment shall be delivered and made ready for continuous operation to City of Galveston locations and divisions. Delivery shall be F.O.B. and at no additional cost to the City of Galveston to the desired location.

The contractor shall be required to have in stock a sufficient quantity to supply the reasonable demands of the City, promptly upon request. If unavailable from stock, it shall be the contractor's responsibility to obtain the same heavy equipment for rental from some other source. In the event the contractor fails to secure the required heavy equipment for rental within forty- eight hours, the City shall have the option to obtain the required heavy equipment for rental from an independent source.

Vendor shall not substitute and make delivery of equipment for rental, other than the brand or trade name proposed, without prior written approval by the City. Any substitution delivered without prior written consent by the City will be sufficient grounds for termination of the contract.

Rental and Billing:

No equipment should be delivered without a Purchase Order issued by the City of Galveston.

All invoices shall be sent to the City of Galveston, Accounts Payable, PO Box 779, Galveston, Texas 77553. Invoices shall contain the City's Purchase Order number and the details of the items delivered, quantity of items, weekly/hourly rate, total time rented, and the total amount of the invoice. Failure to comply with the conditions could result in delay of payment.

(The remainder of the page left intentionally blank.)

Pricing Form on the Next Page

**Rental Equipment
Price Form**

ITEM	DESCRIPTION	Alternate Brand Make Model	WEEKLY RATE	MONTHLY RATE	TOOL PACKAGE
001	AIR COMPRESSOR	185 CFM	Sullair DPQISS	190	475
002	HEATERS	150,000 BTU	MI-T-M, MH-0150-NM10	135	405
003	CONCRETE SAWS	14" WALK BEHIND	MQ SP1E16A	110	300
004	GENERATORS	6,000 WATT	MQ GA6HR	110	300
005	PERSONNEL LIFTS	30' REACH	E300 AJP	640	1600
006	LIGHTING TOWERS	TRAIL TYPE, SELF POWERED	Allmand NL16	180	450
007	PRESSURE WASHER	3,000 PSI	MI-T-M CM-3000-OMMB	54	135
008	WATER PUMPS	6" TRASH	Pioneer 6x6	612	1530
009	WELDING EQ	250 AMP	Lincoln V300	180	450
010	AIR IMPACT	3/4 "	Michigan Pneumatic 75055	120	300
011	JACK HAMMER	90 LB	Sullair MPB- 90A	77	230
012	SEWER SNAKES	100 '	Clog Hog 100'	45	135
013					
014					
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201	BACKHOE	580 JOHN DEERE OR EQUAL	CAT 420	820	2,052	EQUIPMENT PACKAGE
202	BUCKET TRUCKS	40' BUCKET BOOM	-----	----	----	
203	STREET SWEEPER TRUCK	STREET INDUSTRIAL	Broce BW260	706	1,764	
204	MOTOR GRADERS	12' BLADE	CAT 120M	1,990	4,968	
205	DOZERS	90 HP	CAT D4K-LGP	1,714	4,284	
206	SEWER VACUUM TRUCK	STREET INDUSTRIAL	-----	-----	-----	
207	ROAD BLACKTOP PAVERS	BOMAG CR352L OR EQUAL	-----	-----	-----	
208	ROAD MILLING MACHINE	BOMAG 1300/30-2 OR EQUAL	-----	-----	-----	
209	DUMP TRUCK	18 YARD	CAT 725	4,180	10,450	
210	FORK LIFTS	5000 LB OR LARGER	CAT TH225	640	1,600	
211	GRADALL	XL 3100 OR EQUAL	-----	-----	-----	
201						
202						
203						
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210						
211						

PLEASE SUPPLY PRICING FOR THE ABOVE EQUIPMENT ON A WEEKLY RENTAL. IF YOUR EQUIPMENT DOES NOT MATCH, SUPPLY THE NEXT CLOSEST EQUAL.

IN ACCORDANCE TO THE SPECIFICATIONS AND IN ACCORDANCE WITH THE GENERAL CONDITIONS OF BIDDING. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL.

COMPANY	<u>mustang Rental Services</u>
ADDRESS	<u>1201 Butler Rd. League City, 77573</u>
PHONE NUMBER	<u>409-933-7368</u>
AUTHORIZED SIGNATURE	<u>Katherine Reed</u>
PRINTED NAME	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-476107

Date Filed:
04/12/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mustang Rental Services
League City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-19-031
Rental Equipment

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.



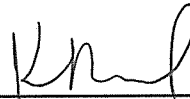
6 UNSWORN DECLARATION

My name is Katherine Reed, and my date of birth is 01-08-93.

My address is 6902 CR 167 (street), Alvin (city), TX (state), 77511 (zip code), U.S.A. (country).

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

Executed in Brazoria County, State of Texas, on the 12 day of April, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Bowen, Milette & Britt Insurance Agency, LLC 1111 N. Loop West, Suite 400 Houston TX 77008		CONTACT NAME: Lennie Gaza PHONE (A/C, No, Ext): 713-880-7100 E-MAIL ADDRESS: Certificates@bmbinc.com FAX (A/C, No): 713-880-7166	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Ins Co	
		INSURER B: AXIS Surplus Insurance Company	
		INSURER c: Liberty Insurance Corp	
		INSURER D: Liberty Mutual Ins Co	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 901580817

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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	TB7691012083288	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	AS2691012083338	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	EAU782050012018	7/1/2018	7/1/2019	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	WA769D012083218	7/1/2018	7/1/2019	☒ 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)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:

Blanket additional insured premises and operations per form #CG 2010 04/13 and CG 2011 0413 (Lessor)

Blanket additional insured products and completed operations per form #CG 2037 04/13

Blanket waiver of subrogation per form #CG 2404 0509

See Attached...

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Mustang Machinery Company, LLC dba Mustang Cat 12800 Northwest Freeway Houston TX 77040
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket primary/non-contributory per form #LC 2420 02/13

Automobile:

Blanket additional insured per form #CA 2048 10/13

Blanket waiver of subrogation per form #CA 0444 10/13

Blanket primary/non-contributory per form #AC 84 23 08/11

Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B

Blanket Alternate Employer per form #WC 00 03 01 04/84

Excess Liability:

Blanket additional insured per form #XLP0001 01/03

Blanket waiver of subrogation per form #XLP0001 01/03

Blanket primary/non-contributory per form #XLW5050 06/14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

SCHEDULE

Designation Of Premises (Part Leased To You):

Any premises you lease

**Name Of Person(s) Or Organization(s)
(Additional Insured):**

Any manager or lessor of your premises for whom you have agreed in writing prior to a loss to provide liability insurance

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



City of Galveston

FLEET FACILITIES STAFF REPORT

April 12, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the purchase of twenty (20) camera recording systems for the sanitation fleet to be purchased from Safety Vision through HGAC Buy for a total price of \$46,440 which will be funded by the sanitation equipment account, 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 (20) camera recording systems has been identified.
- B. The Sanitation Department has nine (9) automated trucks and eleven (11) rear-loader trucks in its fleet which will be outfitted with these systems.
- C. The camera system is an onboard recording system that performs video surveillance of the exterior areas of the truck (front, rear and right side). It will assist staff with identifying if a trash can was placed at a curb prior to the trucks scheduled arrival.
- D. These systems will also improve safety, and reduces liability to the city.
- E. Safety Vision is based out of Houston, Texas and will supply the materials and labor required for these installations (two quotes attached).
- F. HGAC Buy is a member of a cooperative purchasing organization that the city is a member of that performs bidding packages for local governments.
- G. The extended purchase price is \$46,440.

II. Current Situation

The City Council will have to approve the purchase of twenty (20) camera recording systems for the sanitation fleet to be purchased from Safety Vision through HGAC Buy for a total price of \$46,440 which will be funded by the sanitation equipment account, 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. Approve the request.

1. Cost - \$46,440.
2. Timing - As soon as possible.
3. Departmental Improvements - Will provide a check system for can placement, improve safety, and reduce liability.

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 - None

IV. Recommendation

Concur in Alternative A; approve the purchase of twenty (20) camera recording systems for the sanitation fleet to be purchased from Safety Vision through HGAC Buy for a total price of \$46,440 which will be funded by the sanitation equipment account, 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	Sanitation Minor Equipment Account
Cost	\$46,440





City of Galveston

FLEET FACILITIES STAFF REPORT

Savings Estimation

The installation of these systems can reduce liability from auto accidents and assist with improving operations.

Respectfully Submitted

David Smith
Executive Director



PURCHASE BREAKDOWN

Quote	Subject	Cost
T011324	Recorders, Cameras, Cables, Monitors	\$ 35,440
T042538	Installation	\$ 11,000
		\$ 46,440



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

DATE:	PAGE	ORDER NUMBER:
1/10/2019	1	T011324

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: 10/05/2021

SALESPERSON: ABV - Austin Vaughn

CUSTOMER PO: Refuse Quote		ORDER DATE: 01/10/2019	SHIP VIA: UPS		TERMS: Net 30 Days	
ITEM NUMBER	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT

Complete Three Camera System

7" Touch Screen Monitor

SV-CP4-HYB-KIT	kit for CP4 Hyb	20.00	0.00	2,215.00	44,300.00
ICPMONCABL	ICP MONITOR CABLE	20.00	0.00	COMPONENT	
SV-CP4-HYB	touch screen 4120/4116/4112 only	20.00	0.00	COMPONENT	
SV-CP4-VISOR	visor for the CP4	20.00	0.00	COMPONENT	
SV-LCD-RM1.0-4	RAM MT. 1.0" ball and 4" ext.(RAM-B-101-SA4U)	20.00	0.00	COMPONENT	
4000HYB-CP4ADAP	CP4 adaptor for the 4000HYB	20.00	0.00	0.00	0.00

4000-HVR Recorder With 256G SD Card & Components

4000-HVR-256KIT	4000-HVR with 256GB SD Card	20.00	0.00	0.00	0.00
4000-A/VOUT-ADA	a/v out adaptor for 4000	20.00	0.00	COMPONENT	
4000-HVR	4 channel HVR	20.00	0.00	COMPONENT	
4000HYB-SENSHRN	Sensor Harness for 4000HYB	20.00	0.00	COMPONENT	
41-GPS	GPS Module for 41 Series	20.00	0.00	COMPONENT	
41-PWRHRNS	Power Harness 4000/4100/4108/4112/4116	20.00	0.00	COMPONENT	
SD-256GS	256GB SD Card	20.00	0.00	COMPONENT	
SV-A/V-INPUTADA	Video/audio input ADP for 4000.	80.00	0.00	COMPONENT	
SV-BATTERY-AAA	Alkaline AAA Battery	40.00	0.00	COMPONENT	

Panic Button Kit

4000PANIC-KIT	4000 Panic Button Kit	20.00	0.00	0.00	0.00
4000HYB-LEDPANC	4000HYB LED PB or ACC cable	20.00	0.00	COMPONENT	
41-COMEXT	Communication Extender	20.00	0.00	COMPONENT	
41-PANIC	Panic Button for 4108/4112/4116	20.00	0.00	COMPONENT	

Interior AHD Forward Facing Camera

AHD-2.8M-BK	2.8MM Black Camera without IR's	20.00	0.00	0.00	0.00
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Continued



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

DATE:	PAGE	ORDER NUMBER:
1/10/2019	2	T011324

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: 10/05/2021

SALESPERSON: ABV - Austin Vaughn

CUSTOMER PO: Refuse Quote		ORDER DATE: 01/10/2019	SHIP VIA: UPS		TERMS: Net 30 Days	
ITEM NUMBER	DESCRIPTION	QTY	SHIPPED	PRICE	AMOUNT	
41-WS-BRKT	front windshield bracket	20.00	0.00	0.00	0.00	
SVS-5MMF	5m M/F THREADED CABLE	20.00	0.00	0.00	0.00	
Exterior Analog Right Side/House Facing Camera						
SV-630A-KIT	3mm Color CAM W/Accessories	20.00	0.00	0.00	0.00	
SVS-10MMF	10m M/F THREADED CABLE	20.00	0.00	0.00	0.00	
Exterior Analog Rear Facing Camera						
SV-630A-KIT	3mm Color CAM W/Accessories	20.00	0.00	0.00	0.00	
SVS-20MMF	20m M/F THREADED CABLE	20.00	0.00	0.00	0.00	
HGAC Contract Number: EF04-19						
Product Code: EF0439E---20% Discount						
/D	HGAC Discount					8,860.00-

Quote Written By Austin Vaughn

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: 35,440.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
35,440.00



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

DATE:	PAGE	ORDER NUMBER:
4/15/2019	1	T042538

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: 06/14/2019

SALESPERSON: ABV - Austin Vaughn

CUSTOMER PO: Refuse Installation Quote		ORDER DATE: 04/15/2019	SHIP VIA: UPS		TERMS: Net 30 Days	
ITEM NUMBER	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT

/INSTALL	Complete Three Camera Recording Install Installation - Refuse	20.00	0.00	550.00	11,000.00
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/MISC	Optional Two Day On Site Equipment Training Two Day Onsite Training				1,875.00
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Quote Written By Austin Vaughn

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:	12,875.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
	12,875.00

OBSERVER™ 4000 HVR

5-CHANNEL HYBRID VIDEO RECORDER



Equipped with HD video recording, Safety Vision's Observer 4000 HVR delivers crystal clear accuracy for quality that matters. Recommended for solutions up to 5 cameras, the Observer 4000 HVR is our most economical system, offering a cost-effective approach to high definition recording. Custom triggered sensors mark video and record vehicle data, while passive GPS tracking records vehicle route history synchronized with video. The Observer 4000 HVR is built tough for extreme durability on the road, giving you the ultimate in budget flexibility with the system reliability you deserve.

OS SUPPORT

Linux 3.0.8

CAMERA CHANNELS

4 channels (*HD or Std Res*) + 1 IP

VIDEO / AUDIO OUTPUT

1 channel

QUALITY SETTINGS

Adjustable 8 levels

RECORDING RESOLUTION

NTSC: 4 × 720p @ 15fps + 1 × IP 1080p @ 30 fps

or

4 × D1 @ 30fps + 1 × IP 1080p @ 30 fps

PAL: 4 × 720p @ 15fps + 1 × IP 1080p @ 30 fps

or

4 × D1 @ 30fps + 1 × IP 1080p @ 30 fps

STORAGE

2 × SD card (*256 GB each, 512 GB total*)

Mirror Recording: 1 × SD card up to
256 GB max (*optional*)

RECORDING MODES

Continuous / scheduled / alarm

PRE-EVENT RECORDING

Configurable up to 60 minutes

POST-EVENT RECORDING

Configurable up to 30 minutes

ETHERNET

6-pin M12 (1 × 10/100M)

WI-FI

External radio required

GPS (BUILT-IN)

Antenna required
(*date / time, speed, mapping data*)

ACCELEROMETER

6-Axis (*external*)

INTERFACES

Front: 1 × USB 2.0 (*type A*)

Back: 2 × RS232, 2 × RS485

SENSORS

8 inputs, 2 outputs

POWER INPUT

8 ~ 36V DC, ACC

OPERATING TEMPERATURE

-40° F ~ 158° F (-40° C ~ 70° C)

DIMENSIONS (W × H × D)

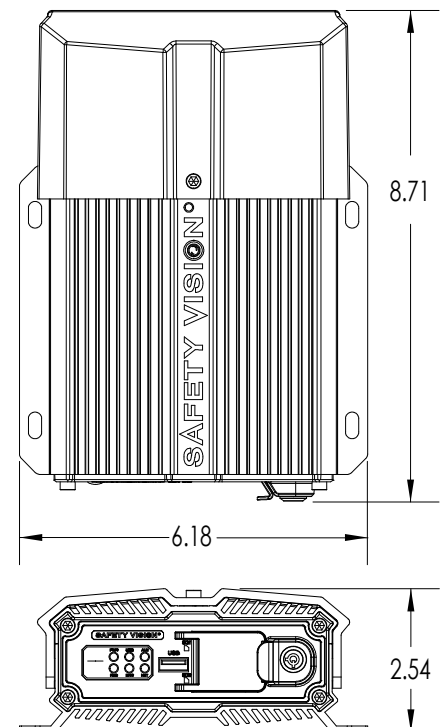
6.18 × 2.51 × 8.76 in (157 × 63.7 × 222.5 mm)

CERTIFICATIONS

MIL-STD-810, FCC, CE, EN50155, EN60068,
IEC60068

PART NUMBER

4000-HVR



6100 W. Sam Houston Pkwy. N.
Houston, TX 77041

**SAFETY
VISION®**

800.880.8855
www.safetyvision.com

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H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Safety Vision LLC - Public Services -

19-00073

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Safety Vision LLC, hereinafter referred to as the Contractor, having its principal place of business at 6100 West Sam Houston Parkway North, Houston, TX 77041.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Apr 01 2019 and ends Mar 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, 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, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: 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 Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, 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, loss of 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 Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, 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 the 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, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the 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. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement 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 the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Safety Vision LLC

DocuSigned by:
Signature 
9712EEB647D3414...

Name Joe McCleary

Title Sales Manager

Date 3/5/2019

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/1/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Safety Vision LLC - Public Services -

19-00073

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering 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, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. 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** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement 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 and the END USER.

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 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **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 Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement 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 Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas 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.

Attachment A
Safety Vision LLC
Law Enforcement Speed Detection & Video Equipment
Contract No.: EF04-19

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Discount Percentage
EF0439D	Safety Vision	Safety Vision PrimaFacie Body Camera Pricing Catalog (effective date: 4-1-19)	20%
EF0439E	Safety Vision	Safety Vision Observer Series Pricing Catalog (effective date: 4-1-19)	20%
EF0439F	Safety Vision	Safety Vision Dome or Wedge Camera Pricing Catalog (effective date: 4-1-19)	20%
EF049A	Safety Vision	Safety Vision Collision Avoidance System Pricing Catalog (effective date: 4-1-19)	20%
EF050A	Safety Vision	Safety Vision PrimaFacie Elite Body Camera Pricing Catalog (effective date: 4-1-19)	20%

As per verifying documentation, offeror's price sheets are exclusive of their Form-D percentage discounts.



City of Galveston

FLEET FACILITIES STAFF REPORT

March 19, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (PD/FD Service Tahoe's) and associated equipment from Caldwell Country through Buy Board for a total price of \$393,181 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 listed department(s).
- B. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle descriptions and their assignments are listed below.
- D. The extended purchase price for this package is \$393,181.
- E. Caldwell Country is located in Caldwell Texas.
- F. Delivery should be within 120 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department. One GPD Tahoe will be ordered as a plain vehicle, and will be dressed with GPD equipment that is already in stock.

II. Current Situation





City of Galveston

FLEET FACILITIES STAFF REPORT

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (PD/FD Service Tahoe's) and associated equipment from Caldwell Country through Buy Board for a total price of \$393,181 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.

1. Cost - \$393,181
2. Timing - Delivery should be within 120 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (PD/FD Service Tahoe's) and associated equipment from Caldwell Country through Buy Board for a total price of \$393,181 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





City of Galveston

FLEET FACILITIES STAFF REPORT

Cost	\$393,181
Funding Source	Vehicle Capital Outlay Insurance Fund
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston
Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Division	Count	Make	Model	Cost	Funding
A	Police Patrol	5	Chevy	Tahos PPV Marked	\$ 285,695.00	Veh Repl Fund
B	Police Patrol	1	Chevy	Tahoe PPV Plain	\$ 36,062.00	Veh Repl Fund
C	Fire Adm/Pre	2	Chevy	Tahoes PPV Marked	\$ 71,424.00	Veh Repl Fund
					\$ 393,181.00	

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	Tahoe PPV
Quantity	8

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	No
Surveillance activates	Yes
Long idling activities (running of warning lights)	Yes
Emergency code 2 or 3 activities	Yes
Pre and post storm activities	Yes
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment ...)

Vehicle Capital Outlay

Brief description of what vehicle(s) will be utilized for?

Patrol Duties plus Fire Administraion Duties

Requesting Department Head

Fire and Police Chiefs

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

QUOTE# 00B-EVS2404085

CONTRACT PRICING WORKSHEET

End User: CITY OF GALVESTON			Contractor: CALDWELL COUNTRY		
Contact Name: DAVID SMITH			CALDWELL COUNTRY		
Email: DSMITH@GALVESTONTX.GOV			Prepared By: Averyt Knapp		
Phone #: 409-797-3920			Email: aknapp@caldwellcountry.com		
Fax #: 409-242-2184			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: GALVESTON			Fax #: 979-567-0853		
Date Prepared: MARCH 25, 2019			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET TAHOE PPV CC15706					
A Base Price:					\$32,460
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT	\$490			
	ALUMINUM WHEELS (4)	\$500			
	GROUND STUDS	\$88			
	RECOVERY HOOKS	\$50			
	DAYTIME DELETE	\$50			
	OEM FLASHER SYSTEM	\$495			
	WIRING -GRILLE&SIREN	\$92			
	WIRING -HORN/SIREN C	\$41			
	DOOR LKS-HANDLE INOP	\$59			
	REMOTES PKG	\$75			
	6 ADDITIONAL KEYS	\$40			
	REAR WINDOW INOP	\$57			
	POWER PEDALS	\$150			
	AUX DOME RED/WHITE	\$170			
	CONTENT THEFT DISABL	\$50			
	VICTORY RED 5T4/TGK	\$525			
	GM WARRANTY	INCL		CALDWELL COUNTRY	
	5YR/100,000 MILES			PO BOX 27	
	POWERTRAIN @ N/C			CALDWELL, TEXAS 77836	
Subtotal B					\$2,932
C Fleet Quote Option					
Code	Description	Cost		Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D FOB SIDDONS-10 GALLONS GAS		\$320
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)		\$35,712
Quantity Ordered		6
X		
Subtotal E		\$71,424
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD (INCL W/00A-EVS2404085)		INCL
G. Color of Vehicle: VICTORY RED WA9260		
H. Total Purchase Price (E+F)		\$71,424
Estimated Delivery Date:		Q3-Q4 2019

QUOTE# 00B-EVSDECAL

CONTRACT PRICING WORKSHEET

End User: CITY OF GALVESTON			Contractor: CALDWELL COUNTRY		
Contact Name: DAVID SMITH			CALDWELL COUNTRY		
Email: DSMITH@GALVESTONTX.GOV			Prepared By: Averyt Knapp		
Phone #: 409-797-3920			Email: aknapp@caldwellcountry.com		
Fax #: 409-242-2184			Phone #: 800-299-7283 or 979-567-6116		
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	WIRING -GRILLE&SIREN	\$92			
	WIRING -HORN/SIREN C	\$41			
	DOOR LKS-HANDLE INOP	\$59			
	REMOTES PKG	\$75			
	6 ADDITIONAL KEYS	\$40			
	REAR WINDOW INOP	\$57			
	POWER PEDALS	\$150			
	AUX DOME RED/WHITE	\$170			
	CONTENT THEFT DISABL	\$50			
	GM WARRANTY	INCL		CALDWELL COUNTRY	
	5YR/100,000 MILES				
	POWERTRAIN @ N/C				
	SIDDONS -DECALS	\$875		PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					\$3,282
C Fleet Quote Option					
Code	Description	Cost		Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D FOB SIDDONS-10 GALLONS GAS		\$320
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)		\$36,062
Quantity Ordered		1
X		
Subtotal E		\$36,062
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD (INCL W/PATROL)		INCL
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$36,062
Estimated Delivery Date:		Q3-Q4 2019

QUOTE# 00A-EVS2404085

CONTRACT PRICING WORKSHEET

End User: CITY OF GALVESTON			Contractor: CALDWELL COUNTRY		
Contact Name: DAVID SMITH			CALDWELL COUNTRY		
Email: DSMITH@GALVESTONTX.GOV			Prepared By: Averyt Knapp		
Phone #: 409-797-3920			Email: aknapp@caldwellcountry.com		
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	6 ADDITIONAL KEYS	\$40			
	REAR WINDOW INOP	\$57			
	POWER PEDALS	\$150			
	AUX DOME RED/WHITE	\$170			
	CONTENT THEFT DISABL	\$50			
	GM WARRANTY	INCL		CALDWELL COUNTRY	
	5YR/100,000 MILES				
	POWERTRAIN @ N/C				
	SIDDONS -EVS2404085	\$21,192		PO BOX 27	
	LOGISTICS	\$680			
				CALDWELL, TEXAS 77836	
Subtotal B					\$24,279
C Fleet Quote Option					
Code	Description	Cost		Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D FOB SIDDONS-10 GALLONS GAS		\$320
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)		\$57,059
Quantity Ordered		5
X		
Subtotal E		\$285,295
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$285,695
Estimated Delivery Date:		Q3-Q4 2019



Siddons-Martin Emergency Group
1364 E Richey Rd
Houston TX USA 77073
Phone #:(281) 219-1920
Fax #: (281) 219-2560

Estimate #: 2404085

Tag Number:

Date and Time In: 3/14/2019 - 2:59 PM

Date and Time Out: 3/14/2019 - 2:59 PM

Promised Date - Time: 3/14/2019 - 2:59 PM

Cashed Out Date:

Service Advisor: (A09E) Daniel Aue



Remit To: PO Box 610101 Dallas Tx, 75261-0101

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

1002855

Work: (409) 797-3574 Email: evs@siddons-martin.com

Veh Info:

Serial Numbers:

In-Srv:

Miles/Hrs In:

Out:

Plate #:

Color Ex:

Int:

Repair	VIN	Second VIN	Mech #	Type
Description				Qty
1				Wholesale
PARTS AND LABOR				
...	WHITE 2019 CHEVY TAHOE PPC - DALLAS ILA			0.00
GB2SP3J	LEGACY 55 R/B/W			1.00
STPKT93	WHELEN TAHOE 2015 LIGHTBAR STRAP KIT tahoe			1.00
C-VS-1013-TAH-1	2015 Chevrolet Tahoe or Suburban (S			1.00
C-CUP2-I	CON,ACSY,CUPHLDR,IM,4MS,DUAL,			1.00
C-ARM-103	Armrest for top mount, console, lar			1.00
C-FP-1	1" Filler Plate			1.00
CCSRNT4A	CARBIDE SIREN SYSTEM W/ T/A			1.00
CCSRN4DA	WC EXTERNAL AMPLIFIER			1.00
SA315P	SA315P SPEAKER, BLACK PLASTIC			2.00
SAK1	SA-315 MOUNT KIT UNIVERSAL			2.00
4RE-STD-GPS-RV	4RE Standard DVR Camera System			1.00
PRPSP5714T15A	Poly Center Slider W Expanded Metal Insert PKG			1.00
S5705T15OSB	Trans Seat 7 Ga. Steel Window Cargo Barrier, OSB			1.00
WB57NPT15	Pair, Steel Window Barrier oem			1.00
SSFOSI6	SOLID STATE HEADLIGHT FLASHER			1.00
I3JC	TRIO ION R/B W/ WHT OVERRIDE			2.00
SID008	GRILL BRACKET			2.00
I3SMJC	SURFACE MT TRIO ION R/B W/WHT			4.00
...	2 EACH RUNNING BOARD			1.00
TLI2J	ION T-SERIES DUO R/B			2.00
...	BOTTOM OF HATCH			0.00
...				0.00
TADF6-33000	6-LT 500 SERIES DUO-COLOR T/A - RED/BLUE			1.00
SID006	TADF6 BRACKET			1.00
...	TADF6 MOUNTED TO HATCH			1.00
C-HDM-204	8.5" Heavy Duty Telescoping Pole, s			1.00
C-MD-102	Swing arm with motion adapter			1.00
DS-PAN-111-2	Docking station: Panasonic Toughboo			1.00
...	BROTHER RUGGED JET 4 PRINTER - 2591234			1.00
...	HARD WIRE ADAPTER 1912881			1.00
...	PRINTER VEHICLE MOUNT 2603591			1.00
21040102	MAGTEK WITH USB CORD - DL CARD READER			1.00
AX402T	EXTINGUISHER, 5LB W/ VEHICLE BRACKET			1.00



Siddons-Martin Emergency Group
1364 E Richey Rd
Houston TX USA 77073
Phone #:(281) 219-1920
Fax #:(281) 219-2560

Estimate #: 2404085

Tag Number:

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Service Advisor: (A09E) Daniel Aue



Remit To: PO Box 610101 Dallas Tx, 75261-0101

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

1002855

Work: (409) 797-3574 Email: evs@siddons-martin.com

Veh Info:

Serial Numbers:

In-Srv:

Miles/Hrs In:

Out:

Plate #:

Color Ex:

Int:

CG-X	CHARGE GUARD-SELECT	1.00
FRT	FREIGHT	1.00
GRAPHICS OSD	MATCH FLEET	1.00
C-FP-05	1/2" Filler Plate	1.00
INSTALLKIT	WIRE, LOOM, FUSES, BREAKERS RELAYS, HEAT S	1.00
LABOR	LABOR TO INSTALL ABOVE LISTED EQUIPMENT	1.00
LPS-104	Havis docking power supply for CF-3	1.00
MMSU-1	MAGNETIC MIC. CONVERSION KIT	1.00
CANEM16	CANTROL EXPANSION MODULE 16 OUTPUT	2.00
NMO-60-300-M1-N	NMO KIT WITH CONNECTOR AND 25 RG58 CABLE	1.00

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Ext Price:	\$21,192.00
Sales Tax:	\$0.00
Total:	\$21,192.00
- Deductible:	\$0.00
- Deposits:	\$0.00
Amount Due:	\$21,192.00
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. This estimate/quote is only valid for 30 days. Acknowledged and Received by: _____

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 30, 2018

Sent via Email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract #521-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Contract No. 521-16, for which the current term is set to expire November 30, 2018. At this time, we are renewing your contract through November 30, 2019, subject to the following:

Program Vehicle Exclusion: *The Cooperative will not be renewing any contracts for the program vehicle categories listed on the attached Schedule A, and all contracts for these items will expire on November 30, 2018. Therefore, to the extent your company was awarded in any of the categories listed on Schedule A, such categories are specifically excluded from your contract renewal, and vendors will no longer be authorized to sell such program vehicles through Cooperative Contract No. 521-16 effective December 1, 2018.*

This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,



Connie W Burkett, CTSBS
Contract Administrator

SCHEDULE A

Contract No. 521-16, Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

CONTRACT CATEGORIES EXPIRING NOVEMBER 30, 2018 – NOT SUBJECT TO RENEWAL

- Item 6: Autocar Program Vehicles (Lease and/or Pre-Owned)
- Item 54: Chevrolet/GMC/Buick Program Vehicles (Lease and/or Pre-Owned)
- Item 92: Chrysler/Dodge/Jeep Program Vehicles (Lease and/or Pre-Owned)
- Item 109: Crane Carrier Program Vehicles (Lease and/or Pre-Owned)
- Item 159: Ford Program Vehicles (Lease and/or Pre-Owned)
- Item 177: Freightliner Program Vehicles (Lease and/or Pre-Owned)
- Item 190: Freightliner Sprinter Program Vehicles (Lease and/or Pre-Owned)
- Item 208: Honda Program Vehicles (Lease and/or Pre-Owned)
- Item 230: International Program Vehicles (Lease and/or Pre-Owned)
- Item 243: Isuzu Program Vehicles (Lease and/or Pre-Owned)
- Item 271: Kenworth Program Vehicles (Lease and/or Pre-Owned)
- Item 292: Mack Program Vehicles (Lease and/or Pre-Owned)
- Item 306: Mitsubishi Program Vehicles (Lease and/or Pre-Owned)
- Item 335: Nissan Program Vehicles (Lease and/or Pre-Owned)
- Item 360: Peterbilt Program Vehicles (Lease and/or Pre-Owned)
- Item 420: Toyota/Hino Program Vehicles (Lease and/or Pre-Owned)
- Item 432: Volvo Program Vehicles (Lease and/or Pre-Owned)
- Item 447: Western Star Program Vehicles (Lease and/or Pre-Owned)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell, TX 77836

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 521-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard

Procurement

Director

v.12.15

October 19, 2016

Sent Via E-mail: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell, TX 77836

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,



BuyBoard Procurement Director
v.12.15



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Opening Date and Time:
August 24, 2016 at 2:00 PM

Proposal Number: 521-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2016
through November 30, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2016

Caldwell Country Chevrolet+

Name of Proposing Company

August 29, 2016

Date

PO BOX 27

Street Address

Signature of Authorized Company Official

Caldwell, Texas 77036

City, State, Zip

Avery+ Knapp

Printed Name of Authorized Company Official

979-567-6116

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

979-567-0053

Fax Number of Authorized Company Official

14-1056072

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Price list H-N N-4 E-4



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Caldwell Country Chevrolet General Contact Name: Averyt Knapp

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☐ I will use the **INTERNET** to receive purchase orders.

E-mail Address: _____

Internet Contact: _____ Phone: _____

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☒ I will receive purchase orders via **FAX**.

Fax Number: 979-567-0853

Fax Contact: Averyt Knapp Phone: 979-567-6116

Request for Quotes ("RFO"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: aknapp@caldwellcountry.com

Alternate E-mail Address: agattis@caldwellcountry.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: PO Box 27 Department: Fleet

City: Caldwell State: Texas Zip Code: 77036

Contact Name: Adrienne Gattis Phone: 979-567-6115

Fax: 979-567-0853 E-mail Address: agattis@caldwellcountry.com

Alternative E-mail Address: margo@caldwellcountry.com



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVONYT KNAPP
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVONYT KNAPP
Printed Name



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name Address

City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

Averyt Knapp
Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVANT KNAPP
Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

<u>Caldwell County Chevrolet</u>	
Company Name	
<u>[Signature]</u>	<u>AVERYL KNAPP</u>
Signature of Authorized Company Official	Printed Name
	<u>August 29, 2016</u>
	Date



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.ⁱ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy: Negotiable

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

Averyt Knapp
Printed Name



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

None

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

None

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



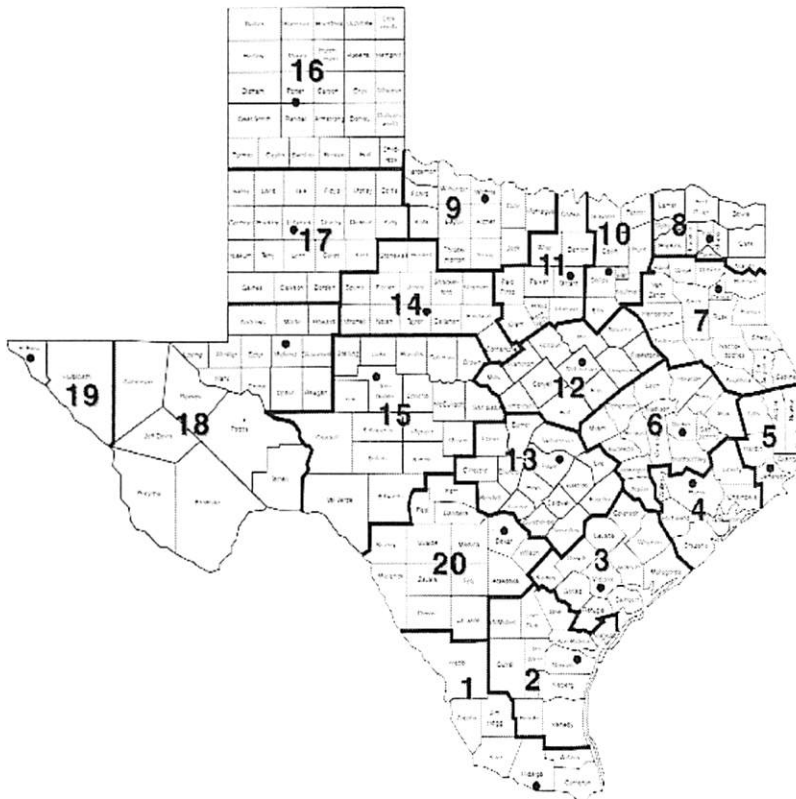
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☐ 3	Victoria
☐ 4	Houston
☐ 5	Beaumont
☐ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☐ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Caldwell County Chevrolet
Company Name

Signature of Authorized Company Official

Printed Name

Avent Knapp

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

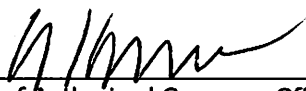
☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Calanell Country Chevrolet
Company Name


Signature of Authorized Company Official

Averyt Knapp
Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Caldwell Country Chevrolet
Name of Vendor

521-16
Proposal Invitation Number

[Signature]
Signature of Authorized Company Official

AVENT KNAPP
Printed Name of Authorized Company Official

August 29, 2016
Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 93,210,000 (The period of the 12 month period is 8-15 / 8-16). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.	NONE		
2. T-PASS	NONE		
3. U.S. Communities Purchasing Alliance	NONE		
4. The Cooperative Purchasing Network	NONE		
5. Houston-Galveston Area Council	NONE		
6. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5 Proposed Discount (%): 5

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official
FORM L

Averyt Knapp
Printed Name

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Harris County	Robbie Rawlin	713-755-7567	Ø	150+	-
2. City of Houston	Lena Farris	832-393-8729	Ø	200+	-
3. City of Waco	Jody Copp	254-750-8062	Ø	50+	-
4. DPS	Lonnie Harms	512-424-2042	Ø	200+	-
5. Travis County	Mike Joyce	512-854-4658	Ø	100+	-

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

Averyt Knapp
Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We plan to contact each of our customers via mail, phone or email and let them know they can purchase vehicles through the Buyboard contract for best pricing.

Caldwell Country Chevrolet

Company Name

A handwritten signature in black ink, appearing to read "Averyt Knapp".

Signature of Authorized Company Official

AVERYT KNAPP

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell County Chevrolet

Company Name

A Knapp

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 29, 2016

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Caldwell Country Chevrolet
*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership ☒ _____
Other _____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 14-19569072
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) CALDWELL COUNTRY CHEVROLET, LLC	
	Business name/disregarded entity name, if different from above CALDWELL COUNTRY CHEVROLET	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) PO BOX 27	
	City, state, and ZIP code CALDWELL, TEXAS 77836	
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

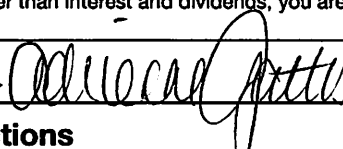
Social security number								
			-			-		
Employer identification number								
1	4	-	1	8	5	6	8	7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ **8/29/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

- ☒ **YES, I agree to the above.** (Initial: MS)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ **YES, I agree to the above.** (Initial: AM)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ **YES, I agree to the above.** (Initial: AM)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☒ **YES, I agree / certify to the above.** (Initial: AM)
☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)
-

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: AK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: AK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVENYI KNAPP
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form S), **Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chevrolet Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
28	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	Chevrolet Sonic (1LS 1JU69) Compact Sedan - Chevrolet Sonic 1LS 1JU69 Model complete with all manufacturer's standard equipment.	\$ <u>13,488.</u>	CHEVROLET SONIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
29	Chevrolet Spark (1DR48)	Compact Sedan	Chevrolet Spark (1DR48) Compact Sedan - Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	\$ <u>11,815.</u>	CHEVROLET SPARK	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
30	Chevrolet Spark EV Electric (1CZ48)	Compact Sedan	Chevrolet Spark EV Electric (1CZ48) Compact Sedan - Chevrolet Spark 1CZ48 base model complete with all manufacturer's standard equipment.	\$ <u>37,440.</u>	CHEVROLET SPARK EV ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
31	Chevrolet Volt-Electric (1RF68)	Compact Sedan	Chevrolet Volt-Electric (1RF68) Compact Sedan - Chevrolet Volt 1RF68 base model complete with all manufacturer's standard equipment.	\$ <u>28,990.</u>	CHEVROLET VOLT ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
32	Chevrolet Cruze LS (1BR69)	Mid Size Sedan	Chevrolet Cruze LS (1BR69) Mid Size Sedan - Chevrolet Cruze LS 1BR69 Model complete with all manufacturer's standard equipment.	\$ <u>15,585.</u>	CHEVROLET CRUZE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
33	Chevrolet Impala LS (1GX69)	Full Size Sedan	Chevrolet Impala LS (1GX69) Full Size Sedan - Chevrolet Implala LS Model complete with all manufacturer's standard equipment.	\$ <u>19,940.</u>	CHEVROLET IMPALA LS	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
34	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	Chevrolet Malibu LS (1ZC69) Mid Size Sedan - Chevrolet Malibu LS Model complete with all manufacturer's standard equipment.	\$ <u>17,988.</u>	CHEVROLET MALIBU LS	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
35	Chevrolet Trax (1JU76)	Sport Utility	Chevrolet Trax (1JU76) Sport Utility - Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	\$ <u>17,978.</u>	CHEVROLET TRAX	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
36	Chevrolet Traverse (CR 14526)	Sport Utility	Chevrolet Traverse (CR 14526) Sport Utility - Chevrolet Traverse CR 14526 Model complete with all manufacturer's standard equipment.	\$ <u>22,875.</u>	CHEVROLET TRAVERSE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
37	Chevrolet Equinox Model LS (1LF26)	Sport Utility	Chevrolet Equinox LS (1LF26) Sport Utility - Chevrolet Equinox LS Model complete with all manufacturer's standard equipment.	\$ <u>19,488.</u>	CHEVROLET EQUINOX LS	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
38	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	Chevrolet Tahoe (CC15706-1FL) Sport Utility - Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment.	\$ <u>35,745.</u>	CHEVROLET TAHOE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
39	Chevrolet Suburban (CC15906-1FL)	Sport Utility	Chevrolet Suburban (CC15906-1FL) Sport Utility - Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment.	\$ <u>37,445.</u>	CHEVROLET SUBURBAN	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
40	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	Chevrolet Colorado Extended Cab (12M53) Pickup - Extended cab, 2WD, complete with all manufacturer's standard equipment.	\$ <u>19,475.</u>	CHEVROLET COLORADO EXTENDED CAB	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
41	Chevrolet Silverado 1500 Pickup (CC15903)	Full Size Pickup, 1/2 ton, Regular cab	Chevrolet Silverado 1500 Full Size (CC15903) Pickup - 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>18,340.</u>	CHEVROLET SILVERADO 1500 REGULAR CAB	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
42	Chevrolet Silverado 2500HD Pickup (CC25903)	Full Size Pickup, 3/4 ton, Regular Cab	Chevrolet Silverado 2500HD Full Size (CC25903) Pickup - 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>22,690.</u>	CHEVROLET SILVERADO 2500HD REGULAR CAB	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43	Chevrolet Silverado 3500HD Pickup (CC35903)	Full Size Pickup, 1 ton, Regular Cab	Chevrolet Silverado 3500HD Full Size (CC35903) Pickup - 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>23,945.</u>	CHEVROLET SILVERADO 3500HD REGULAR CAB	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43A	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	Chevrolet Colorado Chassis Extended Cab (12M53) - Colorado Chassis Extended Cab, 2WD, complete with all manufacturer's standard equipment.	\$ <u>20,970.</u>	CHEVROLET COLORADO CHASSIS EXTENDED CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

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
43B	Chevrolet Silverado 3500HD Chassis Cab (CC36003)	Chassis Cab	Chevrolet Silverado 3500HD Chassis Cab (CC36003) - Silverado 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufacturer's standard equipment.	\$ <u>23,280.</u>	CHEVROLET SILVERADO 3500HD CHASSIS REGULAR CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43C	Chevrolet City Express Cargo Van (15S60)	Cargo Van	Chevrolet City Express (15S60) Cargo Van - Chevrolet City Express Cargo Van 1LS Front Wheel Drive, complete with all manufacturer's standard equipment.	\$ <u>19,335.</u>	CHEVROLET CITY EXPRESS CARGO VAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43D	Chevrolet Express Cutaway (CG33503)	Cutaway Van	Chevrolet Express (CG33503) Cutaway Van - Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment.	\$ <u>19,938.</u>	CHEVROLET EXPRESS CUTAWAY VAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43E	Chevrolet Caprice Police Package (PPV 1EW19)	Law Enforcement	Chevrolet Caprice (PPV 1EW19) Police Package - Police Vehicle, complete with all manufacturer's standard equipment.	\$ <u>23,885.</u>	CHEVROLET CAPRICE PPV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43F	Chevrolet Tahoe Police Package (PPV CC15706)	Law Enforcement	Chevrolet Tahoe (PPV CC15706) Police Package - 2 WD Police package with all manufacturer's standard equipment.	\$ <u>29,840.</u>	CHEVROLET TAHOE PPV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43G	Chevrolet Camaro (1AG37)	Sport Sedan	Chevrolet Camaro (1AG37) Sport Sedan - Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	\$ <u>23,110.</u>	CHEVROLET CAMARO	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43H	Chevrolet SS Sedan (1EK69)	Sedan (4 door)	Chevrolet SS (1EK69) Sedan - Chevrolet SS (1EK69) Sedan base model; 4 door; complete with all manufacturer's standard equipment.	\$ <u>42,810.</u>	CHEVROLET SS SEDAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43I	Chevrolet LCF 3500 12000 GVW	Low Cab Forward	Chevrolet LCF 3500 12000 GVW - gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>40,315.</u>	CHEVROLET LCF 3500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43J	Chevrolet LCF 4500 14500 GVW	Low Cab Forward	Chevrolet LCF 4500 14500 GVW - gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>40,920.</u>	CHEVROLET LCF 4500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43K	Chevrolet LCF 5500HD 17950 GVW	Low Cab Forward	Chevrolet LCF 5500HD 17950 GVW - diesel engine, complete with all manufacturer's standard equipment.	\$ <u>44,480.</u>	CHEVROLET LCF 5500HD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43L	Chevrolet LCF 5500XD 19500 GVW	Low Cab Forward	Chevrolet LCF 5500XD 19500 GVW - diesel engine, complete with all manufacturer's standard equipment.	\$ <u>45,965.</u>	CHEVROLET LCF 5500XD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

Section II: GMC Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
44	GMC Terrain (TLF26)	Sport Utility	GMC Terrain (TLF26) Sport Utility - GMC Terrain SLE Model complete with all manufacturer's standard equipment.	\$ <u>NO BID</u>	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
45	GMC Yukon (TC15706)	Sport Utility	GMC Yukon (TC15706) Sport Utility - GMC Yukon SLE Model complete with all manufacturer's standard equipment.	\$ <u>NO BID</u>	NO BID	Per section IV you must attach a 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
46	GMC Canyon pickup (T2P53)	Extended Cab Pickup	GMC Canyon Extended Cab (T2P53) Pickup - Extended cab, 2WD, complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
47	GMC Sierra Pickup (TC15703)	Full Size Pickup, 1/2 ton, Regular cab	GMC Sierra Full Size Pickup (TC15703) - 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
48	GMC Sierra 2500HD Pickup (TC25903)	Full Size Pickup, 3/4 ton, Regular Cab	GMC Sierra 2500HD Full Size (TC25903) Pickup - 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section III: Buick Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
49	Buick Regal (4GU69) Sedan	Sedan (4 door)	Buick Regal (4GU69) Mid Size Sedan - Buick Regal 1SV Model complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
50	Buick Encore (4JU76)	Sport Utility	Buick Encore (4JU76) Sport Utility - Buick Encore 1SB Model complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
51	Buick Enclave (4V14526)	Sport Utility	Buick Enclave (4V14526) Sport Utility - Buick Enclave 1SD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

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

Section IV: Chevrolet/Gmc/Buick Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!						
Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	5 %	CHEVROLET PRICE SCHEDULE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	0 %	NONE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
54	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	5 %	NONE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
55	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	10 %	CHEVROLET PARTS	NONE
56	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	NONE	NONE
57	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	NONE	NONE

PROPOSAL NOTE:

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/Exceptions to Discount
58	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	0 %	NONE	NONE

Section V: CHEVROLET/GMC/BUICK VEHICLE MODELS HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
59	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the Not to Exceed hourly labor rate for Installation/Repair Service.	\$ 90.	NONE	NONE
60	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 2.85 /Per Mile	NONE	CUSTOMER PICKUP

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 3**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Chevrolet Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
454	Chevrolet Express Cargo Van (CG13405)	Cargo Van	Chevrolet Express (CG13405) Cargo Van - Chevrolet Express Cargo Van, base model, full size, front wheel drive, complete with all manufacturer's standard equipment.	\$ <u>20,435.</u>	CHEVROLET EXPRESS CARGO VAN	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
455	Chevrolet Express Passenger Van (CG23406)	Passenger Van	Chevrolet Express (CG23406) Passenger Van - Chevrolet Express Passenger Van, base model, full size front wheel drive, complete with all manufacturer's standard equipment	\$ <u>22,280.</u>	CHEVROLET EXPRESS PASSENGER VAN	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
456	Chevrolet Bolt EV All Electric (1FB48)	Compact Sedan	Chevrolet Bolt EV All Electric (1FB48) Compact Sedan - Chevrolet Bolt 1FB48 base model complete with all manufacturer's standard equipment.	\$ <u>36,945.</u>	CHEVROLET BOLT EV ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.

Proposal Opening Date and Time: September 1, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: [Signature] Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2**

Proposal Invitation No. 521-16

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO BOX 27 Caldwell, Texas 77036

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

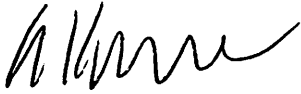
For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the "**UPDATED**" copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: AUGUST 29, 2016



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PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

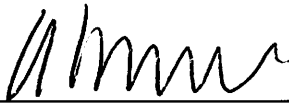
For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469. This line item is included on page 2 of Addendum No. 4.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

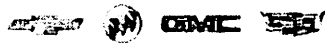
Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77036

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016

GENERAL MOTORS FLEET



August 31, 2016

General Motors
100 Renaissance Center
P.O. Box 100
Detroit, MI 48265

Re: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet in Caldwell, TX to participate in the bid process for the BuyBoard contract.

GM affirms that Caldwell Country Chevrolet is a GM dealer and is authorized to perform sales, service and parts functions for the GM vehicles they represent. General Motors will supply the dealer product and parts consistent with all other dealer that bid and win state, local or federal government contracts in line with current planned production. Dealers are made aware of GM's production plans, anticipated shortages and interruptions in the normal course of business. GM places the sole responsibility upon GM dealers to communicate and respond to their customers in a timely manner when these interruptions occur, especially if the interruption will impact product that was bid and won for a government contract. In the event production schedules cannot be met, GM makes every effort to supply acceptable substitutions whenever possible.

Sincerely,

A handwritten signature in cursive script that reads "Brian Bowden".

Brian Bowden
Government Sales Manager
General Motors Fleet

**MOTOR VEHICLE ADDENDUM
TO
GENERAL MOTORS LLC
Dealer Sales and Service Agreement
For Chevrolet Motor Vehicles**

CALDWELL COUNTRY CHEVROLET LLC

Dealer

CALDWELL, TEXAS

City, State

This Motor Vehicle Addendum is effective November 1, 2015, and is executed pursuant to Article 6.1 of the current Dealer Sales and Service Agreement in effect between Dealer and General Motors LLC.

Dealer, as an authorized General Motors LLC dealer, has the non-exclusive right to buy the following new Chevrolet Motor Vehicles subject to the terms and conditions of the Standard Provisions of the Dealer Sales and Service Agreement.

PASSENGER CARS

CAMARO, CAMARO CONVERTIBLE, CAPRICE*, CORVETTE, CRUZE, IMPALA, IMPALA LIMITED*,
IMPALA(MY-2013)*, MALIBU, SONIC, SPARK, SS, VOLT

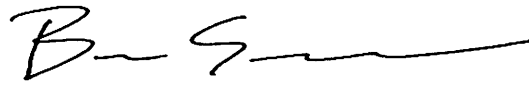
TRUCKS

AVALANCHE, C3500HD, CAPTIVA SPORT*, CITY EXPRESS, COLORADO, EQUINOX, EXPRESS,
SILVERADO, SUBURBAN, TAHOE, TRAVERSE, TRAX

*For Fleet Delivery only, requires valid Fleet Account Number.

This Motor Vehicle Addendum will remain in effect unless canceled by General Motors LLC or until superseded by a new Motor Vehicle Addendum furnished to Dealer by General Motors LLC. This Motor Vehicle Addendum cancels, replaces, and supersedes any previous Motor Vehicle Addendum furnished to Dealer by General Motors LLC.

GENERAL MOTORS LLC

By: 

Brian K. Sweeney, U. S. Vice President,
Chevrolet Sales and Service

Control No. 236099



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: F2615

GENERAL DISTINGUISHING NO:

P118166

Motorcycle Dealer

P48408

Motor Vehicle Dealer

P118167X

Trailer/Semitrailer Dealer

EXPIRES: 02/28/2017

PHYSICAL LOCATION:

800 STATE HIGHWAY 21 E

CALDWELL, TX 77836-4512

CALDWELL COUNTRY CHEVROLET, LLC
CALDWELL COUNTRY CHEVROLET, JON HILDEBRAND'S
CALDWELL COUNTRY
PO BOX 27
CALDWELL, TX 77836-0027

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

CHEVROLET-AA, CHEVROLET-LT

ADDITIONAL LOCATION(S): For used vehicle sales only

200 W HIGHWAY 21, CALDWELL, TX 77836-1121 (CALDWELL COUNTRY FUN CENTER)

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION:

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

AVERYL KNAPP
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

AVERYL KNAPP
Printed Name



City of Galveston

FLEET FACILITIES STAFF REPORT

March 19, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (Forklift) and associated equipment from Darr Equipment Company through Buy Board for a total price of \$33,843.35 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 listed department(s).
- B. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle description(s) and their assignments are listed below.
- D. The extended purchase price for this package is \$33,843.35.
- E. Darr Equipment Co. is located in Houston Texas.
- F. Delivery should be within 30 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (Forklift) and associated equipment from Darr Equipment Company through Buy Board





City of Galveston

FLEET FACILITIES STAFF REPORT

for a total price of \$33,843.35 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.

1. Cost - \$33,843.35
2. Timing - Delivery should be within 60 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (Forklift) and associated equipment from Darr Equipment Company through Buy Board for a total price of \$33,843.35 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

Cost \$33,843.35





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source

Vehicle Capital Outlay
Capital Outlay - Improvements

Savings Estimation

Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Division	Count	Make	Model	Cost	Funding
A	Garage	1	UniCarrier	PFD60M 6,000 lbs.	\$ 33,843.35	Capital - Veh
					\$ 33,843.35	

Used for garage operations (motor pulls, heavy items movement)



7607 Wallisville Rd. Houston, TX 77022 · (713) 675-1552 · www.darrequipment.com

QUOTATION

TO : CITY OF GALVESTON

502 32nd STREET
GALVESTON, TX 77550

Date : 4/16/2019

Attention : MR. DAVID SMITH

Telephone : 409-797-3929

Quotation : RF CITY OF GALVESTON PFD60M 6000 lb. Capacity 00065

UniCarriers PFD60M 6,000 lb. Capacity, Pneumatic Tire - Diesel

Thank you for your interest in Darr Equipment and its products. We appreciate the opportunity to present this proposal to you. All equipment is U.L. Approved and meets OSHA and ANSI specifications. Should you have any questions or comments, please call me at .

STANDARD EQUIPMENT

EPA Tier 4, Mitsubishi 4EG 3.3L 4 Cylinder Diesel Engine
Electronic Engine Control with Common Rail Fuel Injection
Exhaust Gas Recirculation (EGR) and Diesel Oxidation Catalyst (DOC)

Engine and Transmission Protection System

·Engine RPM Reduction in Response to High Engine Temperature, High Transmission Temperature, Low Engine Oil Pressure

Seat Actuated Operator Presence System

·Transmission interlock indicator
·Mast and Auxiliary hydraulic Lockout
·Parking brake warning and seat belt reminder warning

Horn and backup alarm

Parking Brake with Warning Buzzer

LED Headlights ·OHG Mounted

Multi-Function LCD Display

-Hour Meter, Clock, Calendar, Odometer, and Operator PIN Access
-On-board Diagnostics and Programmable Service Reminder
-Speedometer and F/N/R Transmission Indicator
-Warning Lights and Engine Coolant Temperature Gauge
-Air Cleaner Clogging and Low Brake Fluid Level Warnings
-Low Coolant Level Warning
-Fuel Gauge and Fuel Filter Warning

Hydrostatic Power Steering

Full Suspension Seat with Operator Restraint and Adjustable Lumbar Support

Infinitely Adjustable Tilt Steering Wheel

Cushioned Rubber Floor Mat

Single Speed Powershift Transmission
 Separate Brake and Inching Pedals
 Ground Speed Control
 3-Spool Hydraulic Valve

Note: Requires Ultra Low Sulfur Fuel Only
 Recommend Use Only in Areas Where Ultra Low Sulfur Fuel is Available

CONFIGURED OPTIONS

U.L. Rating	UL Approved
Mast (PD Series)	Triplex OHL 85.5" MFH 186.5" FL 37.0"
Tilt	6° Forward / 6° Back
Side Shifter	39.5" Wide Hang-On
Carriage	39.5" Hook Type Class III
Forks	Standard Either (Class III) Length 48" to 60"
Load Backrest	48" High
Hose Reeving	Single Internal Hose Reeving
Hydraulic Controls	3-Spool Valve with Manual Control Levers
Overhead Guard	Standard
Tires	Solid Pneumatic (Drive 250x15 - Steer 6.5x10)
Seat	Full Suspension Vinyl Seat
Work Lights	LED Headlights - OHG Mounted
Warning Light	Amber Strobe Light (Mounted Above OHG)
Travel Alarm	Back-Up Alarm
Mirrors	Dual Panoramic Rear View Mirror Kit
Radiator	Aluminum Core Corrugated Fin
Operator Access	Key Switch
Language Markings	English
Warranty	Standard Warranty - 2 Year / Unlimited Hours - Platinum

ACCESSORY AND DEALER OPTIONS

Drawbar Pin
 Engine Protection System
 Fire Extinguisher
 Ground Speed Control
 Operator Presence System
 Premium LCD/LED Display
 Rubber Floor Mat
 Service Indicator Package

EQUIPMENT INVESTMENT

Quantity (1) UniCarriers PFD60M 6,000 lb. Capacity, Pneumatic Tire – Diesel

Buy Board number 515-16

Price Per Unit \$ 33,843.35

FOB: Delivered-Houston, TX. | **Terms:** Net 30 Days | **Sales Tax:** Applicable Sales Tax Not Included | **Quote Valid for 30 Days**

ACCEPTANCE AS CONTRACT

Authorized agent understands and agrees to terms as set forth in "Terms For Acceptance of Proposal and Attachments."

CITY OF GALVESTON

Darr Equipment

Authorized Agent Signature or PO# if Applicable

Authorized Agent Signature

Print Name _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Quotation prepared by: Russell Foster on 4/16/2019

Office #: Mobile#:

Fax#:



Engine Powered Forklifts

EPA Tier 4 Diesel

4,000 - 7,000 lbs. Capacities | Pneumatic Tire



PD Series

SPECIFICATIONS

MAIN TRUCK SPECIFICATIONS						
CHARACTERISTICS	1	Model	Model designation		PFD40M	PFD50M
	2	Rated Load Capacity		lb (kg)	4000 (1800)	5000 (2250)
	3	Load Center	Distance	in (mm)	24 (600)	24 (600)
	4	Power Type			Diesel	Diesel
	5	Operator Orientation			Sit Down	Sit Down
DIMENSIONS	6	Tire Type	Front & rear		Pneumatic	Pneumatic
	7	Wheels	Number (x=driven) front/rear		2 x / 2	2 x / 2
	8	Mast	Maximum fork height	in (mm)	131.5 (3340)	131.5 (3340)
	9		Standard freelif	in (mm)	5.5 (140)	5.5 (140)
	10	Forks	Thickness & width	in (mm)	1.6 x 4 (40x100)	1.6 x 4 (40x100)
	11		Length	in (mm)	42 (1070)	42 (1070)
	12	Tilt Angle	Standard mast - fwd/back	degree	6/10	6/10
	13	Overall Dimensions	Length (to face of forks)	in (mm)	98.0 (2490)	100 / (2550)
	14		Width (single/dual tires)	in (mm)	45.3 (1150) / 64.6 (1640)	45.3 (1150) / 64.6 (1640)
	15		Mast lowered (OHL)	in (mm)	84.5 (2145)	84.5 (2145)
	16		Mast extended with LBR	in (mm)	180 (4572)	180 (4572)
	17		Height - top of OHG	in (mm)	82.9 (2105)	82.9 (2105)
	18		Height - top of standard LBR	in (mm)	48.0 (1220)	48.0 (1220)
	19		Width - standard carriage	in (mm)	46 (1145)	46 (1145)
	20	Grade Clearance	Ramp breakover angle	tan (%)	24	24
	21		Departure angle	tan (%)	24	21
	22		Approach angle	tan (%)	25	25
	23	Turning Radius	Minimum outside	in (mm)	86.6 (2200)	87.8 (2230)
	24	Overhang	Front	in (mm)	17.9 (455)	17.9 (455)
	25		Rear	in (mm)	17.1 (735)	19.5 (496)
	26	Min Right Angle Stack	Add load length & clearance	in (mm)	105 (2667)	106 (2685)
PERFORMANCE	27	Speeds Maximum	Travel - forward or reverse	mph (kmh)	11.2 (18.0)	10.9 (17.5)
	28		Lift - full/empty	fpm (mm/sec)	120 / 126 (609 / 640)	120 / 126 (609 / 640)
	29		Lowering - full/empty	fpm (mm/sec)	98.4 (500)	98.4 (500)
	30	Drawbar Pull Max	Full load	lb (kg)	3960 (1800)	4520 (2050)
	31		Empty	lb (kg)	2220 (1006)	3960 (1800)
	32	Gradeability Max (1.2 mph)	Full/empty	tan (%)	42 / 36	37 / 31
WEIGHT	33	Truck Weight	Standard truck - no load	lb (kg)	7610 (3450)	8210 (3724)
	34	Weight Distribution	Front axle - empty	lb (kg)	3340 (1515)	3260 (1479)
	35		Rear axle - empty	lb (kg)	4270 (1937)	4950 (2246)
	36		Front axle - with rated load	lb (kg)	10060 (4564)	11650 (5285)
	37		Rear axle - with rated load	lb (kg)	1550 (704)	1560 (708)
CHASSIS & WHEELS	38	Tire Size	Front - single tire		7.00-12-12PR	7.00-12-12PR
	39		Rear		6.00-9-12PR	6.00-9-12PR
	40	Wheelbase		in (mm)	63 (1600)	63 (1600)
	41	Tread - Center of Tire	Front / rear	in (mm)	37.8 38.6 (960/980)	37.8/38.6 (960/980)
	42		Front - dual tires	in (mm)	47.4 (1205)	47.5 (1205)
	43	Headroom	SIP to bottom of OHG	in (mm)	41 (1020)	41 (1020)
	44	Counterweight Height		in (mm)	45 (1120)	45 (1120)
	45	Step Height		in (mm)	19 (461)	19 (461)
	46	Ground Clearance	Under mast	in (mm)	4.6 (117)	4.6 (117)
	47		Under power unit	in (mm)	6.6 (168)	6.6 (168)
	48		Under frame (WB center)	in (mm)	6.6 (167)	6.6 (167)
	49	Service Brake	Type		Foot Operated, Hydraulic	Foot Operated, Hydraulic
	50	Parking Brake	Type		Hand, Mechanical	Hand, Mechanical
	51	Steering	Type		Full Hydraulic	Full Hydraulic
DRIVE LINE	52	Engine	Model		4EG	4EG
	53	Rated Output	SAE gross	hp (kW) @ rpm	48.0 (36.0) @ 2250	48.0 (36.0) @ 2250
	54	Rated Torque	SAE gross	ft.-lb (Nm) @ rpm	131 (177) @ 1800	131 (177) @ 1800
	55	Displacement		cu in (cm³)	203 (3300)	203 (3300)
	56	Transmission	Type		Powershift	Powershift
	57		Number speeds - fwd/rev		1/1	1/1

MAIN TRUCK SPECIFICATIONS

CHARACTERISTICS	1	Model	Model designation		PFD60M	PFD70M
	2	Rated Load Capacity		lb (kg)	6000 (2700)	7000 (3175)
	3	Load Center	Distance	in (mm)	24 (600)	24 (610)
	4	Power Type			Diesel	Diesel
	5	Operator Orientation			Sit Down	Sit Down
DIMENSIONS	6	Tire Type	Front & rear		Pneumatic	Pneumatic
	7	Wheels	Number (x=driven) front/rear		2 x / 2	2 x / 2
	8	Mast	Maximum fork height	in (mm)	130.5 / (3315)	131.5 (3340)
	9		Standard freelif	in (mm)	5.7 (145)	5.9 (150)
	10	Forks	Thickness & width	in (mm)	1.8 x 4.9 (45 x 125)	2 x 5 (51 x 127)
	11		Length	in (mm)	42 (1070)	42 (1070)
	12	Tilt Angle	Standard mast - fwd/back	degree	6/10	6/10
	13	Overall Dimensions	Length (to face of forks)	in (mm)	107.0 (2720)	110 (2794)
	14		Width (single/dual tires)	in (mm)	50.2 (1275) / 67.5 (1715)	50.8 (1291) / 67.5 (1715)
	15		Mast lowered (OHL)	in (mm)	90.5 (2299)	90.5 (2300)
	16		Mast extended with LBR	in (mm)	178.5 (4534)	180 (4572)
	17		Height - top of OHG	in (mm)	83.7 (2125)	84.3 (2142)
	18		Height - top of standard LBR	in (mm)	48.0 (1220)	48.0 (1220)
	19		Width - standard carriage	in (mm)	46 (1145)	46 (1145)
	20	Grade Clearance	Ramp breakover angle	tan (%)	24	26
	21		Departure angle	tan (%)	23	23
	22		Approach angle	tan (%)	28	29
	23	Turning Radius	Minimum outside	in (mm)	93.7 (2380)	96.1 (2441)
	24	Overhang	Front	in (mm)	19.3 (491)	19.5 (496)
	25		Rear	in (mm)	20.9 (531)	23.4 (595)
	26	Min Right Angle Stack	Add load length & clearance	in (mm)	113.0 (2870)	116 (2947)
PERFORMANCE	27	Speeds Maximum	Travel - forward or reverse	mph (kmh)	10.9 (17.5)	11.2 (18)
	28		Lift - full/empty	fpm (mm/sec)	96.5 (490) / 100 (508)	96.5 (490) / 100 (508)
	29		Lowering - full/empty	fpm (mm/sec)	98.4 (500)	98.4 (500)
	30	Drawbar Pull Max	Full load	lb (kg)	4540 (2060)	4140 (1877)
	31		Empty	lb (kg)	3960 (1795)	3620 (1642)
	32	Gradeability Max (1.0 mph)	Full/empty	tan (%)	30 / 26	24 / 21
WEIGHT	33	Truck Weight	Standard truck - no load	lb (kg)	9640 (4373)	10590 (4804)
	34	Weight Distribution	Front axle - empty	lb (kg)	3920 (1779)	3820 (1733)
	35		Rear axle - empty	lb (kg)	5720 (2595)	6770 (3071)
	36		Front axle - with rated load	lb (kg)	13890 (6301)	15500 (7031)
	37		Rear axle - with rated load	lb (kg)	1750 (794)	2130 (967)
	37					
CHASSIS & WHEELS	38	Tire Size	Front - single tire		28x9-15-12PR	28x9-15-12PR
	39		Rear		6.50-10-12PR	6.50-10-12PR
	40	Wheelbase		in (mm)	66.9 (1700)	66.9 (1700)
	41	Tread - Center of Tire	Front / rear	in (mm)	41.7/38.6 (1060/980)	41.7/38.6 (1060/980)
	42		Front - dual tires	in (mm)	47.2 (1200)	47.2 (1200)
	43	Headroom	SIP to bottom of OHG	in (mm)	41 (1020)	41 (1020)
	44	Counterweight Height		in (mm)	45 (1120)	46 (1150)
	45	Step Height		in (mm)	19 (480)	20 (490)
	46	Ground Clearance	Under mast	in (mm)	5.4 (137)	5.7 (145)
	47		Under power unit	in (mm)	7.4 (188)	8.0 (204)
	48		Under frame (WB center)	in (mm)	7.4 (188)	8.0 (204)
	49	Service Brake	Type		Foot Operated, Hydraulic	Foot Operated, Hydraulic
	50	Parking Brake	Type		Hand, Mechanical	Hand, Mechanical
	51	Steering	Type		Full Hydraulic	Full Hydraulic
	51					
DRIVE LINE	52	Engine	Model		4EG	4EG
	53	Rated Output	SAE gross	hp (kW) @ rpm	48.0 (36.0) @ 2250	48.0 (36.0) @ 2250
	54	Rated Torque	SAE gross	ft-lb (Nm) @ rpm	131 (177) @ 1800	131 (177) @ 1800
	55	Displacement		cu in (cm³)	203 (3300)	203 (3300)
	56	Transmission	Type		Powershift	Powershift
	57		Number speeds - fwd/rev		1/1	1/1

MAST SPECIFICATIONS & RATED CAPACITIES

Mast Name		Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/ Backward	Rated Capacity 24 in (600 mm) Load Center			
						PFD40M		PFD50M	
						Single Drive	Dual Drive	Single Drive	Dual Drive
						lb (kg)		lb (kg)	
SIMPLEX (Wide View)	5V25B30	119.5 (3036)	78.5 (1994)	5.5 (140)	6 / 10	4800 (2180)	4800 (2180)	4800 (2180)	4800 (2180)
	5V25B33	131.5 (3340.1)	84.5 (2147)	5.5 (140)	6 / 10	4800 (2180)	4800 (2180)	4800 (2180)	4800 (2180)
	5V25B37	148.5 (3771.9)	95 (2413)	5.5 (140)	6 / 6	4800 (2180)	4800 (2180)	4800 (2180)	4800 (2180)
	5V25B41	163 (4140.2)	102 (2591)	5.5 (140)	6 / 6	4800 (2180)	4800 (2180)	4800 (2180)	4800 (2180)
	5V25B45	178.5 (4533.9)	110.5 (2807)	5.5 (140)	6 / 6	4740 (2150)	4800 (2180)	4800 (2180)	4800 (2180)
DUPLEX (Full free)	5F25C30	119.5 (3036)	78.5 (1994)	30.5 (775)	6 / 10	4800 (2180)	4800 (2180)	4800 (2180)	4800 (2180)
	5F25C33	131.5 (3341)	84.5 (2147)	36.5 (927.1)	6 / 10	4800 (2180)	4800 (2180)	4800 (2180)	4800 (2180)
TRIPLEX (Full free)	5M25C43	170.5 (4331)	78.5 (1994)	30.5 (775)	6 / 6	4800 (2180)	4800 (2180)	4800 (2180)	4800 (2180)
	5M25C48	188.5 (4788)	84.5 (2147)	36.5 (927.1)	6 / 6	4740 (2150)	4740 (2150)	4740 (2150)	4740 (2150)
	5M25C51	200.5 (5093)	89.5 (2274)	41 (1042)	6 / 6	4620 (2095)	4620 (2095)	4620 (2095)	4620 (2095)
	5M25C55	218 (5538)	95 (2413)	46.5 (1182)	6 / 6	3420 (1550)	4560 (2065)	3420 (1550)	4560 (2065)
	5M25C60	237 (6020)	102 (2591)	54 (1372)	6 / 6	2460 (1115)	3300 (1495)	2460 (1115)	3300 (1495)

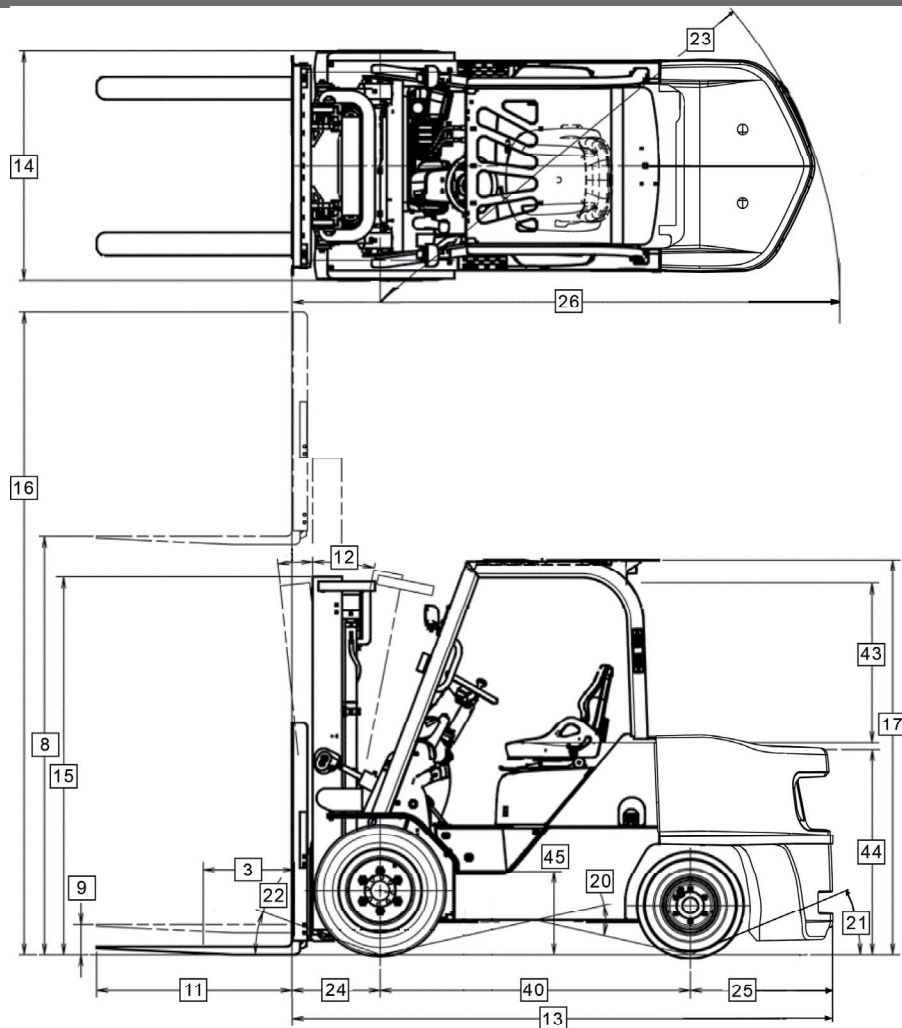
Mast Name		Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/ Backward	Rated Capacity 24 in (600 mm) Load Center			
						PFD60M		PFD70M	
						Single Drive	Dual Drive	Single Drive	Dual Drive
						lb (kg)		lb (kg)	
SIMPLEX (Wide View)	5V30B30	121 (3073.4)	80.5 (2045)	5.7 (145)	6 / 10	7200 (3265)	7200 (3265)	-	-
	5V30B33	130.5 (3314.7)	85.5 (2172)	5.7 (145)	6 / 10	7200 (3265)	7200 (3265)	-	-
	5V30B37	147.5 (3746.5)	96 (2439)	5.7 (145)	6 / 6	7200 (3265)	7200 (3265)	-	-
	5V30B40	159 (4038.6)	103 (2617)	5.7 (145)	6 / 6	7200 (3265)	7200 (3265)	-	-
	5V30B45	179 (4546.6)	113 (2871)	5.7 (145)	6 / 6	7140 (3240)	7140 (3240)	-	-
	5V30B50	198.5 (5041.9)	123 (3125)	5.7 (145)	6 / 6	6840 (3100)	6840 (3100)	-	-
	5V35B30	120 (3048)	86 (2185)	5.9 (150)	6 / 10	-	-	8400 (3810)	8400 (3810)
	5V35B33	131.5 (3340.1)	90.5 (2299)	5.9 (150)	6 / 10	-	-	8400 (3810)	8400 (3810)
	5V35B37	148.5 (3771.9)	99 (2515)	5.9 (150)	6 / 6	-	-	8400 (3810)	8400 (3810)
	5V35B40	159.5 (4051.3)	109 (2769)	5.9 (150)	6 / 6	-	-	8400 (3810)	8400 (3810)
DUPLEX (Full free)	5F30C30	119.5 (3036)	80.5 (2045)	32.5 (826)	6 / 10	7200 (3265)	7200 (3265)	-	-
	5F30C33	129.5 (3290)	85.5 (2172)	37 (940)	6 / 10	7200 (3265)	7200 (3265)	-	-
	5F35C28	110.5 (2807)	81 (2058)	33 (839)	6 / 10	-	-	8400 (3810)	8400 (3810)
	5F35C33	131.5 (3341)	90.5 (2299)	42.5 (1080)	6 / 10	-	-	8400 (3810)	8400 (3810)
TRIPLEX (Full free)	5M30C43	171.5 (4357)	80.5 (2045)	32.5 (826)	6 / 6	7200 (3265)	7200 (3265)	-	-
	5M30C47	186.5 (4738)	85.5 (2172)	37 (940)	6 / 6	7200 (3265)	7200 (3265)	-	-
	5M30C51	201 (5106)	90 (2286)	42 (1067)	6 / 6	7080 (3210)	7080 (3210)	-	-
	5M30C55	216 (5486.4)	96 (2439)	47.5 (1207)	6 / 6	6840 (3100)	6840 (3100)	-	-
	5M30C60	236.5 (6008)	103 (2617)	54.5 (1385)	6 / 6	6600 (2990)	6600 (2990)	-	-
	5M35C40	159.5 (4052)	81 (2058)	33 (839)	6 / 6	-	-	8400 (3810)	8400 (3810)
	5M35C44	174.5 (4433)	86 (2185)	38 (966)	6 / 6	-	-	8400 (3810)	8400 (3810)
	5M35C47	187 (4750)	90.5 (2299)	42.5 (1080)	6 / 6	-	-	8400 (3810)	8400 (3810)
	5M35C50	200 (5080)	96.5 (2452)	48.5 (1232)	6 / 6	-	-	8160 (3700)	8160 (3700)
	5M35C56	221.5 (5627)	103.5 (2629)	55.5 (1410)	6 / 6	-	-	7380 (3345)	7380 (3345)

*Free Lift with LBR

MAST SPECIFICATIONS & RATED CAPACITIES

Mast Name		Maximum Fork Height	Overall Height Lowered	Free Lift*	Tilt Angle Forward/Backward	PFD40M, PFD50M, PFD60M, PFD70D Single Drive, Dual Drive lb (kg)
		in (mm)	in (mm)	in (mm)	degrees	
QUAD (Full free)	TC-1512I	240.0 (6096)	85 (2159)	59.0 (1499)	6 / 4	Consult Factory
	TC-1522I	258.0 (6554)	91 (2312)	65.0 (1651)	6 / 4	
	TC-1532I	276.0 (7011)	95.0 (2413)	71.0 (1804)	6 / 4	
	TC-1517I	240.0 (6096)	85 (2159)	59.0 (1499)	6 / 4	
	TC-1527I	258.0 (6554)	91 (2312)	65.0 (1651)	6 / 4	
	TC-1538I	276.0 (7011)	95.0 (2413)	71.0 (1804)	6 / 4	

DIMENSIONS



UNICARRIERS®
— FORKLIFT —
 UniCarriersAmericas.com

SS-PD 02-2018 Printed in U.S.A.

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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: mikeandrews@darrequipment.com

Mike Andrews
Darr Equipment Co.
350 Bank Street
Southlake, TX 76092

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Construction Equipment, Road and Bridge Equipment, Ditching, Trenching, Utility and Other Equipment No. 515-16

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. 515-16 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



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5425

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Construction Equipment, Road and Bridge Equipment, Ditching, Trenching, Utility and Other Equipment

Proposal Opening Date and Time:
April 19, 2016 at 2:00 PM

Proposal Number: 515-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: November 1, 2016 through October 31, 2017 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
September 2016

~~Darr Equipment Co. & Adobe Equipment Co.~~

Name of Proposing Company

350 Bank Street

Street Address

Southlake, Texas 76092

City, State, Zip

03.10.2016

Date

Signature of Authorized Company Official

Mike Andrews

Printed Name of Authorized Company Official

G.M. Construction Sales

Position or Title of Authorized Company Official

Telephone Number of Authorized Company Official

817.410.4854

Fax Number of Authorized Company Official

52-2361924 & ~~46-5242379~~

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;

H-N
N-N

WGB



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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: Darr Equipment Co. General Contact Name: Mike Andrews

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: mikeandrews@darrequipment.com
Internet Contact: Mike Andrews Phone: 817.410.4885
Alternate E-mail Address: timzimmerman@darrequipment.com
Alternate Internet Contact: Tim Zimmerman Phone: 817.410.4800

☒ I will receive purchase orders via **FAX**.
Fax Number: 817.410.4851
Fax Contact: Mike Andrews Phone: 817.410.4885

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: mikeandrews@darrequipment.com
Alternate E-mail Address: timzimmerman@darrequipment.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: 350 Bank Street Department: Sales Dept
City: Sothlake State: Texas Zip Code: 76092
Contact Name: Mike Andrews Phone: 817.410.4885
Fax: 817.410.4854 E-mail Address: mikeandrews@darrequipment.com
Alternative E-mail Address: timzimmerman@darrequipment.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:

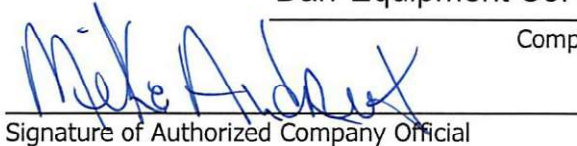
Name of Felon(s): _____

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.

Darr Equipment Co. & Adobe Equipment Co.

Company Name


Signature of Authorized Company Official

Mike Andrews

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.

Darr Equipment Co. & Adobe Equipment Co.

Company Name


Signature of Authorized Company Official

Mike Andrews

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.

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment CO, ou=G M. Construction
Sales, email=mikeandrews@darequipment.com, c=US
Date: 2016.03.24 10:48:28 -0500

Signature of Authorized Company Official

Mike Andrews

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Signature of Authorized Company Official

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment CO., ou=G.M. Construction Sales,
email=mikeandrews@darrequipment.com, c=US
Date: 2016.03.10 11:26:13 -0600

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.

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment Co., ou=G.M.
Construction Sales, email=mikeandrews@darequipment.com, c=US
Date: 2016.03.10 11:27:05 -0600

Signature of Authorized Company Official

Mike Andrews

Printed Name

03.10.2016

Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.ⁱ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☒ Prepaid and Add to Invoice ☒ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: Varies ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy:

Purchases over \$500.00 must be authorized by Darr Equipment Co. within 2 days of deliver of the product and state in writing the reason for rejection.

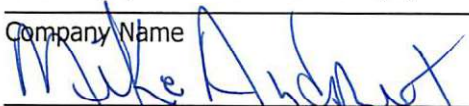
A fee of 10% of the purchase price is required.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Darr Equipment Co. & Adobe Equipment Co.

Company Name



Signature of Authorized Company Official

FORM G

Mike Andrews

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.

Darr Equipment Co.

Company Name

350 Bank Street

Address

Southlake

Texas

76092

City

State

Zip

817.410.4885

817.410.4854

Phone Number

Fax Number

Mike Andrews

Contact Person

Adobe Equipment Co.

Company Name

7402 Eastex Freeway

Address

Houston

Texas

77093

City

State

Zip

713.692.4471

Phone Number

Fax Number

Bryan Henderson

Contact Person

DARR AND ADOBE EQUIPMENT LOCATIONS

03.23.2016

LOCATION	NAME	ADDRESS	CITY	STATE	ZIP	MAIN PHONE	MAIN FAX
SOUTHLAKE	DARR EQUIPMENT CO.	350 BANK STREET	SOUTHLAKE	TEXAS	76092	817.410.4800	817.410.4254
LONGVIEW	DARR EQUIPMENT CO.	291 EASTMAN ROAD	LONGVIEW	TEXAS	75602	903.291.1663	903.291.1626
TULSA	DARR EQUIPMENT CO.	4251 S. 76th. EAST AVE.	TULSA	OKLAHOMA	74145	918.660.5400	918.660.5404
ARDMORE	DARR EQUIPMENT CO.	266 CASE CIRCLE	ARDMORE	OKLAHOMA	73443	580.657.6337	580.657.6336
OKC	DARR EQUIPMENT CO.	2000 S.E. 67th.	OKLAHOMA CITY	OKLAHOMA	73149	405-762-2200	405-672.4453
TEXARKANA	DARR EQUIPMENT CO.	7760 ALUMAX RD.	TEXARKANA	TEXAS	75501	903.838.1715	903.838.1077
WACO	DARR EQUIPMENT CO.	6917 WOODWAY DR.	WOODWAY	TEXAS	76712	254.420.2650	254.420.4225
HEMPSTEAD	ADOBE EQUIPMENT CO	13420 HEMPSTEAD ROAD #220	HOUSTON	TEXAS	77040	713.460.1232	
CRIPPLE	ADOBE EQUIPMENT CO	4803 CRIPPLE CREEK	HOUSTON	TEXAS	77017	713.947.7900	
BEAUMONT	ADOBE EQUIPMENT CO	5550 WASHINGTON BLVD	BEAUMONT	TEXAS	77707	409.898.8700	
WALLISVILLE	ADOBE EQUIPMENT CO	7607 WALLISVILLE	HOUSTON	TEXAS	77020	713.670.3434	
LAKE CHARLE	ADOBE EQUIPMENT CO	6102 CANDICE LN	LAKE CHARLES	LOUISIANA	70615	337.433.4200	



MIKE ANDREWS



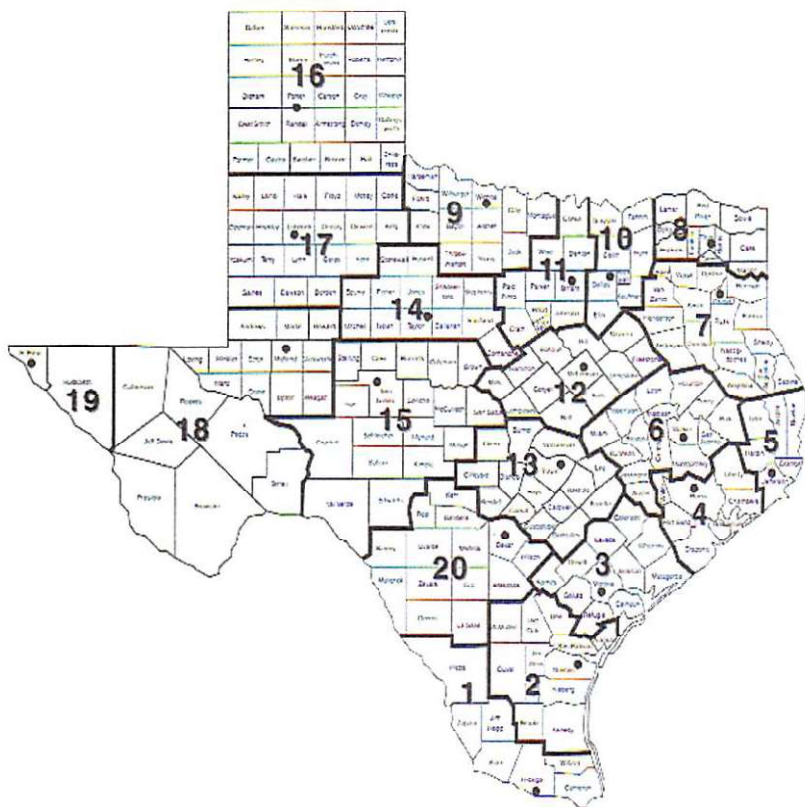
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TEXAS REGIONAL SERVICE DESIGNATION

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

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment CO., ou=G.M. Construction
Sales, email=mikeandrews@darr-equipment.com, c=US
Date: 2016.03.10 11:33:11 -0600

Signature of Authorized Company Official

Mike Andrews

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.

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment Co., ou=D.M. Construction Serv.,
email=mikeandrews@darr-equipment.com, c=US
Date: 2018.03.04 11:57:04 -0500

Signature of Authorized Company Official

Mike Andrews

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.

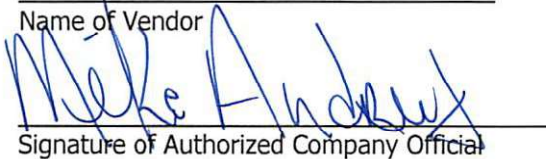
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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.

Darr Equipment Co.&Adobe Equipment Co.

Name of Vendor

A handwritten signature in blue ink that reads "Mike Andrews". The signature is written over a horizontal line.

Signature of Authorized Company Official

515-16

Proposal Invitation Number

Mike Andrews

Printed Name of Authorized Company Official

03.10.2016

Date



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FEDERAL AND STATE / PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 100,000.00 (The period of the 12 month period is 01/01/2015 / 12/31/2015). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☒ **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 (%): _____ **Proposed Discount (%)**: _____

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.

Darr Equipment Co.

Company Name

Mike Andrews

Signature of Authorized Company Official

FORM L

Mike Andrews

Printed Name

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. City Lake Dallas,	Devin Shields,	39.5%,	\$82,524.51,	Lake Dallas,	Texas
2. Texas Health&Human,		31.0%,	\$61,076.00,	Terrell,	Texas
3. YMCA,		29%,	\$69,500.00,	Irving,	Texas 75038
4. City Lake Kiowa,		27%,	\$77,695,	Lake Kiowa,	Tx
5. City of Port Arthur,		20%,	\$65,730.00,	Port Arthur,	Texas

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:

If the Manufacturer offers a better discount we will pass this along to the purchasing entity.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment CO., ou=G.M. Construction
Sales, email=mikeandrews@darrEquipment.com, c=US
Date: 2016.03.10 11:42:06 -0600

Signature of Authorized Company Official

Mike Andrews

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.

Web Site Banner Advertisements

Direct Mail

Field Salesmen

Darr Equipment Co.&Adobe Equipment Co.

Company Name

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment CO., ou=G M.
Construction Sales, email=mikeandrews@darrEquipment.com,
c=US
Date: 2016.03.10 11:43:06 -06'00'

Signature of Authorized Company Official

Mike Andrews

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

List Prices and discounts offered

(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.

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment CO, ou=G M
Construction Sales,
email=mikeandrews@darrequipment.com, c=US
Date: 2016.03.10 11:44:34 -0600

Signature of Authorized Company Official

Mike Andrews

Printed Name

03.10.2016

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Darr Equipment LP, Darr Equipment Co of Houston, LLC dba Adobe Equipment

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____

Corporation _____

Limited Liability Company ☒

Partnership ☒

Other _____

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 52-2361924 & 46-5242379

(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.)*

Darr Equipment Co., Adobe Equipment Co., Darr Equipment LP & Darr Equipment Co of Houston, LLC



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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: MPA) 

☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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: MPA) 
- ☐ **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):

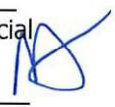
- ☒ **YES, I agree to the above.** (Initial: MPA) 
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)

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.

Darr Equipment Co. & Adobe Equipment Co.

Company Name

Mike Andrews

Signature of Authorized Company Official 

Mike Andrews

Printed Name

Digitally signed by Mike Andrews
DN: cn=Mike Andrews, o=Darr Equipment Co., email=Mike Andrews@DarrEquipment.com, c=US
Date: 2015.05.14 11:11:02 -0500



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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 and Manufacturer Letters** (Form S)

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) 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 (Form S) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the Proposal Specification Form (Form S) or Vendor's proposal may not be considered. An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's 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.					

Section I: New Construction, Street, Road, Bridge and Repair Equipment - PURCHASE ONLY

1	Discount (%) Off Catalog/Pricelist for Air Compressors	Discount (%) Off Catalog/Pricelist for all Air Compressors (Truck or Trailer Mounted), Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
2	Discount (%) Off Catalog/Pricelist for Articulated Trucks	Discount (%) Off Catalog/Pricelist for all Articulated Trucks Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
3	Discount (%) Off Catalog/Pricelist for Asphalt Compactors	Discount (%) Off Catalog/Pricelist for all Asphalt Compactors Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20% _____ %	20%-JCB List Price 10%-MQ List Price	10%-Attachments 10%-MQ
4	Discount (%) Off Catalog/Pricelist for Asphalt Cutters	Discount (%) Off Catalog/Pricelist for all Asphalt Cutters Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
5	Discount (%) Off Catalog/Pricelist for Asphalt Distributors	Discount (%) Off Catalog/Pricelist for all Asphalt Distributors Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
6	Discount (%) Off Catalog/Pricelist for Asphalt Emulsion Tanks	Discount (%) Off Catalog/Pricelist for all Asphalt Emulsion Tanks Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
7	Discount (%) Off Catalog/Pricelist for Asphalt Pavers	Discount (%) Off Catalog/Pricelist for all Asphalt Pavers, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
8	Discount (%) Off Catalog/Pricelist for Backhoe/Loaders	Discount (%) Off Catalog/Pricelist for all Backhoe/Loaders, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	30% _____ %	JCB List Price	20%-3cx & 3cx-14 10%-Attachments
9	Discount (%) Off Catalog/Pricelist for Chip Spreaders	Discount (%) Off Catalog/Pricelist for all Chip Spreaders, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
10	Discount (%) Off Catalog/Pricelist for Cold Planers	Discount (%) Off Catalog/Pricelist for all Cold Planers, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Price	
11	Discount (%) Off Catalog/Pricelist for Conveyors	Discount (%) Off Catalog/Pricelist for all Conveyors, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
12	Discount (%) Off Catalog/Pricelist for Curb and Gutter Machines	Discount (%) Off Catalog/Pricelist for all Curb and Gutter Machines, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
13	Discount (%) Off Catalog/Pricelist for Forklifts	Discount (%) Off Catalog/Pricelist for all Forklifts, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	3%-to 40.5% _____ %	See Lift-Buyboard RFP pricing, Discount list by Model, Cat & Jungheinrich list prices	
14	Discount (%) Off Catalog/Pricelist for Generator Equipment and Electrical Systems	Discount (%) Off Catalog/Pricelist for all Generator Equipment and Electrical Systems, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	8% _____ %	MQ List Price	
15	Discount (%) Off Catalog/Pricelist for Hydraulic Hammers	Discount (%) Off Catalog/Pricelist for all Hydraulic Hammers, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Price	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount/off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
16	Discount (%) Off Catalog/Pricelist for Integrated Tool Carriers	Discount (%) Off Catalog/Pricelist for all Integrated Tool Carriers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	30% _____ %	JCB List Price	20%-406 & 409 10%-Attachments
17	Discount (%) Off Catalog/Pricelist for Jack Hammers	Discount (%) Off Catalog/Pricelist for all Jack Hammers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
18	Discount (%) Off Catalog/Pricelist for Knuckleboom Loaders	Discount (%) Off Catalog/Pricelist for all Knuckleboom Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
19	Discount (%) Off Catalog/Pricelist for Material Handling Equipment	Discount (%) Off Catalog/Pricelist for all Material Handling Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	3% to 40.5% _____ %	See Lift-Buyboard RFP pricing. Discount list by Model; Cat & Jungheinrich list prices	
20	Discount (%) Off Catalog/Pricelist for Melter Crack Sealers	Discount (%) Off Catalog/Pricelist for all Melter Crack Sealers (Truck or Trailer Mounted), Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
21	Discount (%) Off Catalog/Pricelist for Mini Excavators	Discount (%) Off Catalog/Pricelist for all Mini Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20% _____ %	JCB List Price	15%-8008,8018,8029 10%-Attachments
22	Discount (%) Off Catalog/Pricelist for Motor Graders	Discount (%) Off Catalog/Pricelist for all Motor Graders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
23	Discount (%) Off Catalog/Pricelist for Multi Terrain Loaders	Discount (%) Off Catalog/Pricelist for all Multi Terrain Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Price	
24	Discount (%) Off Catalog/Pricelist for Paving Breakers and Milling Machines	Discount (%) Off Catalog/Pricelist for all Paving Breakers and Milling Machines, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
25	Discount (%) Off Catalog/Pricelist for Pipelaying Equipment	Discount (%) Off Catalog/Pricelist for all Pipelaying Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
26	Discount (%) Off Catalog/Pricelist for Pneumatic Compactors and Rollers	Discount (%) Off Catalog/Pricelist for all Pneumatic Compactors and Rollers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
27	Discount (%) Off Catalog/Pricelist for Pothole Patchers	Discount (%) Off Catalog/Pricelist for all Pothole Patchers (Trailer or Truck Mounted), Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
28	Discount (%) Off Catalog/Pricelist for Road Broom Equipment	Discount (%) Off Catalog/Pricelist for all Road Broom Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	5% _____ %	LAYMOR List Price	
29	Discount (%) Off Catalog/Pricelist for Road Reclaiming Equipment	Discount (%) Off Catalog/Pricelist for all Road Reclaiming Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
30	Discount (%) Off Catalog/Pricelist for Scrapers	Discount (%) Off Catalog/Pricelist for all Scrapers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
31	Discount (%) Off Catalog/Pricelist for Skid Steer Loaders	Discount (%) Off Catalog/Pricelist for all Skid Steer Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Price	
32	Discount (%) Off Catalog/Pricelist for Soil Stabilizing Equipment	Discount (%) Off Catalog/Pricelist for all Soil Stabilizing Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
33	Discount (%) Off Catalog/Pricelist for Telescopic Handlers	Discount (%) Off Catalog/Pricelist for all Telescopic Handlers, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	20% _____ %	JCB List Price	10%-525-60 & Attachments 15%-TM220&320
34	Discount (%) Off Catalog/Pricelist for Track Loaders	Discount (%) Off Catalog/Pricelist for all Track Loaders, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Price	10%-Attachments
35	Discount (%) Off Catalog/Pricelist for Track and Wheel Material Handlers	Discount (%) Off Catalog/Pricelist for all Track and Wheel Material Handlers, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		
36	Discount (%) Off Catalog/Pricelist for Track-Type Tractors and Dozers	Discount (%) Off Catalog/Pricelist for all Track-Type Tractors and Dozers, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		
37	Discount (%) Off Catalog/Pricelist for Tracked Excavators	Discount (%) Off Catalog/Pricelist for all Tracked Excavators, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	20% _____ %	JCB List Price	10%-Attachments
38	Discount (%) Off Catalog/Pricelist for Trommel Screen Equipment and Compost Turners	Discount (%) Off Catalog/Pricelist for all Trommel Screen Equipment and Compost Turners, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		
39	Discount (%) Off Catalog/Pricelist for Truck Mounted Excavators	Discount (%) Off Catalog/Pricelist for all Truck Mounted Excavators, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		
40	Discount (%) Off Catalog/Pricelist for Utility Vehicles	Discount (%) Off Catalog/Pricelist for all Utility Vehicles, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	8%-11% _____ %	Cushman-Price Pages	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
41	Discount (%) Off Catalog/Pricelist for Vibratory Soil Compactors and Rollers	Discount (%) Off Catalog/Pricelist for all Vibratory Soil Compactors and Rollers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20% _____%	20%-JCB List Price 10%-MQ List Price	10%-Attachments 10%-MQ List Price
42	Discount (%) Off Catalog/Pricelist for Waste Handling Wheel Loaders and Landfill Compactors	Discount (%) Off Catalog/Pricelist for all Waste Handling Wheel Loaders and Landfill Compactors, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	30% _____%	JCB List Price	10%-Attachments
43	Discount (%) Off Catalog/Pricelist for Wheel Dozers	Discount (%) Off Catalog/Pricelist for all Wheel Dozers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		
44	Discount (%) Off Catalog/Pricelist for Wheel Excavators	Discount (%) Off Catalog/Pricelist for all Wheel Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		
45	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Discount (%) Off Catalog/Pricelist for all Wheel Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	30% _____%	JCB List Prices	10%-Attachments
46	Discount (%) Off Catalog/Pricelist for Heavy Duty Paint Striping Equipment	Discount (%) Off Catalog/Pricelist for all Heavy Duty Paint Striping Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____%		
47	Discount (%) Off Catalog/Pricelist for All Other Construction, Road, Bridge, and Repair Equipment	Discount (%) Off Catalog/Pricelist for All Other Construction, Road, Bridge, and Repair Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____%	10%-JCB List Prices 10%-MQ List Prices	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
48	Discount (%) Off Catalog/Pricelist for Parts on All Types of Construction, Road, Bridge, and Repair Equipment	Discount (%) Off Catalog/Pricelist for all Parts on All Types of Construction, Road, Bridge, and Repair Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section II: Construction, Road, Bridge, and Repair Equipment - RENTAL ONLY (Vendor must include Rental Rate Sheet)					
49	Discount (%) Off Catalog/Pricelist for RENTAL of All Construction, Road, Bridge, and Repair Equipment	Discount (%) Off Catalog/Pricelist for RENTAL of All Construction, Road, Bridge, and Repair Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	DARR/ADOBE Published Rental Rates	
Section III: Construction, Road, Bridge, and Repair Equipment Repair Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY					
NOTE: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.					
50	Discount (%) Off Catalog/Pricelist for Pre-Owned/Reconditioned/Retired Rental of All Construction/Road and Bridge Repair Equipment	Discount (%) Off Catalog/Pricelist for all Pre-Owned/Reconditioned/Retired Rental of All Construction/Road and Bridge Repair Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	5% _____ %	DARR/ADOBE Published Sales Sheet	0%-Machines older than 3 years

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
Section IV: Street Sweepers, Sand/Salt Spreading, Snow Plows and DeIcing Road and Bridge Equipment - PURCHASE ONLY					
51	Discount (%) Off Catalog/Pricelist for All Broom Street Sweepers	Discount (%) Off Catalog/Pricelist for all Broom Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
52	Discount (%) Off Catalog/Pricelist for All Air Street Sweepers	Discount (%) Off Catalog/Pricelist for all Air Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
53	Discount (%) Off Catalog/Pricelist for All Regenerative Air Sweepers	Discount (%) Off Catalog/Pricelist for all Regenerative Air Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
54	Discount (%) Off Catalog/Pricelist for All Waterless Street Sweepers	Discount (%) Off Catalog/Pricelist for all Waterless Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
55	Discount (%) Off Catalog/Pricelist for All Alternative Fuel Sweepers	Discount (%) Off Catalog/Pricelist for all Alternative Fuel Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
56	Discount (%) Off Catalog/Pricelist for All Mounted Sand and Salt Spreading Equipment	Discount (%) Off Catalog/Pricelist for all types of Mounted Sand and Salt Spreading Equipment, Accessories and Attachments (Pick-Up, Utility, Heavy-Duty, or Tailgate). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
57	Discount (%) Off Catalog/Pricelist for All Pre-Wetting Equipment	Discount (%) Off Catalog/Pricelist for all Pre-Wetting Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
58	Discount (%) Off Catalog/Pricelist for All Snow Plow Equipment	Discount (%) Off Catalog/Pricelist for all Snow Plow Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Prices	
59	Discount (%) Off Catalog/Pricelist for All Deicing Equipment	Discount (%) Off Catalog/Pricelist for all Deicing Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
60	Discount (%) Off Catalog/Pricelist for All Other Types of Street Sweeper, Sand/Salt Spreading, Snow Plows and Deicing Equipment	Discount (%) Off Catalog/Pricelist for All Other Types of Street Sweeper, Sand/Salt Spreading, Snow Plows and Deicing Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
61	Discount (%) Off Catalog/Pricelist for Parts on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Related Equipment	Discount (%) Off Catalog/Pricelist for all Parts on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Related Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section V: Ditching, Trenching and Utility Equipment (Environmental Products) Equipment - PURCHASE ONLY					
62	Discount (%) Off Catalog/Pricelist for Brush Chippers	Discount (%) Off Catalog/Pricelist for all Brush Chippers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Prices	
63	Discount (%) Off Catalog/Pricelist for Stump Cutters	Discount (%) Off Catalog/Pricelist for all Stump Cutters, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
64	Discount (%) Off Catalog/Pricelist for Tub Grinders	Discount (%) Off Catalog/Pricelist for all Tub Grinders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
65	Discount (%) Off Catalog/Pricelist for Horizontal Grinders	Discount (%) Off Catalog/Pricelist for all Horizontal Grinders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
66	Discount (%) Off Catalog/Pricelist for Tree Spades	Discount (%) Off Catalog/Pricelist for all Tree Spades, Accessories and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	5% _____ %	AVANT List Prices	
67	Discount (%) Off Catalog/Pricelist for Tree Care Accessories and Supplies	Discount (%) Off Catalog/Pricelist for all Tree Care Accessories and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section VI: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products) - PURCHASE ONLY					
68	Discount (%) Off Catalog/Pricelist for Hydrostatic Trenching Equipment	Discount (%) Off Catalog/Pricelist for all Hydrostatic Trenching Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
69	Discount (%) Off Catalog/Pricelist for Hydrostatic Rock Trenchers	Discount (%) Off Catalog/Pricelist for all Hydrostatic Rock Trenching Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
70	Discount (%) Off Catalog/Pricelist for Offset Trenchers	Discount (%) Off Catalog/Pricelist for all Offset Trenchers, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
71	Discount (%) Off Catalog/Pricelist for Hydrostatic Trench Compactors	Discount (%) Off Catalog/Pricelist for all Hydrostatic Trench Compactors, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	5% _____ %	JCB List Price	
72	Discount (%) Off Catalog/Pricelist for Vibratory Plows	Discount (%) Off Catalog/Pricelist for all Vibratory Plows, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
73	Discount (%) Off Catalog/Pricelist for Concrete Cutters	Discount (%) Off Catalog/Pricelist for all Concrete Cutters, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	5% _____ %	JCB List Price	
74	Discount (%) Off Catalog/Pricelist for Trench Compactors	Discount (%) Off Catalog/Pricelist for all Trench Compactors, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	5% _____ %	JCB List Price MQ List Price	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment

(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
Section VII: Ditching, Trenching and Utility Equipment (Trenchless Products) - PURCHASE ONLY					
75	Discount (%) Off Catalog/Pricelist for Horizontal Directional Drilling Systems	Discount (%) Off Catalog/Pricelist for all Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
76	Discount (%) Off Catalog/Pricelist for Fluid Mixing Systems	Discount (%) Off Catalog/Pricelist for all Fluid Mixing Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
77	Discount (%) Off Catalog/Pricelist for Vacuum/Excavation Systems	Discount (%) Off Catalog/Pricelist for all Vacuum Excavation Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
78	Discount (%) Off Catalog/Pricelist for Hammerhead Mole Tools	Discount (%) Off Catalog/Pricelist for all Hammerhead Mole Tools, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
79	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Discount (%) Off Catalog/Pricelist for all Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
80	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching, and Utility Equipment	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Price	
81	Discount (%) Off Catalog/Pricelist for Parts on All Ditching, Trenching, and Utility Equipment	Discount (%) Off Catalog/Pricelist for all Parts on Ditching, Trenching, and Utility Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section VIII: Ditching, Trenching and Utility Equipment - RENTAL ONLY					
82	Discount (%) Off Catalog/Pricelist for Rental of All Ditching, Trenching and Utility Equipment Rental	Discount (%) Off Catalog/Pricelist for RENTAL of All Ditching, Trenching and Utility Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section IX: Ditching, Trenching and Utility Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY					
NOTE: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.					
83	Discount (%) Off Catalog/Pricelist for Pre-Owned/Reconditioned/Retired Rental Ditching, Trenching and Utility Equipment	Discount (%) Off Catalog/Pricelist for all Pre-Owned/Reconditioned/Retired Rental Ditching, Trenching and Utility Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment

(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
Section X: Debris/Scrap Processing Equipment - PURCHASE ONLY					
84	Discount (%) Off Catalog/Pricelist for Demolition Equipment	Discount (%) Off Catalog/Pricelist for all Demolition Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
85	Discount (%) Off Catalog/Pricelist for Disaster Equipment	Discount (%) Off Catalog/Pricelist for all Disaster Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
86	Discount (%) Off Catalog/Pricelist for Landfill/Recycling Equipment	Discount (%) Off Catalog/Pricelist for all Landfill/Recycling Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
87	Discount (%) Off Catalog/Pricelist for Site and Right of Way Clearance Equipment	Discount (%) Off Catalog/Pricelist for all Site and Right of Way Clearance Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
88	Discount (%) Off Catalog/Pricelist for All Other Debris/Scrap Processing Equipment	Discount (%) Off Catalog/Pricelist for All Other Debris/Scrap Processing Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
89	Discount (%) Off Catalog/Pricelist for Parts on All Debris/Scrap Equipment	Discount (%) Off Catalog/Pricelist for all Parts on Debris/Scrap Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	JCB List Prices	
Section XI: Debris/Scrap Processing Equipment - RENTAL ONLY					
90	Discount (%) Off Catalog/Pricelist for Rental of All Debris/Scrap Processing Equipment Rental	Discount (%) Off Catalog/Pricelist for RENTAL of All Debris/Scrap Processing Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10% _____ %	Darr/Adobe Published Rental Rates	
Section XIII: Debris/Scrap Processing Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY					
NOTE: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.					
91	Discount (%) Off Catalog/Pricelist for Pre-Owned/Reconditioned/Retired Rental Debris/Scrap Processing Equipment	Discount (%) Off Catalog/Pricelist for Pre-Owned/Reconditioned/Retired Rental Debris/Scrap Processing Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ _____ %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment
(Catalog/pricelist must be submitted with Proposal or Proposal will not be considered¹.)

Section XIV: Installation and Repair Service		Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
92	Not to Exceed Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road/Bridge and Other Equipment	Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road/Bridge and Other Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 119.00 /Hour	DARR/ADOBE Published Labor Rates
93	Not to Exceed Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Ditching and Other Equipment	Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Ditching and Other Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 119.00 /Hour	DARR/ADOBE Published Labor Rates
94	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment	Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 119.00 /Hour	DARR/ADOBE Published Labor Rates
95	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment	Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 119.00 /Hour	DARR/ADOBE Published Labor Rates

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

August 24 , 2016

TO WHOM IT MAY CONCERN:

We are pleased to confirm that Darr Equipment with its
cooperate address at 350 Bank Street, Southlake, Texas, 76092
is a non-exclusive distributor for Multiquip Inc., authorized to
sell Multiquip products and provide service within the territory
of Texas.

Sincerely

Mike Schick



South Central Region Manager

Multiquip Inc.

18910 Willmington Ave.

Carson CA. 90746



LAYMOR

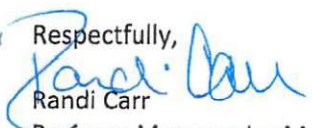


To whom it may concern

Darr Equipment Co. is an authorized distributor for Mobile Products Inc. and is authorized to sell the LayMor brand.

SM200
SM300
SM400

Respectfully,


Randi Carr

Business Manager LayMor



JCB INC.
2000 Bamford Boulevard
Pooler, GA 31322
www.jcb.com
Tel: (912) 447-2000

8/24/2016

To whom it may concern:

JCB, Inc confirms that Darr Equipment is an approved JCB Dealer, and authorizes them to sell JCB equipment off of the Texas Buyboard contract No. 515-16 in accordance with its JCB Dealer Agreement.

Regards

A handwritten signature in black ink, appearing to read 'Scott Whitehurst', is written over a light blue horizontal line.

Scott Whitehurst
JCB, Inc.



August 24, 2016

To whom this may concern,

Please be advised that Darr Equipment LP of 350 Bank Street, Southlake, TX 76092 has been an authorized dealer for Cushman a division of Textron for over four years. They are currently in good standings with a valid contract doing business supporting our business interest in Texas.

If you should need anything else or have further questions please contact me directly for clarification.

Best,

Darryl K Sarver

DARRYL SARVER
Channel Development Manager
(c) 706-284-8442
(email) dsarver@textron.com
1451 Marvin Griffin Road
Augusta, Ga. 30906



MCFA
2121 W. Sam Houston Pkwy. N.
Houston, TX 77043-2305
Phone (713) 365-1000
Fax (713) 365-1441



August 24, 2016

To Whom It May Concern:

This letter confirms that **Darr Equipment** is an authorized full-service CAT® Lift Truck, Mitsubishi Forklift Trucks, and Jungheinrich® industrial warehouse products dealer and distributor for multiple counties within Texas that operate under the Southlake, TX Headquarters.

Darr Equipment may sell CAT®, Mitsubishi and Jungheinrich® products including goods and services with the brand names CAT®, Mitsubishi, Jungheinrich®, and Promatch® Parts, including trucks, chassis, attachments, optional features, parts, and exchange components. **Darr Equipment** is also expected to fully perform servicing tasks on all authorized products, including warranty.

Regards,

A handwritten signature in cursive script, appearing to read "David Jarr", is located below the "Regards," text.

David Jarr - Sr. Manager, Dealer Development – Americas
Mitsubishi Caterpillar Forklift America, Inc. (MCFA)
(713) 365-1422 / david.jarr@mcfa.com



UniCarriers Americas Corporation

240 N Prospect Street
Marengo, IL 60152 USA
t: 815.568.0061 f: 815.568.0179
www.unicarriersamericas.com

September 2, 2016

Re: Authorized UniCarriers Forklift Sales and Warranty Service Dealer

To whom it may concern:

Currently, Darr Equipment is an authorized UniCarriers forklift sales and warranty service provider in the Houston and Beaumont, TX area. Please forward any additional inquiries to the undersigned at elindstrand@unicarriersamericas.com or call (815) 568-4343.

Very truly yours,

UNICARRIERS AMERICAS CORPORATION

A handwritten signature in black ink, appearing to read "Evan Lindstrand". The signature is stylized with a large, sweeping "E" and a cursive "Lindstrand".

Evan Lindstrand
Director, Sales Operations



City of Galveston

DEPARTMENT OF PUBLIC WORKS

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

April 15, 2019

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

From: Angelo Grasso, Director of Municipal Utilities

Re: City Council to consider awarding the contract on the Annual Sanitary Sewer and Force Main Rehabilitation Project (RFP 19-14) to T Con Construction, LLC for an amount not to exceed \$1,400,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

1. **Background:**

- A. The City of Galveston has an aging sanitary sewer infrastructure that requires repair and replacement of the gravity sanitary sewer and force main sewer system. The rehabilitation of gravity sanitary sewer and force main systems is a vital part of maintaining sewer infrastructure.
- B. This is an approved Capital Improvement Project. The aging sanitary sewer system is responsible for inflow and infiltration which causes excessive flows to the wastewater treatment plants. \$1,300,000.00 in Sanitary Sewer Capital Improvements funds was allocated for sanitary sewer and force main rehabilitation.
- C. Because of recent history where storm sewer work was needed in conjunction with sanitary sewer work, storm sewer bid items were included in the annual bid proposal. As part of this project, if storm sewer work is needed, a funding source not to exceed \$100,000.00 will come out of the Drainage Capital Improvement funds.
- D. The inspector for this project will be paid out of the Capital Improvement Plan for the Sanitary Sewer and Drainage Program fund. His time will be allocated to the current budget with the activity code assigned to this project.

2. **Current Situation:**

- A. The City of Galveston advertised for an annual Request for Proposal (RFP) on the Sanitary Sewer and Force Main Rehabilitation contract. This Request for Proposal contract has approximately 552 bid items related to sanitary sewer or storm sewer related work including cure in place, pipe bursting and open cut methods of rehabilitating the City's sanitary sewer, force main and storm sewer infrastructure.
- B. Sealed Request for Proposals (RFP) for the annual Sanitary Sewer and Force Main Rehabilitation contract were opened on March 18, 2019 at 2:00 PM.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

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

- C. Horseshoe Construction, Inc., PM Construction & Rehab, LLC and T Construction, LLC submitted proposals to the City of Galveston. Bid tabulations were compared and scored by a 3-person scoring committee. The following was the average score for each contractor determined by the committee:

	Avg. Score
T Con Construction, LLC	530
PM Con Construction, LLC	325
Horseshow Construction, Inc.	323

T Construction, LLC received the highest score from the committee.

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

- A. The proposed Annual Sanitary Sewer and Force Main Rehabilitation contract shall be effective for a one (1) year period of time upon execution by the City of Galveston. The City anticipates that the contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- **Option Clause:** It is agreed that the City will have the option to extend the contract for up to (4) four additional one-year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is not available or if the contractor's past performance is not within the industry standard.
- **Escalation Clause:** Should market conditions prevail which dictate an increase, there will be an escalation clause in the contract that the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement.

4. **Issues:**

- A. Cost: \$1,400,000.00
B. Timing: Upon City Council Approval.
C. Impact: Sanitary sewer and force main rehabilitation will reduce inflow and infiltration issues and help prevent environmental concerns.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

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

5. **Recommendations:**

- A. City Council to approve awarding the Request for Proposal on the Annual Sanitary Sewer and Force Main Rehabilitation Project (RFP 19-14) to T Construction, LLC for an amount not to exceed \$1,400,000.00.

B. **Fiscal Impact Report:**

Requested by: Angelo Grasso, Director of Municipal Utilities

Funding Source \$1,300,000.00 from the City of Galveston Capital Improvement Plan for the Sewer Program fund
\$100,000.00 from the City of Galveston Capital Improvement Plan for the Drainage Program fund

Cost:	Sanitary Sewer Rehabilitation Cost =	\$1,270,000.00
	Sanitary Sewer Inspection Cost =	\$ 30,000.00
	Storm Sewer Rehabilitation Cost =	\$ 98,000.00
	Storm Sewer Inspection Cost =	\$ 2,000.00
	Total Cost of Implementation=	\$1,400,000.00

Respectfully Submitted,

Forwarded for Approval,

Angelo Grasso
Director of Municipal Utilities

Brandon Cook, Assistant City Manager
of Development and Municipal Services



City of Galveston



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

April 16, 2019

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

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the professional engineering services proposal from Arceneaux Wilson & Cole (AWC), LLC, for Engineering Design of the 10 Mile Road Elevated Storage Tank, at a cost not to exceed \$1,132,150. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The existing 1.0 million gallon (MG) 10-Mile Road Elevated Storage Tank (EST) is located near 10-Mile Road and Steward Road. It serves the West Service Area with potable water from the Airport Pump Station.
- B. The capacity of the EST is inadequate for normal supply and emergencies in the West Service Area and needs to be increased. This is also more important since the City relies on wholesale water supply through an aged 20 year old supply line on an aged railroad causeway.
- C. Based on a recent inspection by TCEQ and an earlier inspection by the City, the EST was also found to be in need of rehabilitation due to extensive corrosion. While rehabilitation will be less expensive than a new EST, and will address the corrosion, the age of the tank, lack of capacity and pressure indicate that rehabilitating the existing tank which does not meet the current design criteria is not cost effective in the long-term.

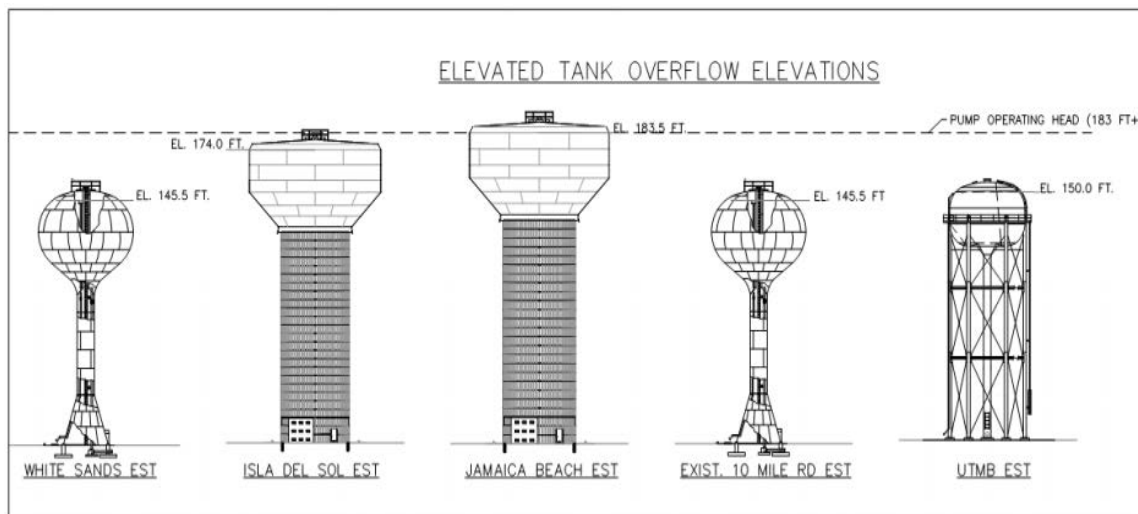


Figure 1 - Relative Tank Overflow Elevations, Existing Elevated Tanks

- D. Rehabilitation is only a short term option (5 year life) at a cost of \$5 Million+ and will not meet the requirements for the needed water quality, hydraulic capacity, required pressure and longevity to sustain the West End Area that it serves. Construction of a new tank will be at an estimated construction cost of \$7,790,000 (+2.79M for 25+ year lifetime, 1.5 MG increase in capacity, improvement in water quality, and 10+ feet increase in height to sustain system pressures).
- E. In addition to system needs, in order to avoid a TCEQ compliance notice of violation and future enforcement from TCEQ, this EST needs to be replaced.
- F. The new EST should be built so that (a) it improves capacity for domestic and fire demand at the West End, and (b) the maximum water elevation is adequate to allow the tank to fill and drain from system pressures to maintain water quality.
- G. To address the City's concerns for water quality, longevity, sustainability, and capacity, the City engaged AWC to evaluate alternatives for rehabilitating the existing EST vs. building a new EST and to provide specific design recommendations.
- H. AWC currently is the only firm that has the City's updated KYPIPE water distribution system model.
- I. AWC has been assisting the City periodically in evaluating distribution system scenarios for planning purposes for the West End, Airport Pump Station (PS), 59th Street PS and the 30th Street PS.
- J. Findings from AWC's 2018 water system modeling, supported the City Staff's concern that the existing EST does not adequately fill or drain on system pressures since it is 10+ feet short, and that the water in the EST stays stagnant for a long period of time, until the distribution system pressure drops significantly due to leaks or other emergencies in this service area.
- K. Based on the 10 Mile Road EST and service area evaluation, AWC recommended that the existing 1.0 MG EST be replaced with a larger and taller (157 feet and 2.5 MG) EST for sustainable supply to the West End area that it serves.
- L. Since the existing EST has only one pipeline that serves as the entry and exit, AWC also recommended that the new EST be installed with separate 20 inch inlet riser pipe (entry/fill line) and 20 inch outlet riser pipe (exit) pipelines for better operational control.
- M. AWC recommended that the new EST be built in the same location as the existing EST since the infrastructure already exists for an EST at this location resulting in \$350,000 savings in cost.
- N. The proposed taller and larger EST will be capable of maintaining the system pressure in the water distribution system and providing additional capacity for the normal daily and seasonal system demand as well as unforeseen emergencies.

II. Current Situation

- A. The City requested a proposal from AWC which was prequalified by City Council in 2018.
- B. AWC submitted a proposal for \$1,132,150 to perform the Modeling and Engineering Design for the new 10 Mile Road EST and decommission the aged corroded undersized and shorter non-compliant EST with inferior water quality in which potable water circulation is compromised.
- C. In sharp contrast to previous designs where the construction contractor performed the structural design of the tank, AWC's design proposal includes the complete structural design of the EST.
- D. AWC is available to perform at City's Request.

III. Issues

- A. Cost – \$1,132,150.
- B. Timing – As soon as the contract is ratified.

C. Impact or ramifications:

If the proposal is not approved, the City will be unable to construct a new larger and taller EST to address pending TCEQ TAC 217 compliance, and improve the water distribution system and water quality demands in the Pirates Beach Area, including the zone of influence in the North, South, and East side of the 10 Mile Road EST.

IV. Recommendation

Approve the proposal for professional engineering services from AWC for the 10 Mile Road EST design for \$1,132,150 to construct a new larger and taller EST to address pending TCEQ TAC 217 compliance, and improve the water quality and water distribution system demands in the Pirates Beach Area, including the zone of influence in the West, North, South, and East side of the 10 Mile Road EST.

V. Fiscal Impact Report

Requested by: Daniel Christodoss, P.E.
City Engineer

Funding Source: Water CO Bonds 2017 Bonds Fund 40117

\$1,132,150

Costs of implementation:

Fund Savings:

Life Cycle Cost Savings and significant increase in level of service for customers by Building new vs. Rehabilitation of aged corroded EST

Respectfully Submitted,

A handwritten signature in blue ink that reads "Daniel Christodoss".

Daniel Christodoss, P.E.
City Engineer

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the “City”, and **Arceneaux Wilson & Cole LLC** hereinafter called “**Company**”, located in Port Arthur, Texas in connection with the following project.

10-Mile Road Elevated Storage Tank

The City desires that the Company perform certain professional engineering services in connection with the Project utilizing engineers employed by the COMPANY; and the COMPANY represent that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein and in those documents, attached and incorporated for all purposes: Exhibits A, B, and D, identified as Responsive Proposal from COMPANY.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional engineering services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

- a. The COMPANY’s basic services consist of the following and include the customary engineering services.
- b. The COMPANY shall manage the engineering services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City’s approval a schedule for the performance of the engineering services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and

shall respond to applicable design requirements imposed by those authorities and entities.

- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
 - f. Detailed scope of work for 10-Mile Road Elevated Storage Tank can be found on Exhibit A.
2. Time of Performance - The services as set forth in Exhibit A shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 365 days respectively from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this design amendment shall not exceed **\$1,132,150.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
- i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.

- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
 - a. Design schedule in **Smartsheet**; the City shall provide and share a blank **Smartsheet** at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
- iii. 60% submittal (Rev. B – 60% submittal issued for review):
 - a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;
 - Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (blue);
 - Sanitary Sewer system Details (red);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;
 - Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;

- Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
 - c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved USACE, TXDOT/Galveston County, as applicable;
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in **Smartsheet at www.smartsheet.com**;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in **Smartsheet at www.smartsheet.com**;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;
- 1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in **Smartsheet**;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
 - c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;

- d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
 - vii. Construction Phase:
 - a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
 - viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below. **Invoices will not be approved without the proper submittal/backup documents.** Always email a copy to the personnel above with the corresponding documents.
 - a. 30%
 - b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction
 - ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
8. The City will comply with Texas law in paying and/or disputing invoices.
9. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
10. **INDEMNIFICATION:** FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless**

the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

11. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
13. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
 - a. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A are completed to the written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.
14. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
- a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation
- Insurance coverage shall be on an "**occurrence basis**"
18. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
19. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
20. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
21. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
22. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject

themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

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

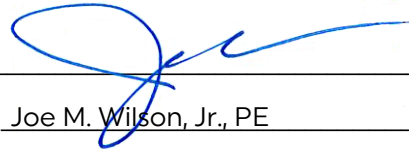
City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

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

CITY OF GALVESTON, TEXAS

Arceneaux Wilson & Cole LLC

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Joe M. Wilson, Jr., PE

TITLE: City Manager

TITLE: President

DATE: _____

DATE: March 5, 2019

Approved As To Form

City Attorney's Office

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

EXHIBIT A



March 5, 2019

Mr. Daniel Christodoss
City of Galveston
823 25th Street
Galveston, TX 77550

**RE: PROPOSAL FOR ENGINEERING SERVICES
for 10-Mile Road Elevated Storage Tank
Galveston, Texas**

Dear Mr. Christodoss,

Arceneaux Wilson & Cole LLC (AWC) is pleased to submit the following proposal and for the opportunity to assist you on the 10-Mile Road Elevated Storage Tank Project. Based on the scope of work and our understanding of the project we propose to provide engineering services to plan and design a new 2.5 million-gallon, composite construction elevated storage tank (EST) located on 10-Mile Road in Galveston. Our scope of work will include decommissioning and demolition plans for the existing 1 million-gallon, spheroid tank currently located at the 10-Mile Road site and all the necessary rerouting of water lines and utilities necessary for construction on the new EST. We recommend the following basic scope of services as described below.

BASIC SCOPE OF SERVICES

PHASE 1 - DATA COLLECTION AND PRELIMINARY DESIGN

- 1) Conduct an initial "kick off" meeting with the City staff to further define and develop design criteria and to obtain existing information such as pertinent "as-built" plans and contract and other information available for the project.
- 2) Conduct a site investigation with City Staff.
- 3) Surveying for Design including:
 - a. Establish horizontal and vertical control based on the City of Galveston's control and monument system to establish survey control points.



- b. Conduct field surveying to locate existing and adjacent property corners.
 - c. Perform field topographic surveys for the site. All visible improvements within the project limits will be located and surveyed. Visible water, sanitary sewer, storm sewer lines, fencing and other improvements will be located and surveyed. If necessary, existing utilities uncovered by the City of Galveston will also be surveyed.
 - d. Establish overflow elevation of existing City elevated tanks on same datum as proposed tank.
- 4) Conduct a geotechnical study to develop geotechnical data for design of the new elevated tank foundation.
- 5) Utilize data from our hydraulic modeling analysis and calibrate with current pressure data from field test provided by City at fire hydrants to aid in determining recommended EST capacity and operating levels.
- 6) A preliminary design will be made utilizing the data obtained. The 30% progress drawings will be submitted for review and approval by the City Staff.
- 7) Design will incorporate separate inlet and outlet piping to prevent short circuiting and that there are no dead spots during operation.

PHASE 2 - FINAL DESIGN

- 1) Following the approval of the preliminary design, the final design of the project will be completed. Plans will be submitted for review by the city staff at the 60%, 90% & 100% completion level. AWC will address any City staff comments received. Final design work items will generally include:
 - a. Demolition plans and scope of work for demolition of existing spheroid tank.
 - b. Elevated tank and foundation structural and detailed design.
 - c. Site access design, specifications & drawings.
 - d. Site drainage design, specifications & drawings.
 - e. Fence design and drawings.
 - f. Storm water pollution prevention (SW3P) plan for site.
 - g. Hydraulic modeling analysis including updating City's water model with new EST data.



- h. Electrical service design, drawing and specifications.
 - i. Tank and site lighting design and specifications. & drawings.
 - j. Tank water level controls design & drawings.
 - k. Identify and review control issues with City of Galveston staff.
- 2) Conduct monthly project coordination and progress meetings with the City to review the progress of the project design.
- 3) Incorporate review comments into the Final Plans and Bidding Documents.
- 4) Prepare an opinion of probable construction costs for the project utilizing the preliminary design (30%) and an updated OPC at the 60%, 90% and 100% design stages.
- 5) Assist in preparing final Bid documents, including bid schedule and necessary Special Technical Specifications.
- 6) Submit Plans to TCEQ for review and address any comments.

PHASE 3 – BID AND CONSTRUCTION PHASE SERVICES

- 1) Assist the City, as required, in advertising for bids.
- 2) Attend Pre-Bid meeting.
- 3) Answer any questions during bidding, prepare and distribute addenda, if necessary.
- 4) Assist the City in tabulating the bids.
- 5) Attend bid evaluation meeting with City.
- 6) Prepare a Letter of Recommendation to the City for award of the construction contract.
- 7) Assist the City in conducting a pre-construction conference.
- 8) Attend construction bi-weekly progress meetings for project, (anticipated 730-day construction schedule).
- 9) Conduct periodic inspections during construction.
- 10) Provide third party onsite inspection & reporting for steel fabrication.
- 11) Provide third party onsite inspection & reporting for coatings.
- 12) Review and approve monthly pay requests submitted by the contractor.



- 13) Review and approve construction submittals.
- 14) Review and respond to RFI's.
- 15) Prepare change orders and required documentation for City approval.
- 16) Prepare operation and maintenance manuals for new EST.
- 17) Prepare project closeout documentation including "Record of Construction Drawings" based on mark-ups supplied by the contractor.

SERVICES NOT A PART OF OUR SCOPE OF WORK

Services specifically excluded from our proposed Scope of Services include, but are not necessarily limited to the following:

- 1) Construction Staking.
- 2) Fees for permitting.
- 3) Full time inspection during construction.
- 4) Design for trench safety.
- 5) Quality control and materials testing services during construction (other than third party inspection for structural steel and coating inspection).
- 6) Subsurface utility engineering in the event excavation is required to locate existing facilities.
- 7) Surveys for property acquisition.
- 8) Surveys for permanent and/or working easements.
- 9) Title research fees.
- 10) Environmental Services including but not limited to the following:
 - a. Threatened and endangered species surveys.
 - b. Waters of the US. Determination.
 - c. Wetland Delineation.
 - d. USACE permitting and/or coordination.
 - e. Lead paint evaluation and abatement.
 - f. Preparation and/or application for SW3P permit.



PROFESSIONAL FEE

AWC proposes to perform the engineering and survey design services as set forth in SCOPE OF BASIC SERVICES, on a not to exceed fee basis of **\$1,132,150.00**. This proposed fee includes Civil and Geotechnical engineering services, surveying, bidding, and contract administration services.

A breakdown of our fees are as follows:

1. Phase 1 – Preliminary Engineering (20%)	\$ 221,930.00
2. Phase 2 – Detailed Design (50%)	\$ 622,325.00
3. Phase 3 – Bidding and Construction (30%)	\$ 287,895.00

We recommend a design period of 12-months to perform the proposed scope of services through Detailed Design. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

ARCENEUX WILSON & COLE LLC

A blue ink handwritten signature, appearing to read "Joe M. Wilson, Jr.", is written over a horizontal line.

Joe M. Wilson, Jr., P.E.
President



City of Galveston

Teichman Road Waterline #1

15 April 2019

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

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the Teichman Road Waterline Design Amendment #1 from Arceneaux Wilson and Cole, LLC (AWC) of \$182,280.00. Authorizing the City Manager to execute documents on approval by City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Waterlines to provide uninterrupted service to Citizens.
- B. The City installed a 12 inch PVC waterline along Teichman Road for the longer section from IH 45 Feeder Road to 89th Street to match the higher demand, and a smaller 8 inch PVC waterline from 89th Street to 91st Street to meet the lower demand for this shorter segment.
- C. However, the waterline from 91st to 93rd that serves the West end of Teichman Road is still an undersized aged 6 inch AC waterline.
- D. With the recent 6 inch AC waterline break on Teichman Road between 91st Street and 93rd Street, it was recommended that a new 8 inch (min) PVC waterline per current AWWA standards be installed from 91st to the West end of Teichman Road, and the dead end be looped at Schattel and Teichman to improve circulation.
- E. The City requested a proposal from AWC which was prequalified by the City Council in September 2018. AWC submitted a proposal for \$182,280.00 to perform the water distribution system design along Teichman Road from 91st to Shattel Lane (Figure 1).
- F. AWC's proposal was approved by City Council in December 2018.
- G. During the Design Kickoff meeting in January, as built conditions for the two aged waterlines from IH45 to 91st (6 inch and 8 inch AC) were discussed. It became apparent that these two waterlines were not abandoned (to avoid maintenance issues related to an older pipe), when the





City of Galveston

Teichman Road Waterline #1

new 12 inch/8 inch PVC waterlines were installed from IH45 to 91st Street in 2009. Therefore, the project scope was expanded to include abandonment of the older waterlines and transfer of the water services to the 12 inch/8 inch 2009 PVC waterlines and also loop Vista Bella.



Figure 1: Original Design Proposal



Figure 2: Design Amendment #1





City of Galveston

Teichman Road Waterline #1

H. Since the waterlines crossing Teichman Road are also aged waterlines, to provide better value for the neighborhood, these north to south waterlines on Commodore Drive, Blume Drive, and 91st Street, were also added to the design. The new Design Amendment #1 configuration is shown in Figure 2.

II. Current Situation

City requested a proposal to expand the original scope of work. AWC proposed a design amendment for \$182,280 to provide a better value for the neighborhood. AWC is available to perform at the City's request.

III. Impact or ramifications:

If the waterline improvements design is not awarded, the City will continue to incur emergency premium costs and continued loss of service to citizens due to the potential for:

- pipeline breaks,
- loss of water from leaks,
- damage to the road and
- potential damage to adjacent properties

IV. Alternatives in order of priority

- A. Approve Design Amendment #1 from AWC, for a not to exceed amount of \$182,280.00 in order to survey, model and design approximately an additional mile of the water distribution system along Teichman Road including new dead end loops, new valves and new fire hydrants.
- A. Do not approve the request and risk premium cost due to repetitive emergency repairs, potential damage to private properties, and loss of service to our customers.





City of Galveston

Teichman Road Waterline #1

V. Recommendation

B. Approve Design Amendment #1 from AWC, for a not to exceed amount of \$182,280.00 in order to survey, model and design approximately an additional mile of the water distribution system along Teichman Road including new dead end loops, new valves and new fire hydrants.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Sources:	Waterworks CO 2017 Bonds Fund 40117
Design Cost:	\$182,280.00

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the “City”, and **Arceneaux Wilson & Cole LLC** hereinafter called “**Company**”, located in Port Arthur, Texas in connection with the following project.

Teichman Road Water Line Additional Services

The City desires that the Company perform certain professional engineering services in connection with the Project utilizing engineers employed by the COMPANY; and the COMPANY represent that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein and in those documents, attached and incorporated for all purposes: Exhibits A, B, and D, identified as Responsive Proposal from COMPANY.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional engineering services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

- a. The COMPANY’s basic services consist of the following and include the customary engineering services.
- b. The COMPANY shall manage the engineering services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City’s approval a schedule for the performance of the engineering services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and

shall respond to applicable design requirements imposed by those authorities and entities.

- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
 - f. Detailed scope of work for Additional Services for Teichman Road Water Line can be found on Exhibit A.
2. Time of Performance - The services as set forth in Exhibit A shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within the time frame of the original contract (11-months) from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this design amendment shall not exceed **\$182,280.00** Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
- i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;

- c. Consultant to prepare pre-design meeting minutes.
- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
 - a. Design schedule in **Smartsheet**; the City shall provide and share a blank **Smartsheet** at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
- iii. 60% submittal (Rev. B – 60% submittal issued for review):
 - a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
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 - Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (blue);
 - Sanitary Sewer system Details (red);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;

- Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
 - Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
 - c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved USACE, TXDOT/Galveston County, as applicable;
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in **Smartsheet at www.smartsheet.com**;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in **Smartsheet at www.smartsheet.com**;
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- 1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in **Smartsheet**;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

- c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
 - vii. Construction Phase:
 - a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
 - viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below. **Invoices will not be approved without the proper submittal/backup documents.** Always email a copy to the personnel above with the corresponding documents.
 - a. 30%
 - b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction
 - ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
8. The City will comply with Texas law in paying and/or disputing invoices.
9. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense

on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

11. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
13. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
 - a. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A are completed to the written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

14. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
- a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation
- Insurance coverage shall be on an "**occurrence basis**"
18. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
19. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
20. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
21. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

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

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

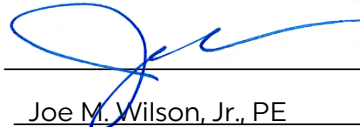
City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

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

CITY OF GALVESTON, TEXAS

Arceneaux Wilson & Cole LLC

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Joe M. Wilson, Jr., PE

TITLE: City Manager

TITLE: President

DATE: _____

DATE: April 3, 2019

Approved As To Form

City Attorney's Office

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

EXHIBIT A



April 3, 2019

Mr. Daniel Christodoss
City of Galveston
823 25th Street
Galveston, TX 77550

**RE: PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES
for Teichman Road Water Line
Galveston, Texas**

Dear Mr. Christodoss,

Arceneaux Wilson & Cole LLC (AWC) is pleased to submit the following proposal and for the opportunity to assist you on the Teichman Road Water Line project. Based on our discussions at the project kick-off meeting and our understanding of the project we propose to provide additional engineering services as requested. We propose a scope of additional services as described below.

DESCRIPTION OF ADDITIONAL SERVICES

- I. Evaluate the existing water system and recommend and design improvements from I45 to 91st Street. This includes but not limited to details for abandoning existing asbestos cement (AC) lines in place, design of connections to consolidate line to a single PVC water main, design of new fire hydrants connections and water service connections. Where necessary, connections of existing lateral lines will be extended from side streets to the single water main.
- II. Evaluate the existing water system and recommend and design improvements for replacement of approximately 4,000-feet of existing waterline, located at 91st Street, Lewis Lane, Blume Drive and Commodore Drive (see attached exhibit).

SCOPE OF ADDITIONAL SERVICES

- AWC will perform a topographic survey of alignment and adjacent areas as required for design and planning of additional services from I-45 to 91st Street, 91st Street, Lewis Lane, Blume Drive and Commodore Drive.



- AWC will evaluate Construction Cost and Constructability for possible system improvements.
- AWC will provide same services as described in our original Proposal for Engineering Services for Teichman Road Water Line, dated Oct. 23, 2018 and extend the project area to include from 91st Street north to I45, 91st Street, Lewis Lane, Blume Drive and Commodore Drive.

PROFESSIONAL FEE

Based upon our review and understanding of the project, we propose to be compensated based on a not to exceed fee of **\$ 182,280.00** for our services. A breakdown of our fees are as follows:

1. Survey	\$ 28,550.00
2. Engineering Design	\$ 153,730.00

We can perform the work detailed above in our original proposed design period of 11-months. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

ARCENEUX WILSON & COLE LLC

A handwritten signature in blue ink, reading "Marc A. Ochoa", is positioned above a horizontal line.

Marc A. Ochoa, P.E.
Senior Project Manager



LEGEND



ORIGINAL PROPOSAL



NEW WATER LINE
(ADDITIONAL SERVICES)



CONNECT SERVICES TO PVC LINE
(ADDITIONAL SERVICES)





ARCENEUX WILSON & COLE
engineering | surveying | planning



City of Galveston

CAPITAL PROJECTS STAFF REPORT

April 17th, 2019

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

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the proposal for \$42,000 from Arceneaux, Wilson and Cole, LLC (AWC) for traffic signal design at 45th Street and Avenues O, P, Q and S intersections. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and reconstruction of 45th Street was included in the City of Galveston Capital Improvement Plan.
- B. This project includes rebuilding the roadway, installing larger inlets and lateral storm sewer system components to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks and ADA ramps, bicycle and parking lanes.
- C. On 25 May 2017, the City Council approved Arceneaux, Wilson, and Cole, LLC., to perform engineering design for the 45th Street Improvements from Broadway to Seawall Boulevard.
- D. Although AWC completed the design, at the time it was being prepared for advertisement, the lack of adequate traffic signals at Avenues O, P, Q and S were being addressed. A change in scope to add the traffic signals as an addendum to the roadway design was recommended. The existing inefficient span wire signal at Avenue O is shown below:





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- E. The 45th Street reconstruction design was advertised with TXDOT Standard Traffic Signal details at no increase in design cost, to avoid delays in the bidding process, and with the intent that site specific design will be performed after the construction contract is awarded.
- F. The City Council subsequently awarded a contract with Main Lane Industries, Ltd. on 13 December 2018 for the construction of this project.
- G. City staff met internally with the traffic department and with AWC to discuss the scope of the traffic signal design.
- H. The City subsequently requested a proposal from AWC for additional services related to traffic signal design at Avenues O, P, Q and S. The traffic signal to be designed is being evaluated and could be one of the following options if additional services design is awarded:



II. Current Situation

- A. AWC provided a proposal for \$42,000 to complete the traffic signal design at Avenues O, P, Q and S.
- B. AWC is available to perform the time critical design on authorization from the City.

III. Impact or ramifications:

The implementation of the design proposal would improve traffic safety, aesthetics and durability by providing mast arm signals that are less susceptible to wind forces in Galveston's typical coastal high wind/high gust environment.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve the proposal for additional design services from AWC for traffic signal design at Avenues O, P, Q and S to be added to the 45th Street Improvements from Broadway to Seawall Boulevard project, at a project design fee of \$42,000.
- B. Do not approve the request.

V. Recommendation

Approve the proposal for additional design service from AWC for traffic signal design at Avenues O, P, Q and S to be added to the 45th Street Improvements from Broadway to Seawall Boulevard project, at a design fee of \$42,000.

VI. Fiscal Impact Report

Requested by: Daniel Christodoss, P.E.
City Engineer

Funding Source: 2017 General Obligation Bonds Fund 3217 ST1705

Implementation Cost: \$42,000

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the “City”, and **Arceneaux Wilson & Cole LLC** hereinafter called “**Company**”, located in Port Arthur, Texas in connection with the following project.

45th Street Additional Services

The City desires that the Company perform certain professional engineering services in connection with the Project utilizing engineers employed by the COMPANY; and the COMPANY represent that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein and in those documents, attached and incorporated for all purposes: Exhibits A, B, and D, identified as Responsive Proposal from COMPANY.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional engineering services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

- a. The COMPANY’s basic services consist of the following and include the customary engineering services.
- b. The COMPANY shall manage the engineering services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City’s approval a schedule for the performance of the engineering services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and

shall respond to applicable design requirements imposed by those authorities and entities.

- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
 - f. Detailed scope of work for Additional Services for Teichman Road Water Line can be found on Exhibit A.
2. Time of Performance - The services as set forth in Exhibit A shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within the time frame of the original contract (1-month) from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this design amendment shall not exceed **\$42,000.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
- i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;

- c. Consultant to prepare pre-design meeting minutes.
- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
 - a. Design schedule in **Smartsheet**; the City shall provide and share a blank **Smartsheet** at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
- iii. 60% submittal (Rev. B – 60% submittal issued for review):
 - a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;
 - Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
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 - g. Update the design schedule in **Smartsheet at www.smartsheet.com**;
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 - h. Update the design schedule in **Smartsheet at www.smartsheet.com**;
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- 1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
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 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

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10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense

on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

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15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
- a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation
- Insurance coverage shall be on an "**occurrence basis**"
18. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
19. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
20. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
21. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

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

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

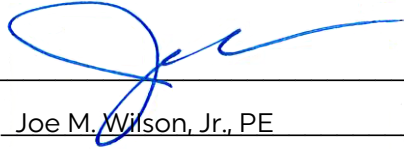
City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

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

CITY OF GALVESTON, TEXAS

Arceneaux Wilson & Cole LLC

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Joe M. Wilson, Jr., PE

TITLE: City Manager

TITLE: President

DATE: _____

DATE: April 10, 2019

Approved As To Form

City Attorney's Office

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

EXHIBIT A



August 22, 2018

Mr. Daniel Christodoss
City of Galveston
823 25th Street
Galveston, TX 77550

RE: **PROPOSAL FOR ENGINEERING SERVICES
for TRAFFIC SIGNALS along 45th STREET
Galveston, Texas**

Dear Mr. Christodoss,

Thank you for the opportunity to assist you with additional services on the 45rd Street Project from Broadway to Seawall Blvd. Based on the scope of work and our understanding of the project we propose to provide engineering services to add traffic signals at Avenues O, P, Q and S. We propose a scope of services as described below.

SCOPE OF SERVICES

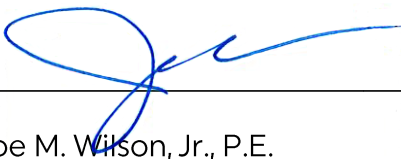
- Geotechnical investigation for foundation design with core up to 25-feet in depth.
- Provide design for traffic signals.
- Provide signal layouts and elevations of proposed signals.
- Provide detailed construction estimate.

PROFESSIONAL FEE

Based upon our review and understanding of the project, we propose to be compensated based on a not to exceed fee of **\$42,000** for our services. Our proposed fees do not include any cost/fees for any permits. We recommend a design period of 1-month to perform the proposed scope of services. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

ARCENEUX WILSON & COLE LLC



Joe M. Wilson, Jr., P.E.
President

City of Galveston



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

April 17, 2019

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

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval a proposal from LJA Engineering, Inc. for additional engineering design services associated with the damaged outfall and discharge pipe redesign for a total design fee not to exceed \$36,250. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The general scope of services was originally to replace the existing 5,000 gallons per day (GPD) wastewater treatment plant with a 15,000 GPD package plant.
- B. The Seawolf Wastewater Treatment Plant (WWTP) was destroyed as a result of Hurricane Ike.
- C. Council originally approved LJA Engineering, Inc. to provide the engineering design services on 14 June 2012.
- D. Due to a change in location of the proposed plant requested by the Parks Board on 21 November 2013, Council approved the relocation design.
- E. While the relocation of the WWTP was approved earlier to accommodate the proposed improvements to Seawolf Park, the existing lift station was incompatible with the layout that the Parks Board was envisioning, and needed to be relocated with the new WWTP.
- F. Current Texas Commission on Environmental Quality (TCEQ) regulations require an emergency generator for this facility, which was not included in the original plant or in the proposed relocation of the facility.
- G. City Council approved the design revisions.
- H. Subsequently, additional engineering services was required to relocate and downsize the Seawolf Wastewater Treatment Plant. The additional engineering consisted of relocating the wastewater treatment plant to its original site and keeping the plant at its original size of 5,000 GPD.
- I. LJA Engineering's proposal was approved by City Council
- J. Recently LJA completed the 100% design.
- K. During a site constructability review, it was found that a bait shop was built immediately adjacent to the proposed new WWTP site. The outfall pipe and the effluent discharge pipe were evaluated by TV footage to examine its interior due to the time that had elapsed. The pipe TV footage indicated the discharge pipe and the outfall pipe were damaged and need to be replaced.
- L. City requested a proposal from LJA Engineering for performing the additional design services including the outfall Federal permits.

II. Current Situation

LJA Engineering submitted a proposal for \$36,250 to perform the discharge pipe and outfall redesign including the Federal Agency Permits and appropriate warning signs since the bait shop was built next to the WWTP site.

III. Issues

- A. Cost – Increase of \$36,250.00 to provide for these additional engineering services.
- B. Time – Increase in design time by 12 months.
- B. Impact or ramifications – Failure to authorize these additional services will delay the construction of the Seawolf Wastewater Treatment Plant project.

IV. Alternatives in order of priority

- A. Approval of the request from LJA Engineering, Inc. for additional engineering services for \$36,250 to perform the discharge pipe and outfall redesign including the Federal Agency Permits and appropriate warning signs since the bait shop was built next to the WWTP site.
- B. Do not approve the request and risk delaying the construction of the Seawolf Wastewater Treatment Plant.

V. Recommendation

Approve the proposal from LJA Engineering, Inc. for additional engineering services for \$36,250 to perform the discharge pipe and outfall redesign including the Federal Agency Permits.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss City Engineer
Funding Source:	Sewer Improvement Fund 42102 SSEAWO
Costs of implementation:	Total <u>\$36,250</u>

Respectfully Submitted,



Daniel Christodoss, P.E.
City Engineer

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the "City", and **LJA Engineering, Inc.** hereinafter called "**Company**", located in Houston, Texas in connection with the following project.

**Additional Engineering Services Required for Outfall Replacement with Agency
Approvals Design Amendment #4**

The City desires that the Company perform certain professional engineering services in connection with the Project utilizing engineers employed by the COMPANY; and the COMPANY represents that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein and in those documents, attached and incorporated for all purposes: Exhibits A identified as Responsive Proposal from COMPANY.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional engineering services in accordance with the standard of care defined herein in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

- a. The COMPANY's basic services consist of the following and include the customary engineering services.
- b. The COMPANY shall manage the engineering services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City's approval a schedule for the performance of the engineering services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and

shall respond to applicable design requirements imposed by those authorities and entities.

- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
 - f. Detailed scope of work can be found on Exhibit A.
2. Time of Performance - The services as set forth in Exhibits A, shall be effective upon execution and ends upon completion of the project. The revisions to the plans are schedule to be complete within 30 days from the time the Notice to Proceed for this amendment is issued by the City. The Nationwide Permit Application is anticipated to take approximately 210 days from the time the Notice to Proceed for this amendment is issued by the City. Notwithstanding the foregoing, the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.
 3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
 4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
 6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
 7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this design amendment shall not exceed **\$36,250.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the services set forth in Exhibit A:
 8. The City will comply with Texas law in paying and/or disputing invoices.
 9. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an

amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent arising, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall name the City as an additional insured under the COMPANY's general liability insurance policy and provide any defense provided by the policy. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the City. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
11. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Termination of Contract for Cause. - If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined. Any

determination to withhold payment shall be made in good faith and with written notice to COMPANY.

13. Termination of Contract for Convenience - The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply. COMPANY shall have the right to terminate this Agreement, or any part thereof, at any time and at its convenience so long as no Services authorized by City are pending completion upon thirty (30) days' written notice to City.
14. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000 general liability aggregate (includes products and personal, etc.)
 - \$1,000,000 professional liability per claim/aggregate
 - \$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" or, in the case of the professional liability policy, on a claims-made basis.
18. Limitation of Liability: No employee or agent of COMPANY shall have individual liability to City. City agrees that, to the fullest extent permitted by law, COMPANY's total liability to City for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any causes including,

but not limited to, COMPANY's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of the applicable insurance policies required under this Agreement.

19. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
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. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
22. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
23. Compliance with Local, State and Federal Laws; Mutual Waiver of Consequential Damages: 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. In no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived.
24. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

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

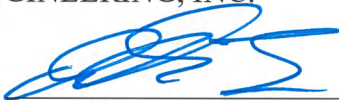
25. Statutory Terms Applicable To State Political Subdivisions: As required by Chapter 2270, Government Code, COMPANY hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal 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.

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

CITY OF GALVESTON, TEXAS

LJA ENGINEERING, INC.

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Wallace Trocheset, PE

TITLE: City Manager

TITLE: Vice President

DATE: _____

DATE: 4-17-19

Approved As To Form

City Attorney's Office

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

EXHIBIT A



11821 East Freeway, Suite 360, Houston, Texas 77029
t 713.450.1300 f 713.450.1385 LJA.com TBPE F-1386

March 29, 2019

Mr. Daniel Christodoss, Ph.D., P.E.
City Engineer
City of Galveston
823 Rosenberg Street
Galveston, Texas 77553

Re: Proposal for Additional Engineering Services Required for Outfall Replacement with
Agency Approvals and Site Work
LJA Proposal No.19-01292

Dear Mr. Christodoss:

LJA Engineering, Inc. (LJA) is pleased to present this proposal for additional engineering services associated with a new outfall replacement design to be included in the contract documents of the Seawolf Park Wastewater Treatment Plant project. The outfall replacement design was requested by the City because of damage recently determined to the wastewater treatment plant's existing outfall. To make sure the City stays in compliance with governmental agency requirements there will be a need for a Nationwide Permit Application along with coordination with the General Land Office and Coast Guard and finally an Oyster Survey for the replacement of the outfall in the Galveston Bay. In addition to the outfall the City has asked us to include some revisions to our site plan for a construction access, additional signage and coordination with the TCEQ to provide them information of the existing bait shop that was not onsite during the approval of the current wastewater discharge permit.

We propose these fees as shown on the following tables as presented in our original contract for the Seawolf Park Wastewater Treatment Plant project. This proposal is considered as Amendment 4 to the original contract with the City of Galveston (attached) for the engineering services for Seawolf Wastewater Treatment Plant dated June 14, 2012 with a reference Purchase Order of P1208097.

FEE ADJUSTMENT

Based on the need to prepare the outfall replacement design and site work for the wastewater treatment plant the survey, design, and agency approval fee is proposed in a lump sum basis. The design and field survey fee are compared to the original contract fees and the approved increases in scope below:

Design Services	Original Contract Fees and 1st, 2nd and 3rd Increase in Scope	Proposal for Additional Scope
Task1–Initial Engineering Services		
A – Permit Application	\$ 35,000.00	\$ 0.00
B – Preliminary Engineering	\$ 30,320.00	\$ 0.00
Task 2 – Final Engineering Services	\$ 101,350.00	
New Outfall Replacement, Site Work, and TCEQ Coordination		\$ 8,750.00
Agency Approvals/Coordination for Outfall		\$ 18,500.00
Task 3 – Construction Engineering Services	\$ 14,460.00	\$ 0.00
Reimbursable Expenses	\$ 30,000.00	\$ 0.00
Total Design Services	\$ 211,130.00	\$ 27,250.00

Additional Services	Basis of Compensation	Original Contract Fees And 1st, 2nd, and 3rd Increase Scope	Proposal for Additional Scope
1. Field Survey	Engineer's Cost	\$ 6,000.00	\$ 9,000.00
2. Geotechnical	Sub Contract Plus 10%	\$ 3,000.00 (Est)	\$ 0.00
3. Environmental	Sub Contract Plus 10%	\$ 3,000.00 (Est)	\$ 0.00
4. Storm Water PPP	Engineer's Cost	\$ 2,500.00	\$ 0.00
5. Start-Up Services	Engineer's Cost	\$ 3,000.00	\$ 0.00
6. Record Drawings	Engineer's Cost	\$ 2,000.00	\$ 0.00
7. Construction Materials Testing	By COG		
8. Audit Support	Engineer's Cost	\$ 5,000.00	\$ 0.00
9. Subsurface Utility Engineering	Sub Contract Plus 10%	\$ 5,000.00	\$ 0.00
Total Additional Services		\$ 29,500.00	\$ 9,000.00

Mr. Christodoss, Ph.D., P.E.
City of Galveston
March 29, 2019
Page 3

The total fee for this proposal is a not to exceed amount of \$36,250.00. The addition of the outfall replacement to the plans including field surveys and site work will take approximately 4 weeks to complete. The Nationwide Permit Application is anticipated to take approximately 7 months from preparation to approval by the agencies.

Thank you again for the opportunity to perform these services for you. If you have any questions, please call me at 713.657.6030.

Sincerely,



Wallace Trochesset, PE
Vice President

WET/mlh

Attachment

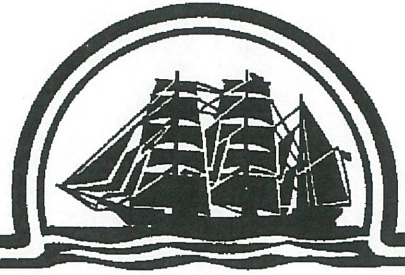
ACCEPTED BY:
CITY OF GALVESTON

By: _____

Name: _____

Date: _____

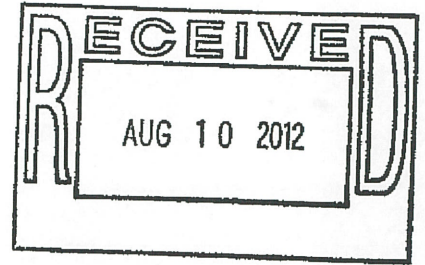
City of Galveston



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

August 6, 2012

LJA Engineering
11821 East Freeway, Suite 400
Houston, Texas 77029



Attn: Wallace Trocheset
President

**RE: EXECUTED CONTRACT & NOTICE TO PROCEED –
ENGINEERING SERVICES SEAWOLF WWTP**

Dear Mr. Trocheset:

On June 14, 2012 the Galveston City Council approved the above project in an amount not to exceed \$156,630.00. You are hereby authorized to proceed on this project.

Please reference Purchase Order **P1208097** when submitting your invoices.

If you have any questions or additional information, please contact this office at (409) 797-3630.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Wilson". The signature is fluid and stylized, with a long horizontal stroke at the end.

Eric Wilson
Assistant City Manager

xc: file

CITY OF GALVESTON
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This is a contract between the City of Galveston, Texas, a home-rule municipality, (CITY) and LJA Engineering, Inc. (LJA); and

WHEREAS, CITY desires to obtain professional engineering services in connection with the following project:

Seawolf Wastewater Treatment Plant Reconstruction and Expansion (Project); and

WHEREAS, the professional engineering services desired by CITY include, but are not limited to, investigations, surveys, studies, analyses, development of recommendations and cost estimates for improvements, and preparation of preliminary and final reports; preparation of preliminary and final design, bidding phase services, and construction phase services; and

WHEREAS, LJA is qualified and capable of performing the professional engineering services proposed in this contract, is acceptable to the CITY, and is willing to enter into a contract with the CITY to perform these services;

NOW THEREFORE, the parties to this contract mutually agree as follows:

SECTION 1 - BASIC SERVICES OF LJA

1.1 GENERAL. CITY agrees to retain LJA and LJA agrees to perform professional engineering services for the project as an independent contractor and professional consultant. This section sets forth the basic services to be rendered by LJA.

1.2 LJA shall perform for CITY professional engineering services, as expressly provided in Exhibit A to this Agreement. Exhibit A, that document dated May 4, 2012 and is LJA Proposal No. 12-0893, is attached and fully incorporated by reference herein. These services may include, but are not limited to, serving as City's professional engineering representative for the Project, and providing professional engineering consultation.

1.3 LJA shall furnish customary incidental civil, structural, mechanical, and electrical engineering services and customary incidental architectural services associated with the services listed in Exhibit A.

1.4 Prior to execution of this Agreement, LJA shall furnish CITY full information as to LJA's requirements including any special or extraordinary considerations for the Project or special services needed.

1.5 At all times during the term of this Agreement, LJA shall notify CITY as soon as possible of any new, special, or extraordinary considerations for the Project or special services needed.

1.6 At all times during the term of this Agreement, LJA shall make reasonable inquiry and review of the project requirements and advise CITY of discrepancies, inconsistencies or omissions in the Project requirements.

1.7 LJA is and shall remain an independent contractor with full and exclusive power to direct, supervise, and control LJA's own employees.

SECTION 2- PAYMENT TO LJA

2.1 CITY shall pay LJA the following compensation for the Basic Services provided pursuant to Section 1 of this Agreement:

- a. a Lump sum fee of \$156,630.00.

CITY shall not be responsible for payment to LJA for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Agreement in writing by both parties.

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

2.3 Invoices are submitted by LJA each month (not necessarily falling on the first or last day of the month). City shall notify LJA in writing, to any disputed portion of a charge on the invoice within fifteen (15) days of receiving the invoice. Amounts indicated on invoices are due and payable in accordance with the Texas Prompt Payment Act. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

All invoices shall be delivered to:
City of Galveston, Public Works Dept.
Attention: Trina Jankowski
823 Rosenberg, 2nd Floor, Rm. 205
Galveston, Texas 77550

SECTION 3- CITY'S RESPONSIBILITIES

3.1. CITY shall provide all criteria and full information as to CITY'S requirements for the project; designate a person to act with authority on City's behalf in respect of all aspects of the Project; examine and respond promptly to LJA's submissions; and give prompt written notice to LJA whenever CITY observes or otherwise becomes aware of any defect in the work.

3.2. CITY shall advise LJA in writing of all budgetary limitations for Total Project Costs and Total Construction Costs. LJA shall submit to CITY periodically LJA's opinions as to the

probability of completing construction within City's budget. LJA shall inform City of applicable adjustments in the budget and revisions in the extent or quality of the Project.

3.3 CITY shall, guarantee access to and make all provisions for LJA to enter upon public property.

3.4 If applicable, CITY shall designate a party to have responsibility and authority for coordinating the activities of the various prime contractors, if more than one prime contractor is to be awarded for construction.

SECTION 4- TIME FOR COMPLETION

4.1 Time is of the essence for this Agreement.

4.2 LJA shall not begin any work until after the City Council has officially approved this Agreement and authorized the City Manager to execute this Agreement. CITY shall not be responsible under this Agreement for payment to LJA for any work done prior to the full execution of this Agreement.

4.3 Upon written notice to proceed by City, LJA shall begin work promptly on each phase of the Project as set forth in Exhibit A.

[LJA shall complete all services within 270 calendar days.]

4.4 LJA represents that LJA has sufficient resources dedicated to the Project to ensure its satisfactory completion, even in the event there is protracted delay in starting the Project or in receiving notice to proceed for one or more phases of this Project. If LJA anticipates that a protracted delay will adversely affect the ability of LJA to maintain sufficient resources to dedicate to the Project, LJA shall so advise before execution of this Agreement. A protracted delay shall mean a delay in receiving notice to proceed that is unreasonable and substantial and shall be more than ninety (90) days from the time period estimated.

4.5 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.

SECTION 5- MISCELLANEOUS

5.1 Ownership of Documents: All information and documents prepared by the LJA in the performance of this contract shall belong to the City. LJA shall turn over to City on request all materials obtained or produced during the course of the project. LJA shall maintain project records in accordance with State retention laws, but in no event for less than five (5) years after completion of project.

5.2 CITY understands that any reuse of documents prepared or furnished by LJA without written verification or adaptation by LJA for the specific purpose intended by CITY will be at CITY'S sole risk and without liability or legal exposure to LJA.

5.3 Termination. The obligation to provide further services under this Agreement may be terminated by either party to this Agreement, upon providing the other party thirty days written notice. In the event of any termination, all work shall terminate upon notice of termination and CITY shall pay LJA for all services rendered to the date of termination, and all Reimbursable Expenses. LJA shall turn over to the City all work completed prior to the termination.

5.4 Controlling Law. This Agreement is to be governed by the laws of the State of Texas. Venue for any dispute arising out of this Agreement shall be in Galveston County, Texas.

5.5. Successors and Assigns. The parties to this Agreement bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the prior written authorization of the other. Any such written consent provided by City must be authorized by the City Council of CITY. This condition does not apply to the extent that any assignment, subletting, or transfer is required or restricted by law.

5.6 Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent LJA from employing such independent professional associates and consultants as LJA may deem appropriate to assist in the performance of services of this Agreement.

5.7 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and LJA. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of CITY and LJA and not for the benefit of any other party.

5.8 INDEMNIFICATION: IN ACCORDANCE WITH STATE LAW, FOR CONSIDERATION RECEIVED, LJA ENGINEERING, INC. SHALL INDEMNIFY, DEFEND, SAVE AND HOLD THE CITY OF GALVESTON HARMLESS, INCLUDING CITY'S OFFICERS, AGENTS, EMPLOYEES AND SERVANTS, FROM ANY CLAIMS, ACTIONS, LAWSUITS, PROCEEDINGS, DAMAGES, LOSS, JUDGMENTS, LIABILITIES OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, WHICH MAY ARISE OR RESULT, IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF LJA ENGINEERING, INC. OR OF THOSE ACTING UNDER LJA ENGINEERING, INC.'S SUPERVISION OR CONTROL. LJA ENGINEERING, INC. SHALL NOT BE RESPONSIBLE, HOWEVER, FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, WHICH MAY ARISE FROM THE NEGLIGENCE OF THE CITY AND ITS THIRD PARTIES.

5.9 Insurance Requirements

5.10 LJA shall provide all certificates of coverage and all renewals. For each policy except Workers' Compensation protection, LJA shall name CITY as an additional insured and shall provide that the policy require the insurance carrier to notify CITY a minimum of thirty days (30) in advance of any change in the terms or conditions of the policy or cancellation of all or part of the policy.

5.11 CITY may make periodic visits to the site to observe the progress and quality of the work of LJA and Contractor.

SECTION 6- GENERAL

6.1 Entire Agreement- This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded and extinguished by the execution of this Agreement. No modification of, or waiver of any right under, this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

6.2 Joint Severability- 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 of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

6.3 All notices, consents and approvals required or desired to be given by the parties shall be sent in writing and shall be deemed sufficiently given when same is deposited in the United States Mail with sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

City: City Manager
P.O. Box 779
Galveston, TX 77553
Ph: (409) 797-3520
Fax: (409) 797-3521

with copy to: City Attorney
P.O. Box 779
Galveston, TX 77553
Ph: (409) 797-3530
Fax: (409) 797-3531

LJA: 11821 East Freeway
Suite 400
Houston, Texas 77029

7.1 LJA acknowledges that CITY is a municipality incorporated under the laws of the State of Texas, and that all laws regulating and concerning Texas municipalities apply. LJA acknowledges that CITY may only act through its City Council or a duly authorized

7.2 The party signing this Agreement on behalf of LJA represents to the City that this Agreement and the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of LJA.

Executed on this the 31st day of July, 2012.

By: Michael Kovacs
Title: City Manager

By: Jeff P. Collins
Jeff Collins Wallace Trochesset, PE
 Title SR Vice President


City Attorney's Office

6/14/12
Date Council Approved:

Douglas Godinich
City Secretary

EXHIBIT A

LJA Engineering, Inc.



11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713.450.1300
Fax 713.450.1385
www.ljaengineering.com

May 31, 2012

PROPOSAL

Ms. Rachel Ruiz
City of Galveston
823 Rosenberg Street
Galveston, Texas 77553

Re: Proposal for Engineering Services
Seawolf Wastewater Treatment Plant Reconstruction and Expansion
LJA Proposal No. 12-0893

Dear Ms. Ruiz:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering services associated with the reconstruction and expansion of the Seawolf Wastewater Treatment Plant. The project consists of replacement of the existing 5,000 GPD Plant by a 15,000 GPD Plant. We propose the following services and corresponding fees. Additional services are not part of this scope of services. The estimated costs of additional services are shown on Page 6 and they will be billed hourly, as shown on Attachment "A".

The preliminary construction cost of the project is estimated at \$300,000 and the construction time is estimated at 180 days. An updated cost estimate will be provided after the plant discharge permit is issued.

LJA provides this description of services for performing engineering related services for the Seawolf Wastewater Treatment Plant Reconstruction and Expansion (Project) for the City of Galveston (Owner). The general scope of services is to replace the existing Wastewater Treatment Plant by a 15,000 GPD package steel plant including an aeration basin, a clarifier, a chlorine contact basin, and a sludge holding tank. The scope of services includes the major tasks described below.

SCOPE OF SERVICES

Task 1 – Initial Engineering Services

The following scope of work is for the following initial engineering services.

A. Permit Application

1. Conduct a project initiation meeting to clarify requirements for the Project;
2. Meet with the stakeholder to discuss potential loads for the new WWTP, (potentially 5,000 gallons per day);

3. Begin the TCEQ Permit amendment process which will include a review of the expired TCEQ TPDES permit for the plant;
4. Prepare and submit TPDES Permit application to the TCEQ for approval.

B. Public Hearings

1. This scope of work does not include those services that may arise in connection with any public hearings required by the TCEQ for approval of the discharge permits.

C. Preliminary Engineering

LJA will prepare for approval a preliminary design as needed for the treatment requirements to meet the effluent quality required by the permit and in compliance with the stated parameters. Preliminary engineering services will also include the following:

1. Interview key operational personnel to obtain their understanding regarding existing problems, procedures used in the past and any recommended improvements.
2. Obtain existing "as-built" plan and shop drawings, if available.
3. Site visit with City Engineering and Operations personnel to discuss the project.
4. Assessment of treatment alternatives to meet permit requirements
5. Develop and/or refine cost estimates and alternative(s) for each project(s).
6. Exhibits showing specific improvements recommended.
7. Outline specifications.
8. Schedule of final design and construction.
9. Probable cost of construction for the recommended improvements for both FEMA/CDBG-DR funding eligible items and non-eligible items.

Task 2 – Final Engineering Services

A. Final Design

LJA will perform a technical review of contract documents at the 60% complete stage and a constructability review of completed documents. Regularly scheduled progress meetings will take place during the design phase to review work completed to date, project schedule, and other issues with City staff and Grant Administrator. LJA will perform project management duties through the design phase, including tracking budget and schedule, and meeting with the City for project updates. LJA will prepare completed contract documents (plans and specifications) for use in bidding and constructing the work associated with the project. The following services are included:

1. Final design services including necessary engineering services to complete the preparation of plans and specifications in Construction Specification Institute (CSI) format and

numbering system for the improvements based on the City approved recommendations prepared in the Preliminary Phase.

2. Bid package prepared to assist City with documentation of FEMA/HUD Texas CDBG-DR eligible and non-eligible costs.
3. Final construction cost estimate based on the final plans and specifications. Cost estimate shall include HUD Texas CDBG-DR eligible and non-eligible breakdowns.
4. Submit documents to required regulatory agencies (TCEQ) for review and acceptance.
5. Obtain required approvals from other governmental authorities with jurisdiction over some aspect of the project.
6. Obtain signature approvals of public and private utilities affected by the project.
7. Prepare technical specifications in City of Galveston format and numbering system or, if the City has no preference, Construction Specification Institute (CSI) format.
8. Present three (3) copies of the design documents to the City for review and comment at 60% and 100%. The 100% set will include reproducible documents for signatures and bidding.

B. Bidding

As requested, LJA will assist the City with soliciting, receiving and evaluating bids for construction. The following tasks are typically included:

1. Reprographics of bid documents including fifteen (15) copies of the final construction drawings and specifications and contract documents for bidding distribution.
2. Assist the City in preparation of the advertisement for this project including AGC, Dodge, etc.
3. Distribution of contract documents to prospective bidders, bidding agencies and vendors and maintain a distribution log. LJA will prepare a single project bid document.
4. LJA (or City) will conduct a Pre-Bid Conference (mandatory or non-mandatory per City) between LJA, prospective bidders, suppliers, etc., and answer, by written addenda, contractors and suppliers' functional and technical questions during bidding phase.
5. Assist the City in the opening of bids for construction of the project, tabulate and evaluate bids, and prepare a recommendation letter for City action.
6. Assist the City in issuing the Contractor Notice of Award, preparation of construction contract and Contractor Notice to Proceed, and preconstruction meeting.

Task 3 – Construction Engineering Services

Typical construction administration phase services are listed below; however, LJA also maintains a construction inspection department and can provide full-time construction inspection services.

1. Make visits as required to the project site to assist on construction issues, observe the progress and quality of the various aspects of the contractors' work, and participate in substantial and final completion inspections of the project.
2. Project management related duties will be performed throughout the scheduled construction period.
3. Perform technical and functional review of all shop drawings and other submittals.
4. Respond to all contractor RFIs (Requests for Information).
5. Review and comment on all Change Order requests and initiate Change Order requests when appropriate.
6. Log-in, track, and distribute submittals to the various disciplines and subconsultants.

Additional Services

These services will be performed as requested and authorized by the City of Galveston, and some will be provided by our subconsultant firms.

1. Field Surveying.
2. Geotechnical Investigation design as required.
3. Environmental Services, as required for the project, including Phase I services that consist of an environmental site assessment and a wetlands assessment that may be required by review agencies (i.e. Corps of Engineers, TCEQ).
4. Storm Water Pollution Prevention Plan (SWPPP) for Construction.
5. Reproduction of Documents-Additional Copies. Reports, exhibits, plans, specifications and bid documents for bidding purposes.
6. Start-Up Services. Engineer to provide assistance during plant start-up as appropriate.
7. Record Drawings. Contractor's "As-Built" plans as a basis for making changes for the project. The Record Drawings will be produced in an electronic format and delivered to the City on compact disk. In addition, one set of reproducible drawings will be provided to the City for the project.
8. Construction Materials Testing. Materials testing as required during construction. This effort will be dependent upon the specific project requirements.
9. Audit Support. Assist City in the preparation of the CDBG final acceptance and audit submittal package.
10. Miscellaneous Services. Provide other services as directed by the Owner,

TIME OF PERFORMANCE

The Engineer shall perform the professional engineering services in accordance with the following:

Engineering Service	Completion (Calendar Days) from NTP
Notice to Proceed (NTP)	0
Task 1 – Initial Engineering Services	
A – Permit Application	90 from NTP
B – Preliminary Engineering	60 from receipt of draft permit
Task 2 – Final Engineering	120 from receipt of permit
Task 3 – Construction Engineering	Per Contract Documents
Task 4 – Additional Services	As Authorized

COMPENSATION

The design effort for the project is presented in Attachment "B". Compensation for the professional engineering services provided as part of this Contract shall be made as follows:

Design Services	Estimated Fees Not to Exceed
Task 1 – Initial Engineering Services	
A – Permit Application	\$ 30,000.00
C – Preliminary Engineering	\$ 16,320.00
Task 2 – Final Engineering Services	\$ 41,350.00
Task 3 – Construction Engineering Services	\$ 14,460.00
Reimbursable Expenses	\$ 30,000.00
Total Design Services	\$132,130.00

All permit and application expenses will be provided by the City. Reimbursable fees include submittal, advertisement and filing fees and other reimbursable fees including, but not limited to travel/mileage, phone charges, reproduction, printing, postage, and delivery charges.

Ms. Rachel Ruiz
May 31, 2012
Page 6

Additional Services	Basis of Compensation	(Not to Exceed) Compensation
1. Field Survey	Engineer's Cost	\$ 6,000.00
2. Geotechnical	Sub Contract Plus 10%	\$ 3,000.00 (Est)
3. Environmental	Sub Contract Plus 10%	\$ 3,000.00 (Est)
4. Storm Water PPP	Engineer's Cost	\$ 2,500.00
5. Start-Up Services	Engineer's Cost	\$ 3,000.00
6. Record Drawings	Engineer's Cost	\$ 2,000.00
7. Construction Materials Testing	By COG	
8. Audit Support	Engineer's Cost	\$ 5,000.00
Sub-Total Additional Services		\$24,500.00

All proposed engineering services, if authorized by the City, will be provided at a fee not to exceed \$156,630.00.

If this proposal meets with your approval, please execute both copies, returning one copy to our office and keeping one copy for your records. Your signature below will be sufficient authorization to commence the stated work.

Thank you again for the opportunity to perform these services for you. If you have any questions, please call me at 713.657.6030.

Sincerely,



Wallace Trochesset, PE
Vice President

WET/rp

ACCEPTED BY:
CITY OF GALVESTON

By: _____

Name: _____

Date: _____

ATTACHMENT "A"
SCHEDULE OF HOURLY RATES

Staff, Non-Principal Personnel Charges

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.2.

Labor cost is defined as the cost of salaries paid to the Engineer's personnel plus payroll burden, currently 37% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client.

Labor Cost Range (including 37% Payroll burden)

	<u>Lowest</u>	<u>Highest</u>
Department Head (VP, Dept. Manager, Sr. PM)	\$50.00	\$95.00
Project Manager	\$40.00	\$75.00
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	\$30.00	\$55.00
Sr. Planner	\$45.00	\$75.00
Planner	\$30.00	\$60.00
Sr. Landscape Architect	\$35.00	\$60.00
Landscape Architect	\$29.00	\$50.00
Designer	\$26.00	\$50.00
Resident Project Representative	\$26.00	\$45.00
GIS Developer	\$35.00	\$60.00
GIS Analyst	\$25.00	\$35.00
Survey Technician	\$33.00	\$45.00
Project Surveyor	\$41.00	\$52.00
CADD Operator (CADD Technician)	\$18.00	\$37.00
Clerical (Construction Admin. Assistant)	\$18.00	\$37.00

CADD System

Intergraph CADD system will be billed at a rate of \$25.00/hour plus operator time.

Principals

Principals will be billed at a rate of \$175.00/hour.

Senior Consultants

Senior consultants will be billed at a rate of \$200.00/hour.

Expert Witness

Expert witness duties will be billed at a rate of \$350.00/hour.

Surveying Services

Field party rate includes personnel/supervision, normal equipment and supplies. Client requested overtime shall be 1.5 times standard rate.

Survey Field Crew	\$135.00/Hour
GPS	\$ 50.00/Hour
Robotic Total Station	\$ 25.00/Hour
All Terrain Vehicle	\$ 50.00/Day

Mileage Charges

Mileage shall be charged at the current IRS mileage rate per mile for all travel.

Survey/project representative mileage shall be charged at the rate of \$0.73/mile for all travel.

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - FEBRUARY 20, 2019

2/20/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:05 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member David Collins, Council Member John Listowski, and Council Member Jackie Cole. Council Members Amy Bly and Jason Hardcastle arrived at 8:08 a.m.

3. DISCUSSION ITEMS

3.A. Discuss Proposed Transfer Of The City's Arts & Historic Preservation Program To The Park Board And Funding Options (Brown/Yarbrough - 45 Minutes)

MPT Brown advised the Arts & Historic Board allocates money to non-profit organizations that make applications to their board. There is 6/8 of a penny that is allocated to the program annually which is about \$1.5 million. The board allocates money to the organizations for support of events and fore marketing purposes. Today's discussion is to consider moving these allocations to the Park Board. Dr. Brown advised of two reasons the Council might consider moving this function to the Park Board. (1) The Park Board already allocates HOT funds to organizations and has the expertise to evaluate marketing programs and making sure the money is used appropriately. (2) If this idea has merit how much in funds should be transferred to the Park Board? If the City keeps a portion it could be used for other HOT related projects like public art, historic preservation, and other projects. If the City sent 4/8 of a penny and the Park Board could come up with 2/8 for the program that would make 6/8 of a penny. This gives the City an expansion of the HOT funds and provides more flexibility. If Council feels the idea has merit, then discussion could be held on funding options. The Park Board is meeting to discuss on their February 26th agenda and would like to know how much the City would contribute. The concept has been presented to the Arts & Historic Board and the Park Board. Those boards did not vote on this item but consensus was supporting. CM Collins advised he is supportive of this notion but would like the City to retain a portion of the money for other projects. He expressed concerns that the smaller organizations might lose some of their funding. Dr. Cole advised she does not have a problem with sending this program to the Park Board, but expressed concerns about taking money from this program which supports our local non-profits when all of the City's remaining HOT money is spent on the trolleys. She would like to see where the money is going before she makes a decision on how much money to send to the Park Board. MPT Brown advised the Trolley Committee has the data that Dr. Cole is requesting. Mayor Yarbrough advised the Park Board is better equipped to manage this activity. The purpose of the transfer is to align duties and management of assets, and to get activities where it makes more sense. City Manager Brian Maxwell will circulate the budget for trickle down so the Council can look at the details, the audit once it is available, details on the 1/8 penny that the city keeps, and the Trolley Committee report.

3.B. Discuss The City's Nuisance Ordinance And Enforcement (Brown/Yarbrough - 60 Minutes)

Dr. Brown provided information on the City's notification process for code enforcement violations for high grass. He advised the violator gets an initial 10-day letter for the first violation, but does not get an additional letter for future violations. Staff has made some changes to make it clear that subsequent notices will not be sent for additional violations within a 12-month period. The appeal process has also been clarified in the letter.

3.C. Discuss Timeline/Deadlines For Building Permits (Brown/Yarbrough - 45 Minutes)

Dr. Brown reported an issue with the current process for dilapidated structures. When the Code Enforcement Department sends a letter to a property owners related to a dilapidated structure, a building permit may be obtained which stops the Code Enforcement activity. The City currently issues perpetual building permits so the structure can sit for months or years with no progress. Discussion was held regarding possible solutions including the requirement of renewing building permits in six months, following up on permits after a period of time and check percentage of completion, and requiring the permit holder to submit a plan of action with a timeline. Staff will look into options and bring back to Council at the April workshop.

- 3.D. Discuss Size Requirements For Planned Unit Developments (PUD's) (Collins/Yarbrough - 30 Minutes)**
CM Collins reported on issues with the lot size for PUD's. Tim Tietjens reported that staff's recommendation during the LDR process was at least an acre, Planning Commission recommended half an acre, and the Chamber of Commerce was evaluating this requirement as well and came back with a 5,000 square feet recommendation, and Council finally decided on 10,000 square feet. He advised that PUD's are more intended for planned development, essentially meeting requirements of the underlying zoning and city code with some give and take but is not meant to be used as a variance. Discussion was held regarding the Council's ability to place conditions on a PUD, and keeping requirements the same until the zoning maps are scrutinized and modified.

- 3.E. Receive And Discuss A Briefing On The Proposed Bill At The State To Limit Tax Increases To 2.5% (Cole/Yarbrough - 20 Minutes)**
Assistant City Manager Mike Loftin provided a copy of City Manager Brian Maxwell's written testimony to the Texas Senate Commission on Property Tax that shows the effect over time. He provided information that may have a direct impact on Galveston.

- 3.F. Receive And Discuss An Update On The City Hall Remodel (Yarbrough - 15 Minutes)**
Mayor Yarbrough reported that plans have changed for the City Hall remodel in light of the recent CDM settlement. City Manager Brian Maxwell advised that staff will be focusing on public safety issues, including sprinkling the building and adding restrooms on every floor. The other work including moving Council Chambers to the first floor and putting in a visitor's center/City of Galveston history area on the first floor is being postponed but could be done in the future by issuing some debt. The Fire Station should open in July, and the Annex should be demolished in August or September.

- 3.G. Update On City Code Review Process (Yarbrough - 15 Minutes)**
Assistant City Attorney Donna Fairweather provided a tentative schedule for Council's review of the City Code.

4. ADJOURNMENT

The workshop was adjourned at 10:55 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - FEBRUARY 28, 2019

2/28/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:34 a.m.

2. ROLL CALL

Present: Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.

Absent: Mayor James Yarbrough.

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. (30 Minutes)
Agenda Items 8E, 10A, 11A, 11G, 11N, 11O, 11P, 11S, 11T, 11U, 11V, 11W, and 11X were clarified by Staff and Council.

- 3.B. Joint Workshop Between The City Council And The Park Board Of Trustees To Discuss Items Of Mutual Interest (City Council - 1 Hour)

A Joint Workshop was held between the City Council and the Park Board.

Discuss East End Lagoon Business Plan - Sheryl Rozier presented the East End Lagoon Nature Preserve Plan. The Park Board is looking for concurrence from the Council in order to move forward with the due diligence portion of the plan. The Park Board has received notification of being on the short list to receive \$1.4 million in RESTORE funds to be used for construction of an open air structure, and requests \$50,000 from the City over the next eight years to support the overall East End Lagoon Plan. The open air structure is a shovel ready project.

Discuss Park Board Management of Arts and Historical Preservation Funding - Discussion was held regarding transferring the Arts & Historic functions to the Park Board. The Park Board met earlier this week and voted to accept 5/8 of a penny (or \$1.25 million) from the City and the Park Board will contribute the remaining funds of \$250,000 to maintain the current total amount of funding for the program. The Park Board is looking into grants funds to further support the program. Discussion was held regarding potential conflicts of interest for current Park Board members whose organizations receive Arts & Historic grant funds. These Park Board members declare conflicts for the record and will abstain from any discussion and/or voting on Arts & Historic related agenda items. The Arts & Historic Preservation Advisory Board has extended their application deadline to May 1 in anticipation of the transfer, and will be an advisory committee to the Park Board during the first year. Spencer Priest advised the Park Board would not be making any significant changes to the program in the first year. The Advisory Board would be operating at the Park Board. An Interlocal Agreement will be drafted for the City Council and the Park Board to approve. This item will be placed on the March 28th agenda for the Council's consideration.

- 3.C. Discuss Proposed Valet Parking Ordinance (M. Gray - 30 Minutes)

Marshall Michael Gray and Assistant City Attorney Donna Fairweather presented Council with amendments to the proposed ordinance. Discussion was held regarding fees for paid parking

spaces in addition to the annual permit base fees, current unauthorized valet parking areas, and valet parking vehicles on the street in areas other than downtown. This item will be placed on the March workshop for further discussion.

- 3.D. Discuss Membership And Facility Rental Fees For Recreation Centers, Parks, And Athletic Fields That Are Under Management Of The Parks And Recreation Department (M. Rabago - 20 Minutes)

Mario Rabago presented current and proposed rates for the McGuire Dent Recreation Center, Menard Park Band Shell, ballfield rentals and tournaments, Lasker Park Community Pool, and Beach Pocket Park #1 wedding space rental. The Council expressed concerns regarding staff's proposal to start charging users for admission to McGuire Dent. This item will be placed on next month's agenda for the Council's consideration.

- 3.E. Receive And Discuss An Update On Debt Management (D. Buckley/M. Loftin - 30 Minutes)

Deputy City Manager Dan Buckley presented the draft Debt Management Policy to the Council. He advised it is an essential policy for the City to have. He reported that the City is not a heavy user of debt, but that may change if the 2-1/2 cent tax cap is approved by the State Legislature. The Finance and Fiscal Affairs Committee will review the policy at their next meeting. This item will be placed on next month's workshop agenda for the Council's review.

4. EXECUTIVE SESSION

The City Council took a five minute break at 12:30 p.m., convened into Executive Session at 12:35 p.m., and reconvened into Open Session at 1:16 p.m. No action was taken during Executive Session.

- 4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.A.1. Alan Flores V. City Of Galveston

4.A.2. Briefing On Matters Related To The Police Pension Board And Its Retirement Fund

5. ADJOURNMENT

The workshop was adjourned at 1:17 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - FEBRUARY 28, 2019

2/28/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:34 a.m.

2. ROLL CALL

Present: Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.

Absent: Mayor James Yarbrough.

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. (30 Minutes)
Agenda Items 8E, 10A, 11A, 11G, 11N, 11O, 11P, 11S, 11T, 11U, 11V, 11W, and 11X were clarified by Staff and Council.

- 3.B. Joint Workshop Between The City Council And The Park Board Of Trustees To Discuss Items Of Mutual Interest (City Council - 1 Hour)

A Joint Workshop was held between the City Council and the Park Board.

Discuss East End Lagoon Business Plan - Sheryl Rozier presented the East End Lagoon Nature Preserve Plan. The Park Board is looking for concurrence from the Council in order to move forward with the due diligence portion of the plan. The Park Board has received notification of being on the short list to receive \$1.4 million in RESTORE funds to be used for construction of an open air structure, and requests \$50,000 from the City over the next eight years to support the overall East End Lagoon Plan. The open air structure is a shovel ready project.

Discuss Park Board Management of Arts and Historical Preservation Funding - Discussion was held regarding transferring the Arts & Historic functions to the Park Board. The Park Board met earlier this week and voted to accept 5/8 of a penny (or \$1.25 million) from the City and the Park Board will contribute the remaining funds of \$250,000 to maintain the current total amount of funding for the program. The Park Board is looking into grants funds to further support the program. Discussion was held regarding potential conflicts of interest for current Park Board members whose organizations receive Arts & Historic grant funds. These Park Board members declare conflicts for the record and will abstain from any discussion and/or voting on Arts & Historic related agenda items. The Arts & Historic Preservation Advisory Board has extended their application deadline to May 1 in anticipation of the transfer, and will be an advisory committee to the Park Board during the first year. Spencer Priest advised the Park Board would not be making any significant changes to the program in the first year. The Advisory Board would be operating at the Park Board. An Interlocal Agreement will be drafted for the City Council and the Park Board to approve. This item will be placed on the March 28th agenda for the Council's consideration.

- 3.C. Discuss Proposed Valet Parking Ordinance (M. Gray - 30 Minutes)

Marshall Michael Gray and Assistant City Attorney Donna Fairweather presented Council with amendments to the proposed ordinance. Discussion was held regarding fees for paid parking

spaces in addition to the annual permit base fees, current unauthorized valet parking areas, and valet parking vehicles on the street in areas other than downtown. This item will be placed on the March workshop for further discussion.

- 3.D. Discuss Membership And Facility Rental Fees For Recreation Centers, Parks, And Athletic Fields That Are Under Management Of The Parks And Recreation Department (M. Rabago - 20 Minutes)**

Mario Rabago presented current and proposed rates for the McGuire Dent Recreation Center, Menard Park Band Shell, ballfield rentals and tournaments, Lasker Park Community Pool, and Beach Pocket Park #1 wedding space rental. The Council expressed concerns regarding staff's proposal to start charging users for admission to McGuire Dent. This item will be placed on next month's agenda for the Council's consideration.

- 3.E. Receive And Discuss An Update On Debt Management (D. Buckley/M. Loftin - 30 Minutes)**

Deputy City Manager Dan Buckley presented the draft Debt Management Policy to the Council. He advised it is an essential policy for the City to have. He reported that the City is not a heavy user of debt, but that may change if the 2-1/2 cent tax cap is approved by the State Legislature. The Finance and Fiscal Affairs Committee will review the policy at their next meeting. This item will be placed on next month's workshop agenda for the Council's review.

4. EXECUTIVE SESSION

The City Council took a five minute break at 12:30 p.m., convened into Executive Session at 12:35 p.m., and reconvened into Open Session at 1:16 p.m. No action was taken during Executive Session.

- 4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:**

4.A.1. Alan Flores V. City Of Galveston

4.A.2. Briefing On Matters Related To The Police Pension Board And Its Retirement Fund

5. ADJOURNMENT

The workshop was adjourned at 1:17 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - FEBRUARY 28, 2019

2/28/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 1:22 p.m.

2. ROLL CALL

Present: Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.

Absent: Mayor James Yarbrough.

3. INVOCATION

The invocation was given by Rev. Fr. Jude Ezuma, Pastor - Holy Family Parish.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag and Texas Flag were led by Dr. Brown.

5. CONFLICTS OF INTEREST

None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

1. Expressions of thanks, gratitude, and condolences - **City Manager Brian Maxwell expressed condolences to the family of Joyce Dundee.**

2. Information regarding holiday schedules

3. Recognition of individuals

a. **President George Washington Day - presented by Dr. Cole.**

b. **Z Krewe - presented by CM Collins.**

c. **Grayson Baird - presented by CM Bly.**

d. **Richard Batie - presented by Dr. Brown.**

e. **IHop National Pancake Day - presented by CM Hardcastle.**

f. **Tree City USA Designation - presented by Pete Collins.**

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

6.B. City Manager's Report - The Investment Report For Quarter Ended December 31, 2018 (M. Loftin)

The Investment Report was presented by Assistant City Manager Mike Loftin.

7. COMMUNICATIONS AND PETITIONS

7.A. Claims

18-110 - Linda Strevell; 18-111 - Jennifer Miller; 18-112 - Derena Tuck; 18-113 - Joseph Galucci; 18-114 - Aleitha Sykes; 18-115 - Ryan Hermary; 19-001 - Manuela DeLaFuente; 19-002 - Michelle Moreno; 19-003 - Alex Del Valle; 19-004 - William Coon; 19-005 - Texas Gas Service; 19-006 - William Stephenson; 19-007 - Dale Atchley.

8. PUBLIC HEARINGS

- 8.A. Public Hearing Only - An Ordinance Of The City Of Galveston, Texas, Adopting The 2019 Water Conservation Plan For The City Of Galveston That Includes And Incorporates The Prior City Of Galveston Drought Contingency Plan, Texas Commission On Environmental Quality (Tceq) And Texas Water Development Board (Twdb) Rules, Gives Specifications Of Water Conservation Goals, Improving The Efficiency In The Use Of Water, Increasing Recycling And Reuse Of Water, Improving The Efficiency Of Water Utilities And Prevention Of Pollution Of Water; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (B. Cook)
The Ordinance was read by caption. The public hearing was opened; with no speakers the public hearing was closed. Brandon Cook provided staff comments.
- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From A Commercial (C) Zoning District To A Residential, Single Family (R-1) Zoning District On Properties Commonly Known As 21201, 21205, 21209, 21213, 21301, 21305, 21309, And 21313 Scissor Tail Lane And Adjacent Reserves To The South. The Properties Are Legally Described As The Estates Of Sunset Cove Phase 2; Lots 1-4, Block 1, Estates Of Sunset Cove Phase 2, Lots 1-4, Block 2; And Part Of Adjacent Reserves 8 (0-11), Estates Of Sunset Cove, Phase 2, In The City And County Of Galveston, Texas. Planning Case Number 19P-004; Making Various Findings And Provisions Related To The Subject. (J. Norman)
Ordinance No. 19-013 was read by caption. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by MPT Brown, second by CM Bly, to approve the ordinance. Unanimously approved by those present.
- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Leroy Naschke, Sr. Field, A Portion Of Property Located At 301 Albacore Commonly Known As Lindale Park, As A "Galveston Landmark", Property Is Legally Described As M Menard Survey, Tract 146, 6.968 Acres, 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 19p-008; Making Various Findings And Provisions Related To The Subject. (C. Gorman)
Ordinance No. 19-014 was read by caption. The public hearing was opened. Frank Maceo and Robert Mohovil spoke in favor of the ordinance. The public hearing was closed. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.
- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 2: Table 2.201: Permitted Uses And Limited Use Standards Regarding Standards For Parking Lots / Structures; And To Conform Confictual Language Pertaining To Duplex Land Use In Residential Single-Family R-1 And R-3 Districts, And Residential Townhouse Districts (R-2); Planning Case Number 18za-007; Making Various Findings And Provisions Related To The Subject. (A. Montalvan)
Ordinance No. 19-015 was read by caption. The public hearing was opened; with no public speakers the public hearing was closed. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance. Unanimously approved by those present.
- 8.E. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Terminating, Repealing And Or Cancelling A Planned Unit Development Overlay (PUD) In An Urban Neighborhood (UN) Zoning District, Granted Under Ordinance No. 18-002 On Property Commonly Known As 3826 Avenue R And Legally Described As Galveston College Addition No. 2 (2017), Abstract 628, Lot 1, In The City And County Of Galveston Texas; Planning Case Number 19P-003; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (D. Lunsford)

Ordinance No. 19-016 was read by caption. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Hardcastle, second by CM Listowski, to approve the ordinance. Unanimously approved by those present.

9. PUBLIC COMMENT

Agenda Items - Rhonda Gregg-Hirsch - Item 10A; Theresa Morris - Item 11A.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended", Chapter 8, "Beaches And Waterways", To Allow For Regulations Related To Maintaining A Clean Beach And Promoting Environmentally Conscious Conduct By Beach Users; Providing For A Penalty; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (D. Henry)

Ordinance No. 19-017 was read by caption. Motion was made by MPT Brown, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

- 10.B. Consider For Approval Renewing An Ordinance Of The City Of Galveston, Texas, Amending Chapter 26 "Parks And Recreation" Of "The Code Of The City Of Galveston 1982, As Amended," By Creating Articles IV, "Youth Services Standards Of Care" And Sections Thereunder; Adopting The Youth Services Standards Of Care For 2019, Thereby Defining Minimum Standards Of Care By Which The City Of Galveston And Its Recreation Department Will Operate The City's Youth Recreational Programs; Providing For An Annual Review And Re-Adoption Date Thereafter; Making Various Findings And Provisions Related To The Subject. (M. Rabago)

Ordinance No. 19-018 was read by caption. Motion was made by CM Bly, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

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.

Motion was made by MPT Brown, second by CM Bly, to approve Consent Items 11A through 11JJ, except Item 11G.1. Unanimously approved.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Encouraging Food And Beverage Establishments Within The City Of Galveston To Refrain From Providing Plastic Straws And Stirrers To Their Customers Except On Specific Request, Encouraging The Use Of Paper, Plants And Other Natural Materials In Lieu Of Plastic Straws And Stirrers, Directing The City Secretary To Send Certified Copies Of This Resolution To The Galveston Restaurant Association And The Galveston Chamber Of Commerce For Dissemination To Their Members; Providing For Findings Of Fact And For An Effective Date. (Brown/Yarbrough)

Resolution No. 19-008

- 11.B. A Resolution Of The City Council Of The City Of Galveston, Texas, Establishing A Complete Count Committee (Ccc) Program To Increase Awareness Of Census 2020 And Increase Census Participation; 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)

Resolution No. 19-009

- 11.C. Consideration Of Granting Authorization To The City Attorney To Retain The Services Of The Firm Of Denton Navarro To Assist In The Conduct Of Collective Bargaining With The Galveston Municipal Police Association In Upcoming Collective Bargaining Discussions. (Legal)

- 11.D. Consider Approval Of An Award For Three Year Contract, With Two Optional One-Year Renewals For Bid 19-004 Lumber, Building Materials, And Supply. (M. Loftin)

11.E. Consider For Approval Joining The Goodbuy Purchasing Cooperative, Operated By The Education Service Center, Region 2, Located In Corpus Christi, Texas. (M. Loftin)

11.F. 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. (A. Law)

11.G. Broadway Corridor - Street Luminaires

11.G.1. Consider For Approval The Purchase Of Goods For The Street Luminaires Project For The Broadway Corridor From Facility Solutions Group, Inc. In The Amount Of \$49,462.50. (K. Hockersmith)

(1) Motion was made by CM Cole, second by CM Bly, to defer this item until we are able to get a bid for LED lights that will fit the light fixtures but at 3000K. In favor: Cole. In opposition: Brown, Bly, Collins, Hardcastle, and Listowski. Motion fails.

(2) Motion was made by MPT Brown, second by CM Collins, to approve the purchase. The motion carried 5-0; CM Cole abstained from voting.

11.G.2. Consider Authorizing The Expenditure And Scope Of Work To Crescent Electric For The Repair And Replacement Of Broadway Street Luminaires For An Amount Not To Exceed \$113,183.50. (T. Wroblewski)

11.H. Consider For Approval A Memorandum Of Agreement Between The City Of Galveston And The United States Coast Guard For Fire And Rescue Services For The Coast Guard Base And On The Various Marine Vessels Operating At The Base. (M. Wisko)

11.I. Consider For Approval The Purchase Of 41 Full Sets Of Personal Protective Equipment, 4 Pairs Of Firefighting Gloves, 4 Pairs Of Firefighting Boots And 2 Fire Helmets For A Total Cost Of \$98,827.70 From NAFECO, A Buy Board Company. (M. Wisko)

11.J. Consider For Approval Payment To The Galveston County Emergency Communication District For Annual Radio Airtime Fees In The Amount Of \$30,690.00 To Be Funded From The Police Department's Maintenance Contracts Budget. (V. Hale)

11.K. Consider For Approval Awarding Bid #19-003 To The Two Lowest Responsive Bidders For A Three (3) Year Contract For Demolition Services Of Unsafe, Dangerous Or Substandard Structures In The City Of Galveston. The Source Will Be Funded Through Code Enforcement General Fund Demolition Account. (D. Stark)

11.L. Consider For Approval A Resolution Of The City Council Of The City Of Galveston Requesting The Members Of The 86th Legislative Session Of The State Of Texas To Support Legislation That Provides Stewardship, Health And Well Being, And Connectivity For Local And State Parks; Directing The City Secretary To Forward A Certified Copy Of This Resolution To Governor Greg Abbott And Members Of The 86th Legislature; Providing For Findings Of Fact And Providing For An Effective Date. (M. Rabago)

11.M. Withdrawn

11.N. Consider For Approval An Agreement Between The City Of Galveston And Roy Salinas, Authorizing Roy Salinas To Manage And Operate Food And Beverage Concessions At The Crockett Park Baseball Complex. (M. Rabago)

11.O. Consider For Approval An Agreement Between The City Of Galveston And Galveston Lassie League Softball Organization (GLLSO), Authorizing GLLSO To Manage And Operate Food And Beverage

Concessions At The Lassie League Softball Complex, Also Known As Watson Field, Godnich Field, And Carter Field. (M. Rabago)

- 11.P. Consider For Approval A Proposal From Intertek PSI For \$19,913 To Perform Pre-Design Geotechnical Engineering Services To Establish Revised Design Parameters For The Proposed Modifications To The Legas Drive Bulkhead Repair Project Design. (D. Christodoss)
- 11.Q. Consider For Approval A Proposal From Braun Intertec For \$94,005 To Perform Construction Material Testing For 45th Street Reconstruction From Broadway To Seawall. (D. Christodoss)
- 11.R. Consider For Approval A Proposal From Intertek PSI For \$94,005 To Perform Construction Material Testing For Sanitary Sewer Improvements Construction Along 8 Mile Road From Stewart Road To Sunny Beach Project. (D. Christodoss)
- 11.S. Consider For Approval Of Change Order No. 14 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$264,460.50 To A New Total Amount Of \$18,168,750.94, And Extending The Time By 109 Calendar Days. (R. Blackketter)
- 11.T. Consider For Approval Of Change Order No. 1 To The Contract With LEM Construction Co., Inc., For The Airport Wastewater Treatment Plant Improvements Project, Increasing The Contract By \$148,271.24 From The Amount Of \$6,792,200.00 To A New Total Amount Of \$6,940,471.24, And Reducing The Contract Term By 37 Days. (R. Blackketter)
- 11.U. Consider For Approval Change Order No. 1 To The Contract With Lucas Construction Co., Inc., For The Market Street Sidewalk & Curb Reconstruction (25th To 33rd) Project, Increasing The Contract By \$38,940.00 From The Amount Of \$1,134,575.00 To A New Total Amount Of \$1,173,515.00, And Extending The Contract Term By 30 Days. (R. Blackketter)
- 11.V. Consider For Approval Of Change Order No. 1 To The Contract With Alamo Environmental Inc. Dba Alamo1, For The City Of Galveston Incinerator Demolition And Concrete Cap Construction Project, Increasing The Contract By \$181,689.75, From The Amount Of \$4,313,876 To A New Total Amount Of \$4,495,565.75. (R. Blackketter)
- 11.W. Consider For Approval Of Change Order No. 1 To The Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project, Increasing The Contract By \$854,026.00 From The Amount Of \$8,994,097.00 To A New Total Amount Of \$9,848,123.00, And Extending The Contract Term By 103 Days. (R. Blackketter)
- 11.X. Consider For Approval Of Change Order No. 2 To The Contract With Tucon, LLC, For The 30th Street Tank Demolition Project, Increasing The Contract By \$18,674.38 From The Amount Of \$599,913.58 To A New Total Amount Of \$618,587.96, And Extending The Contract Term By 60 Days. (R. Blackketter)
- 11.Y. Consider Rejecting All Proposals Received For The Reconstruction Of 83rd Street From South Of Cessna To Stewart Road Project (RFP #19-06) (R. Blackketter)
- 11.Z. Consider Rejecting All Proposals Received For The 29th Street Improvements From Harborside To Church Project (RFP #18-35). (R. Blackketter)
- 11.AA. Consider Rejecting All Proposals Received For The Lake Madeline Riprap Replacement - Legas Drive & Lakeview Street Project (RFP #19-01) (R. Blackketter)
- 11.BB. Consider For Approval Accepting All Public Water And Sewer Infrastructure Improvements For Sweetwater Cove Subdivision For The Initial Two-Year Maintenance Period. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

- 11.CC. Consider For Approval Payment Of An Amount Not To Exceed \$135,000.00 To T Construction, LLC For Emergency Repairs To The Fraser To Stewart Avenue Sanitary Sewer System Between 57th Street And Bayou Shore Drive. (A. Grasso)
- 11.DD. Consider For The Approval Awarding RFP 19-08A To All Tech Fuel Systems LLC For The TCEQ Upgrades And Repairs To The Trolley Barn Fuel Delivery System For A Total Cost Of \$45,907.36. (D. Smith)
- 11.EE. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Trailers-2) And Associated Equipment From Doggett Heavy Machinery Through HGAC Buy For A Total Price Of \$50,980. (D. Smith)
- 11.FF. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Service Truck) And Associated Equipment From MHC Kenworth Through Buy Board For A Total Price Of \$149,708.32 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.GG. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Gradall) And Associated Equipment From Associated Supply Co., Inc. (ASCO) Through HGAC Buy For A Total Price Of \$364,448.62 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.HH. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Excavator) And Associated Equipment From Mustang Cat Through HGAC Buy For A Total Price Of \$155,437.81. (D. Smith)
- 11.II. Consider For Action Accepting The Proposal From Aptim Environmental & Infrastructure, LLC. For Professional Services To Perform Wading Depth And Depth Of Closure Surveys Of The Beach, And To Authorize The City Manager To Approve A One-Year Agreement With Three (3) One-Year Renewal Options. Funding To Come From The Park Board Of Trustees And The Beach Silo Of The IDC 4B Sales Tax, In An Amount Not To Exceed \$121,668.00. (D. Henry)
- 11.JJ. Consider For Action Authorizing The City Manager To Approve An Interlocal Agreement Between The City And The Galveston Park Board Of Trustees Regarding Cost Sharing For Annual Beach Surveys. (D. Henry)

12. ACTION ITEMS

- 12.A. Discuss And Consider Scheduling Special Called City Council Workshops In 2019. (Yarbrough)
Motion was made by MPT Brown, second by CM Collins, to defer this item to the next meeting. Unanimously approved by those present.
- 12.B. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:
Motion was made by CM Bly, second by MPT Brown, to appoint Kurt Gonzales and Joe Hoff. Unanimously approved by those present.

13. ADJOURNMENT

The meeting was adjourned at 2:40 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - MARCH 28, 2019

3/28/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:02 a.m.

2. ROLL CALL

Present: Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member John Listowski, and Council Member Jackie Cole. Council Member Jason Hardcastle arrived at 8:04 a.m.

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. (30 Minutes)

Items 8A, 8D, 10B, 11H, 11L, 11O, and 12A were clarified by City Staff. Item 12C was clarified by Park Board Staff.

- 3.B. Discuss The Permitting Of Scooters (Brown/Yarbrough - 30 Minutes)

Development Services Director Tim Tietjens reported that some companies have shown interest in wanting to begin operations in Galveston. Discussion was held regarding the different types of scooters currently being operated in cities around the country. There is one vendor that wants to bring in a particular type of scooter at this time. A few months ago, the City Council approved an ordinance requiring a permit to operate docked and dockless bicycles in the city. Dr. Cole reported that Scottsdale has a great program for scooters and suggested that staff look into ordinances of cities that have successful programs. The Planning Department will look into comparable cities and will bring the information back to City Council at the April Workshop.

- 3.C. Discuss An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended", Chapter 34, "Traffic" By Adding Article X, "Valet Parking" To Allow For Regulations Related To Valet Parking In The City Of Galveston; Providing For A Penalty; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date (Legal - 30 Minutes)

Assistant City Attorney Donna Fairweather advised there are two versions of the proposed Valet Parking ordinance. The original ordinance in the agenda packet provides regulations for valet parking only in the Central Business District. The amended version provided to City Council this morning provides regulations Island wide. Discussion was held regarding whether to apply the regulations Island wide or for only the Central Business District. This item is on today's Regular Meeting agenda for the Council's consideration.

- 3.D. Receive And Discuss A Report From The Moody Foundation On Their Efforts To Bring Computers And WiFi To Island Students (Hardcastle/Yarbrough - 15 Minutes)

Paul Gaido reported on the Moody Foundation's efforts to bring computers and WiFi to Island students. Moody Foundation Director of Education Angela Blair and Compudock representative Megan Steckley provided specific information on the program. Paul Gaido provided information on the 50 cities in the US that provides free internet access to students and asked City Manager Brian Maxwell for assistance in finding a way to provide internet access to students in their homes.

- 3.E. Discuss An Ordinance Of The City Council Of The City Of Galveston, Texas, Amending Chapter 7, "Animals And Fowl" Of The "The Code Of The City Of Galveston, 1982, As Amended" By Adding Article VIII, "Dogs In Outdoor Dining Or Eating Areas", To Allow Dogs In Outdoor Dining Or Eating Areas At Food Establishments; To Provide A Penalty Provision; Making Various Findings And Provisions Related

To The Subject; And Providing For An Effective Date (Legal - 30 Minutes)

Assistant City Attorney Donna Fairweather provided information on Senate Bill 476 introduced in the State Legislature. The proposed ordinance is identical to the bill. Animal Services Supervisor Josh Henderson advised that dogs on patios is not currently allowed by the State Health Code unless the City specifically has regulations that allows it. He reported that lots of tourists bring their dogs with them on vacation and are forced to leave the in the car while eating in restaurants. The proposed ordinance would allow customers to bring their dogs onto outdoor patios at restaurants.

- 3.F. Discuss Current Island Transit Fixed Routes, ADA Paratransit/Demand Response Services, Fares, And To Schedule A Separate Public Meeting And 14 Day Public Comment Period To Solicit Public Input On Potential Service And Fare Structure Changes (R. Beverlin - 15 Minutes)

Assistant City Manager Rick Beverlin provided information on current Island Transit Fixed Routes, ADA/Paratransit/Demand Response Services, and Fares. He reported on an upcoming separate public meeting and a 14-day public comment period to solicit public input on potential service and fare structure changes. He presented potential considerations for additional cost savings.

- 3.G. Discussion Of The 2018 Revised Preliminary Flood Insurance Rate Maps And The Corresponding Flood Insurance Study, And An Amendment To The City Of Galveston's Flood Damage Prevention Ordinance; And Establishing An Effective Date For The Three The Documents In Final Form. (T. Tietjens)

Development Services Director Tim Tietjens reported that the City received the Letter of Final Determination for the Flood Maps. The question before the City Council today is when the City would like to have the revised flood maps become effective. The City has three options: (1) adopt the new FIS/FIRM now, but have the effective date of the ordinance being the effective date of the new FIS/FIRM, (2) adopt the new FIS/FIRM now, with it becoming effective immediately, or (3) wait until right before the effective date to adopt the new FIS/FIRM. Staff advised that the maps need to be adopted separately from the Building Codes.

- 3.H. Receive And Discuss An Update On The Debt Management Policy (Buckley/Loftin - 15 Minutes)

Assistant City Manager Mike Loftin presented the updated Debt Management Policy. He advised the Park Board is not included in the Scope of the policy. The Park Board has their own ability to issue debt in the form of revenue bonds.

- 3.I. Receive And Discuss A Report On Police Car Inventory (Cole/Listowski - 15 Minutes)

City Manager Brian Maxwell reported that eliminating the take home car program will be a cost savings of between \$50,000 and \$75,000 a year. In 2013, Mr. Maxwell brought a proposal to then City Manager Michael Kovacs to create the take home car program based on expended inventory, meaning cars that had already been retired from the fleet. Officers were given the choice to take home one of the older cars, they could use it and make it their own car. This was done with the Police Chief and then President of the GMPA and was approved within the City Manager's purview. It has been brought to management's attention that there are issues with the cars and they are indeed aging. The City cannot afford to continue to replace the take home cars and will be eliminating the older cars from the fleet. By doing so, the City will have one of the newest fleets in the State. Management will continue to allow take home cars for upper PD management and the Animal Control Officer. The Police Chief advised this will not affect any services. Executive Director David Smith provided information on the Police Department's fleet. Since 2013, the City has purchased a total of 72 vehicles for the Police Department fleet totaling \$2.8 million. The Police Department currently has 15 to 20 take home cars. City Management will be discontinuing the take home car program which will reduce the fleet by 15 cars. Police Chief Hale reported that he did a lot of research on take home car programs. He advised that every current take home car was previously replaced with a new vehicle for the PD fleet, but they were kept in inventory when the take home car program was created in 2013. He also advised the long term plan is to have some sort of take home car program.

- 3.J. Receive And Discuss An Update On Pelican Island Bridge (Yarbrough - 45 Minutes)

Mayor Yarbrough reported that the County will serve as local sponsor for the project. The City will commit \$5 million toward the effort. The Navigation District committed \$10 million for the cost of demolition of the bridge. The County and City will share 50/50 cost overruns. In five years, the City will own the bridge once it is accepted and completed. Senator Larry Taylor is working on legislation to align the bridge going around the Texas A&M campus. The cost for going straight through the campus is \$77 million, and the cost for going around is \$99 million. Funding sources include \$45 million from TxDOT, \$18 million from H-GAC's Transportation Policy Council, \$5 million from the County, \$5 million from the City, and \$10 million from the Navigation District. The County is committed to getting this project done. As of right now, the funding source for the City's portion has not been identified.

4. EXECUTIVE SESSION

The City Council took a break at 12:40 p.m., convened into Executive Session at 12:48 p.m., and reconvened into Open Session at 1:10 p.m. No action was taken during Executive Session.

- 4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.A.1. Briefing On Matters Related To The Police Pension Board And Its Retirement Fund

5. ADJOURNMENT

The workshop was adjourned at 1:10 p.m.

Janelle Williams, City Secretary
Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - MARCH 28, 2019

3/28/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 1:15 P.M.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Jackie Cole.

Absent: Council Member John Listowski.

3. INVOCATION

The invocation was given by Rev. Nick Earl from Grace Episcopal Church.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag and Texas Flag were led by Mayor Yarbrough.

5. CONFLICTS OF INTEREST

None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

1. Expressions of thanks, gratitude, and condolences

2. Information regarding holiday schedules

3. Recognition of individuals

a. **Child Abuse Prevention and Awareness Month - presented by CM Hardcastle.**

b. **Sexual Assault Awareness Month - presented by CM Cole.**

c. **National Crime Victims' Rights Week - presented by MPT Brown.**

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement - **Mayor Yarbrough provided information on controlled burns at the State Park.**

6.B. City Manager's Report - Comprehensive Annual Financial Report (M. Loftin)

The CAFR was presented by Assistant City Manager Mike Loftin.

7. COMMUNICATIONS AND PETITIONS

7.A. Claims

The following Claims were filed with the City Secretary's Office: 19-008 - John Joseph Couini, III; 19-009 - Chengqun Zhang; 19-010 - Project Resources Group; 19-011 - Frank Montalbano; 19-012 - Marilyn Chapman; 19-013 - Stephanie Bermudez; 19-014 - Jane Taylor; 19-015 - Texas Gas

8. PUBLIC HEARINGS

- 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Adopting The 2019 Water Conservation Plan For The City Of Galveston That Includes And Incorporates The Prior City Of Galveston Drought Contingency Plan, Texas Commission On Environmental Quality (TCEQ) And Texas Water Development Board (TWDB) Rules, Gives Specifications Of Water Conservation Goals, Improving The Efficiency In The Use Of Water, Increasing Recycling And Reuse Of Water, Improving The Efficiency Of Water Utilities And Prevention Of Pollution Of Water; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (B. Cook)
Ordinance No. 19-019 was read by caption. Brandon Cook provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Hardcastle, second by CM Bly, to approve the ordinance. Unanimously approved by those present.

- 8.B. Galveston Landmark Designation - 3419 Avenue L

Consider for Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 3419 Avenue L, As A "Galveston Landmark", Property Is Legally Described As Lot 3 And The Eastern Portion Of Lot 2 And The Western Portion Of Lot 4 And The North Half Of Adjacent Alley, Block 34, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 19P-016; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 19-020 was read by caption. Catherine Gorman provided staff comments. Property owner Mary Branum provided information on the property, and introduced Parker decedents Jean Parker Klause and husband Sam Klause. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Bly, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2427 Market / Avenue D, As A "Galveston Landmark", Property Is Legally Described As Lot 1, Block 504, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 19P-009; , Making Various Findings And Provisions Related To The Subject. (C. Gorman)
Ordinance No. 19-021 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 Collins, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 3: Urban Neighborhood (UN) Addendum Regarding Reduction Of Minimum Lot Area From 2,500 Square-Feet To 1,600 Square-Feet For The "Townhouse" Land Use In The Urban Neighborhood (UN); Planning Case Number 19ZA-001; Making Various Findings And Provisions Related To The Subject. (J.Norman)
The Ordinance was read by caption. Motion was made by MPT Brown, second by CM Collins, to refer back to Planning Commission with the City Council's concerns regarding setbacks and parking requirements. Unanimously approved by those present.

9. PUBLIC COMMENT

Agenda Items - Trey Click, Eliza Quigley, and Diane Olson - Item 12C; Kimberly Denasi (read a statement from Park Board Chair Spencer Priest) - Item 12A.1; Brandon Williams and Cindy Roberts Gray - Item 11L.

Non-Agenda Items - Charles Fifield - Sports Complex at 4702 Winnie.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended", Chapter 34, "Traffic" By Adding Article X, "Valet Parking" To Allow For Regulations Related To Valet Parking In The City Of Galveston; Providing For A Penalty; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Ordinance No. 19-022 was read by caption. Motion was made by CM Hardcastle, second by CM Collins, to approve the ordinance as presented in the City Council packet.

In favor: Brown, Collins, Hardcastle, and Cole. In opposition: Yarbrough and Bly. The motion carried 4-2.

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34, "Traffic", Section 34-117, "Two-Hour Limited Parking Between 8:00 A.M. And 5:00 P.M.; Exemption With Parking Permit." Of "The Code Of The City Of Galveston 1982", As Amended, Adding The 1500 Hundred Block Of Mechanic Street (Aka Avenue C); Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (M. Gray)

Ordinance No. 19-023 was read by caption. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Ordinance No. 19-008, Calling For The May 2019 Special Election, By Designating All Early Voting And Election Day Polling Locations; Providing For Early Voting At The Justice Center For Saturday And Sunday April 28 And 29 Respectively; Making Other Provisions And Findings Of Fact Related Thereto; Providing For An Effective Date.

Ordinance No. 19-024 was read by caption. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

11. CONSENT ITEMS

Motion was made by MPT Brown, second by CM Collins, to approve Consent Items 11A through 11K, and 11M through 11V. Unanimously approved by those present.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Authorizing The City Manager To Execute An Interlocal Agreement With The Galveston Park Board Of Trustees Allowing The Two Entities To Purchase Goods And Services Using Each Other's Properly Procured Contracts; Providing For Findings Of Fact And Providing For An Effective Date (Legal).

Resolution No. 19-013

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Extending The Beach Access And Dune Protection Plan Review Ad Hoc Committee; Continuing The Committee's Duties, Term, Membership, Quorum, Voting, Meetings, And Rules Of Procedure Until July 25, 2019; Providing A Date For Dissolution And Sunset Of The Committee; Providing For Findings Of Fact And Providing For An Effective Date. (D. Henry)

Resolution No. 19-014

- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Supporting A Request To The United States Department Of The Interior, Bureau Of Reclamation Policy And Administration For Watersmart: Water And Energy Efficiency Grants For Fiscal Year 2019 Funding In The Amount Of One Million Five Hundred Thousand Dollars (\$1,500,000) For Various Water Efficiency

And Conservation Projects Within The City Of Galveston; Authorizing The City Manager Or His Designee To Submit All Required Grant Applications, Information And Data To Support Same; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (B. Cook)

Resolution No. 19-015

- 11.D. Consideration Of A Resolution Authorizing An Application To The Texas General Land Office (GLO) For A DR-4332 Community Development Block Grant – Disaster Recovery (CDBG-DR) Infrastructure Program Grant. Authorizing The Mayor And City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blacketter)

Resolution No. 19-012

- 11.E. Consider For Approval A Professional Services Agreement With The Engineering Firm Pure Technologies U.S. Inc. In The Amount Of \$395,100 For Implementation Of A Non-Revenue Water Mitigation Program Aimed At Reducing Water Leakage And Lost Revenue In The Combined Utility System Fund. (RFP #19-09 "Water Loss Mitigation/Non-Revenue Water Loss Control Program Plan). (B. Cook)
- 11.F. Consider For Approval Authorizing The City Manager To Amend A Contract For Professional Services From Design Workshop, Inc. In The Amount Of \$5,000.00 For A Project To Improve The Pedestrian Experience In The Downtown Area. (D. Anderson)
- 11.G. Consider Approving The Allocation Of Funds For The Purchase Of (98) Microsoft Office Standard 2019 In The Amount Of \$25,830.84 Through Authorized Reseller, SHI Government Solutions, Utilizing DIR-TSO-4092 Contract (H Dean).
- 11.H. Consider For Approval A Contract With Centre Technologies In The Amount Of Two Hundred Sixty Thousand Eight Hundred Fifty Two Dollars And Two Cents (\$260,852.02) For Consulting Services For The Build Out Of An Off-Site Disaster Recovery Solution, Including The Purchase Of Additional Hardware And Software Utilizing The Texas Department Of Information Resources (DIR) Intergovernmental Contract Purchasing Program Under Contract Numbers DIRTSO- 3334, DIR-TSO-3926, And DIR-TSO-3763 (H Dean).
- 11.I. Consider For Approval An Agreement With The Texas Department Of Information Resources (DIR) Utilizing The State's TEX-AN Contract For The Purchase Of Long Distance Service (H Dean).
- 11.J. Consider For Approval The Purchase Of 19 Ruggedized Toughbook Laptop Computers In The Amount Of Sixty Nine Thousand Eight Hundred Sixty Seven Dollars And Seventy Five Cents (\$69,867.75) To Turn Key Mobile, Inc, A Texas DIR Vendor, Utilizing DIR Contract TSO-4025 (H Dean)
- 11.K. Consider For Approval An Amendment To The Contract With Linebarger Goggan Blair & Simpson, LLP To Provide For The Collection Of Delinquent Utility Bills Not Involving Property Liens, Provide For A Method Of Compensation, And Establish A New End Date Of October 31, 2020. (M. Loftin)
- 11.L. Consider For Approval Membership And Facility Rental Fees For Recreation Centers, Parks And Athletic Fields That Are Under Management Of The Parks And Recreation Department; And Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

(1) Motion was made by CM Cole, second by CM Bly, to approve the fees as presented by staff with the following changes to rates for McGuire Dent Recreation Center: residents of all ages - free admission; non-resident adults and seniors - \$125/year or \$10/day. In favor: Bly and Cole. In opposition: Yarbrough, Brown, Collins, and Hardcastle. Motion failed.

(2) Motion was made by Mayor Yarbrough, second by CM Hardcastle, to approve the fees as

presented by staff with the following change to rates for McGuire Dent Recreation Center: non-resident daily fee is \$10/day. In favor: Yarbrough, Brown, Collins, Hardcastle, and Cole. In opposition: Bly. Motion carried.

- 11.M. Consider For Approval An Amendment To The Parks Concession Operations Agreement With Fermina Salinas To Also Include Concession Stand Operations At The West-Isle Baseball Complex. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)
- 11.N. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source Provider For The Relocation And Installation Of Electrical Services Associated With The 30th Street Water & Electric Light Station Rehabilitation Project In The Lump Sum Amount Of \$29,016.00. 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 Review By The City Attorney. (R. Blackketter)
- 11.O. Consider For Approval Of A Contract With Lucas Construction Company, Inc., For The 27th Street Improvements From Avenue O To Seawall Boulevard (Phase II) Project (RFP #19-12) In The Amount Of \$1,357,293.00 For The Base Bid Plus The Additive Alternate (Estimated Total Cost Of Project Not To Exceed \$1,550,443.00). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)
- 11.P. Consider For Approval Change Order No. 1 To The Contract With Ardent Construction LLC, For The 30th Street Water & Electric Light Station Rehabilitation Project Increasing The Contract By \$36,299.51 From The Amount Of \$2,884,729.00 To A New Total Amount Of \$2,920,928.51. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)
- 11.Q. Consider For Approval Of Change Order No. 15 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$44,375.05 To A New Total Amount Of \$18,213,125.99. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)
- 11.R. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (2 Service PU's) And Associated Equipment From Silsbee Ford Inc. Through Good Buy For A Total Price Of \$90,619.50 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.S. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Facilities Service PU) And Associated Equipment From Silsbee Ford Inc. Through HGAC Buy For A Total Price Of \$39,049 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.T. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Street Milling & Paving Machines) And Associated Equipment From R.B. Everett & Co. Through Buy Board For A Total Price Of \$784,685.00 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.U. Receive And File The Following Documents:
- 11.V. Consider For Approval Minutes Of The January 9, 2019 Special Meeting, And The January 24, 2019 Workshop And Regular Meeting. (J. Williams)

12. ACTION ITEMS

- 12.A. Amend The City Auditor 2019 Audit Plan To Include Two New Audits.

(1) Discuss and Consider For Action Directing The City Auditor To Amend The City Audit Plan For 2019. Per requests and information from the City Manager, Brian Maxwell and Deputy City Manager, Dan Buckley to include an Audit on the policies and procedures of commissions, bonuses, pay increases and payroll for the Galveston Park Board of Trustees. This will include Galveston Island Convention & Visitors Bureau, Beach Patrol and management. (G. Bulgherini).

Motion was made by MPT Brown, second by Mayor Yarbrough, to allow the City Auditor to do a preliminary evaluation of the Park Board's use of hotel occupancy tax in response to the complaint and bring back to Council if he feels an amendment to the 2019 Audit Plan is warranted. Unanimously approved by those present.

(2) Discuss and Consider For Action Directing The City Auditor To Amend The City Audit Plan For 2019. Per requests and information from the City Manager, Brian Maxwell and Deputy City Manager, Dan Buckley to include a Performance Audit of the Transit Terminal Garage Agreement between the Port of Galveston and City of Galveston. This Audit will include policies and procedures for the Port of Galveston and Island Transit. (G. Bulgherini).

Motion was made by Mayor Yarbrough, second by CM Hardcastle, authorizing the City Auditor to amend the City Audit Plan for 2019 to include a Performance Audit of the Transit Terminal Garage Agreement between the Port of Galveston and the City of Galveston. Unanimously approved by those present.

- 12.B. Discuss And Consider For Action Approval Of The Park Board's Acceptance Of A \$1.4 Million RESTORE Grant For The Construction Of An Open-Air Observation Deck And Amenities At The East End Lagoon. (Brown/Yarbrough)

Motion was made by CM Hardcastle, second by CM Collins, authorizing the Park Board to accept a \$1.4 million RESTORE Grant for construction of an open-air observation deck and amenities at the East End Lagoon. Unanimously approved by those present.

- 12.C. Discuss And Consider For Action Approval Of The East End Lagoon Business Plan And Required Financial Support As Outlined By The Park Board Of Trustees. (Brown/Yarbrough)

Motion was made by MPT Brown, second by CM Cole, to approve the East End Lagoon Business Plan and financial support of \$50,000 per year for eight years subject to annual funding in the City's Budget. Unanimously approved by those present.

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

1. Families, Children and Youth Board - Motion was made by CM Bly, second by CM Hardcastle, appointing Brandon Williams to the board. Unanimously approved by those present.
2. Zoning Board of Adjustments - Motion was made by CM Collins, second by CM Hardcastle, moving Alternate Jeff Patterson to Position 2 and appointing James Hoffman to the Alternate 1 Position. Unanimously approved by those present.

13. ADJOURNMENT

The meeting was adjourned at 3:15 p.m.

Janelle Williams, City Secretary

Date Approved:



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JANUARY 2019

The Cynthia and George Mitchell Foundation's (CGMF) funding priorities focus on sustainability issues in the state of Texas, issues that require actionable solutions driven by knowledge, creativity, and rationality—elements that formed the pragmatic yet innovative approach of our benefactors, Cynthia and George Mitchell.

2018 was a year in which CGMF continued on a path focused on seeking solutions and putting them into motion. Regardless of one's political affiliation, the tremendous forces at work in 2018 (in terms of their rapidity and depth) were breathtaking—alarming for some and exciting for others.

Importantly, the challenges we face and take on are not necessarily unique to Texas.

Across the U.S. and throughout the world, community leaders, planners, activists, and policymakers are wrestling with how best to manage our natural resources in order to maximize resultant economic and social welfare in an equitable manner without compromising the sustainability of vital ecosystems.

In 2018, CGMF invested in 80 grants related to our Sustainability Program, asking grantees for answers and actionable solutions to challenges related to improving the human condition while protecting Texas's natural resources. We are inspired by the integrity, tenacity, and value of their work—whether it be scientific research on water issues, nonprofit environmental newsgathering, or efforts to help mitigate energy sprawl—and the value they bring in helping to solve highly complex issues.

Here are a few highlights from 2018:

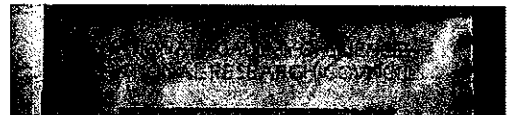
- **Advancing One Water.** Texas's watering holes, rivers, and creeks are in jeopardy as population growth, overuse, and climate change stretch precious water resources thin and complicate water management. CGMF commissioned a report, "Advancing One Water," to learn how advocates can advance a viable shift in the state's water practices and provide clear recommendations for advancing a One Water approach. Release of the report garnered headline attention from news organizations ranging from *U.S. News & World Report* to *The Dallas Morning News*.
- **Initiative for Responsible Energy Development.** The Nature Conservancy states that the largest loss of open space is now caused by energy sprawl—the unmitigated use of land resources for the production of energy from both fossil and renewable resources. Nowhere is this phenomenon more apparent than the western hemisphere's most bio-diverse and one of the world's most energy-intense areas, the greater Trans-Pecos area. In 2018, we continued the development of a long-term initiative to compile, analyze, and share a rich array of scientifically-informed data to help create a vision for conserving this region of far West Texas's unique resources while encouraging responsible energy development and protecting local communities. The initiative includes a diverse group of landowners, community leaders, energy leaders, environmentalists, scientists, and other stakeholders from the area.



[2018 Interactive Timeline](#)



[Founders](#)



[Leadership](#)

- **A Heightened Profile of the Issues.** A number of CGMF-funded issues, initiatives, and grantees were in the news during the course of 2018, with stories and opinions published in *The New York Times*, *The Dallas Morning News*, *Texas Monthly*, and *U.S. News & World Report*. CGMF also published 27 blog posts with guest editors ranging from Environmental Defense Fund, the National Wildlife Federation, and Boston University's Institute for Sustainable Energy to The Nature Conservancy, Office of the Mayor for the City of Austin, and the Bureau of Economic Geology at the University of Texas at Austin. I invite you to peruse select stories here.
- **A Vision for Galveston.** CGMF continued to collaborate with funders active in Galveston who have been working toward building a collective impact model, whereby everyone invested in Galveston's future can create a shared vision for the island. Vision Galveston, a nine-month community-driven visioning process, was initiated during the summer of 2018 with the goal of mobilizing optimism and including the voices of those who have not historically been included in city-wide planning processes. The results of this visioning process will help form the basis for the revisions to the City of Galveston's Comprehensive Plan. CGMF also plans to use the outcomes of this planning process in the development of our Galveston Program strategy, which also embraces a collective impact approach.

As we move forward in 2019, a solid foundation of science, analysis, and "contrary" thinking will continue to inform and guide our funding decisions. Our primary focus will continue to be on initiatives that address critical sustainability-related issues in the state of Texas—many of which impact other regions of the U.S. and the world. We pledge to stay the course with our collaborators, partners, and grantees.

In May 2019, we will celebrate the 100th anniversary of George Mitchell's birth. He was fond of asking, "If you can't make the world work with six billion people, how are you going to make it work with 10 billion people?" That interplay of environmental protection, social equity, and economic vibrancy was of utmost importance to him. How the planet can sustain economic development continues to drive our mission and purpose.

Sincerely,

Katherine Lorenz

2018 YEAR IN REVIEW | PROGRAMS | GRANTMAKING | NEWS & COMMENTARY

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